FRANCHISE DISCLOSURE DOCUMENT

WORLD INSPECTION NETWORK INTERNATIONAL LLC
a Delaware limited liability company
444 W Lake Street, Suite 1700
Chicago, IL 60606
1-800-967-8127
E-mail: franchising@wini.com
www.WINI.com
www.winfranchising.com

World Inspection Network International LLC offers franchises to operate a residential and commercial inspection services business. The WIN Business receives our proprietary training and use of our Marks, proprietary techniques, and proprietary methods to operate in a specific, non-exclusive geographic area.

The total investment necessary to begin operation of a WIN Business is $42,300 to $49,800. This includes $30,500 that must be paid to us or our affiliates.

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

You may wish to receive your Franchise Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the franchise development department at 444 W Lake Street, Suite 1700, Chicago, IL 60606, or call 1-800-967-8127.

The terms of your contract will govern your franchise relationship. Do not rely on the Franchise Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Franchise Disclosure Document to an advisor, like a lawyer or an accountant.

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

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

Issuance Date: March 16, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's discretion. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only WIN® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a WIN® franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What you Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

TABLE OF CONTENTS

ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES 1
ITEM 2: BUSINESS EXPERIENCE 3
ITEM 3: LITIGATION 3
ITEM 4: BANKRUPTCY 3
ITEM 5: INITIAL FEES 4
ITEM 6: OTHER FEES 5
ITEM 7: ESTIMATED INITIAL INVESTMENT 9
ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 11
ITEM 9: FRANCHISEE'S OBLIGATIONS 15
ITEM 10: FINANCING 16
ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 17
ITEM 12: TERRITORY 25
ITEM 13: TRADEMARKS 27
ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION 28
ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 29
ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 30
ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION 31
ITEM 18: PUBLIC FIGURES 36
ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS 36
ITEM 20: OUTLETS AND FRANCHISEE INFORMATION 41
ITEM 21: FINANCIAL STATEMENTS 46
ITEM 22: CONTRACTS 47
ITEM 23: RECEIPTS 47

EXHIBITS

A: Franchise Agreement (with Exhibits and State-Specific Addenda)
B: Operations Manual
C: WIN Financial Statements
D: List of Current and Former Franchisees
E: State Administrators and Agents for Service of Process
F: Form General Release
G: Franchise Disclosure Document State Specific Addenda
H: Statement of Prospective Franchisee
I: State Effective Dates and Receipts

ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify this Franchise Disclosure Document, "WIN," "we," "us" and "our" means or refers to World Inspection Network International LLC, the "Franchisor." "You," "you," "Your," "your," "franchisee," and "Franchisee" means the individual and/or the entity (including the entity's individual owners) that buys the franchise.

The Franchisor

We are World Inspection Network International LLC, and our principal place of business is 444 W Lake Street, Suite 1700, Chicago, IL 60606. We are a Delaware limited liability company, and we were organized on August 7, 2018, and we acquired substantially all the assets of our predecessor, as described below. We conduct business under the names "WIN" and "WIN Home Inspection." Our agents for service of process are identified in Exhibit E.

We franchise the right to operate an inspection and testing business for single and multi-family residences, as well as commercial properties (the "WIN Business" or "Franchised Business"). Our predecessor, and its predecessors, offered inspection franchises from 1995 to 2018. We began to offer franchises in August 2019. As of December 31, 2024, there were 271 WIN Businesses in the United States. We do not operate any business of the type being franchised by us, and we do not offer, and have not in the past offered, any franchises other than as described in this Franchise Disclosure Document. We currently do not engage, and in the past have not engaged, in any business activity other than the franchising activities described in this Franchise Disclosure Document, and the operation of business using the Marks (as defined in Item 13).

Our Parents, Predecessors, and Affiliates

Our parent company is Agamya Franchise Holdings LLC, a Delaware limited liability company. We and Agamya Franchise Holdings LLC share the same principal place of business at 444 W Lake Street, Suite 1700, Chicago, IL 60606.

On November 2, 2018, our predecessor, World Inspection Network International, Inc., an Alabama corporation that was incorporated on March 17, 2011, sold substantially all of its assets to us, including the rights to the "WIN" trademark and all existing WIN franchise agreements. Our predecessor, and its predecessors, offered franchises for WIN Businesses from 1995 until November 2018. We do not have any other predecessors.

We do not have any affiliates that offer franchises in any line of business nor do we have any affiliates that provide products or services to our franchisees.

The Franchise We Offer

We offer you the opportunity to purchase a franchise to operate a WIN Business in a specific geographical marketing area (the "Territory") using our name, brand, proprietary tools, and systems. To operate a WIN Business, you must sign a Franchise Agreement with us. Your WIN Business includes the right to use our business development methods, operating procedures, technology, marketing and advertising techniques, quality standards, the Operations Manual, and other tools and systems we provide (together, the "WIN Home Inspection System").

Operations Manual. The Operations Manual includes confidential policies, procedures, standards, and guidelines that we provide to you through our intranet or other secure channels. This may include videos, newsletters, bulletins, policy updates, internal portals, announcements, notices, and other communications.

The Operations Manual forms part of the WIN Home Inspection System and is updated from time to time. You are required to follow the current version at all times. The content of the Operations Manual is described in Exhibit B.

WINnovation Platform. The WINnovation Platform is part of the WIN Home Inspection System. It includes the tools and technology we configure and control for use in your WIN Business. This includes, without limitation, our learning management system, report writing system (WINspect) and customer relationship management (CRM) system (WINconnect) that comprises contact management, order processing, scheduling, invoicing and payment processing, client communications, business performance dashboards, and agreement management tools. It also includes any APIs, workflows, enhancements, or licensed components we add or approve. You must use the WINnovation Platform in full.. You may not use any alternate, modified, or competing platform for any part of your WIN Business. You must also comply with all end-user agreements, acceptable use policies, and confidentiality restrictions related to the platform and other digital tools.

Approved Products and Services. Your WIN Business will offer and sell only those products and services we approve. These include, without limitation, residential, commercial, and multi-use property inspections; other building inspection services; and related inspection products and services; air quality, radon, mold, asbestos, lead, pest and wood destroying insects and organisms ("WDO") inspections and/or testing; wind mitigation; pool and spa inspections; water quality, wells, sewer, and septic systems testing and inspections; energy evaluations; fireplace and chimney inspection; infrared/thermographic inspections; maintenance inspections; draw inspections; virtual tours; measurements; 4-point inspections; insurance inspections; concierge services; and any other offerings we approve from time to time ("Approved Products and Services"). We may update Approved Products and Services from time to time in the Operations Manual.

All Approved Products and Services offered, sold, scheduled, or delivered by you, any Principal Owner, or any individual or entity acting on your behalf—including third party subcontractors, affiliates, family members, or related businesses—must be reported as Gross Revenue. These offerings must be provided only through your WIN Business. You may not operate or participate in any other entity, DBA, or brand to deliver these services.

Training and Certification. Before you begin offering any inspection services, you must become a WIN Certified Inspector. You must also complete any training, licensing, or certifications required by federal, state or local law for the services you offer, at your own expense. We may also require that you complete additional training or certifications provided by us or a third party we designate, at your own expense.

Industry Regulations. Many states have laws and regulations that may apply to the operation of your WIN Business. You may be required to obtain training, licenses or certifications before offering certain Approved Products and Services including but not limited to residential inspections, pest and WDO inspections, radon and mold testing, or other specialized services. These requirements may include completing training, passing exams, undergoing background checks, or holding active licenses or registrations.

This includes you paying all fees and costs related to obtaining and maintaining these credentials, such as course registration, exam fees, license applications, and renewals. Some states may also require you to complete a certain number of practice inspections or "ride-along" inspections under the supervision of a licensed or certified inspector. These activities may involve additional costs, including travel or compensation to the supervising inspector, which will be solely your responsibility.

Competition. The market for Approved Products and Services includes the general public and other establishments. For example, residential building inspections are performed for home buyers, home sellers,

and homeowners. Referral sources for the WIN Business may include real estate brokers and agents, attorneys, mortgage lenders, and relocation services.

You will compete for customers with other businesses offering similar services on a local, regional and national basis. The residential and commercial inspection services markets are highly competitive. You may compete with other national and local service providers offering competitive goods and services, including independent home and commercial inspection companies and other national franchisees and other WIN franchisees in your Territory. Inspection services connected with a real estate transaction tend to be seasonal, and are tied to various factors such as the overall performance of the economy and the performance of the residential real estate market. Residential inspection services for homeowners outside of the home buying or selling process can be tied to various factors such as age of homes or awareness among homeowners of home maintenance, safety and health issues.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer: Praful Mittal

Mr. Mittal joined us in November 2018. Mr. Mittal also serves as the President at Agamya Capital LLC in Chicago, Illinois, which he founded in 2013.

Vice President of Training, Marketing, and Products: Shubha Gangal

Ms. Gangal joined us in November 2018. Ms. Gangal is also the owner of SGP Group in Chicago, Illinois since its founding in January 2018.

Director of Training : Patrick T. Knight

Mr. Knight joined us in November 2018. Mr. Knight served as the Franchise Services Manager for our predecessor from August 2002 to November 2018 in Seattle, Washington.

ITEM 3: LITIGATION

Except as disclosed below, no litigation is required to be disclosed in this Item:

Franchisor-Initiated Litigation:

Enforcement of Franchise Termination Obligations and Royalty Collection: *World Inspection Network International LLC v. J. Strout Holdings, LLC, J Strout Group, LLC, Jonathan Strout, and Jamie Strout,* United States District Court for the Middle District of North Carolina, No. 24-cv-00146, filed February 23, 2024. The case was subsequently transferred to the United States District Court for the Northern District of Alabama (Case No. 2:24-cv-01110-RDP) on August 14, 2024. We took legal action against a former franchisee for violating their post-termination non-compete obligations following the expiration of their franchise agreement. The Court issued a permanent injunction on September 23, 2024 prohibiting the Defendants from competing against us. Defendants also agreed to pay us a monetary settlement of $41,000.

ITEM 4: BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5: INITIAL FEES

The "Initial Franchise Fee" for a WIN Business is $21,000. You pay us the Initial Franchise Fee when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstances. In limited instances, we may allow you to finance a portion of the Initial Franchise Fee. Included in the Initial Franchise Fee is the right to use our Marks, and access to the Operations Manual. We collected Initial Franchise Fees in 2025 that ranged between $14,250 to $15,000.

You will also pay us a fee of $9,500 to provide you with certain marketing and support services ("Startup Launch Program") prior to opening you WIN Business. You pay us the Startup Launch Program fee when you sign the Franchise Agreement. This fee is not refundable under any circumstances.

WIN FOR AMERICA Program Discount

We implemented the WIN FOR AMERICA program to provide a financial incentive to veterans and first responders to purchase a WIN Business. If you (or if you are an entity, the majority of your shareholders, members, or partners) were honorably discharged from the U.S. Armed Forces or are/were a first responder, and you meet our other qualifications to be a WIN franchisee, the Initial Franchise Fee you pay us when you sign the Franchise Agreement will be reduced by 10% to $18,900.

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ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	7% of monthly Gross Revenue or $280, whichever is greater.	Payable at source and/or on the seventh day of each month.	The minimum monthly of $280 is waived for the first 6 full months. We only accept payment by electronic funds transfer ("EFT"). See Notes 1 and 2.
System Brand Fee	4% of monthly Gross Revenue or $195, whichever is greater.	Same as Royalty Fee	The minimum monthly of $195 is waived for the first 6 full months. The System Brand Fee must be paid along with the Royalty Fee. See Note 3.
Infrastructure Fee	$425 for the first user per month. Each additional user $90 per month	Payable by the 7th day of each month.	The Infrastructure Fee includes access to the WINnovation Platform. See Note 4.
Renewal Fee	$0	Not applicable	We do not charge fee to renew. See Note 5.
Call Center Fee	None currently	Same as Royalty Fee	We may mandate you to use a specific Call Center (as defined in Item 8) in the future. See Note 6.
Financing Interest Rate	12% per year.	Payable by the 7th day of each month.	Only applicable if we offer you financing, and you and we enter into a promissory note. We only accept payment by EFT.
Convention Fee	$1,000 for the first attendee and $395 for each additional attendee	Payable by the 7th day of each month.	For the first convention, paid at the time of agreement signing. For subsequent conventions, paid in equal monthly installments by EFT. We may increase the fee upon written notice. See Note 7.
Bounced Payment	$75	Only if incurred.	You must pay us for each returned payment by your financial institution.
Interest	Calculated as 12% annually on unpaid balances.	At time the late payment is paid.	Payable on all overdue amounts. Interest will begin to accrue on the date when the payment was originally due.
Audit	Cost of audit plus expenses plus amounts owed per the audit plus 12% annual interest on owed amounts	Only if incurred.	Only applicable if we require you undergo an audit for any period. See Note 8.
Third-Party Transfer Fee	$7,500	Before transfer.	When any ownership in your WIN Business is sold to a third party other than an immediate family member.
Attorneys' Fees and Other Costs	Will vary under the circumstances	Only if incurred.	We may recover our costs and attorneys' fees if: i) you fail to comply with the Franchise Agreement; ii) we are joined in a lawsuit; iii) administrative or legal proceedings are commenced against us involving you.
Indemnification	Will vary under the circumstances	Only if incurred.	You must reimburse us for our losses and expenses as a result of third-party claims arising from your failures or breaches under the Franchise Agreement, your operation of the franchise or any other unauthorized acts.

Electronic Funds Transfer (EFT) Authorization and Timing. You are required to maintain and provide ongoing access for us to collect all fees and amounts you owe through electronic funds transfer ("EFT"), including ACH debits, direct withdrawals from your designated business bank account, or split transfers at the time of customer payment collection. This obligation does not require separate or additional authorization. We may initiate EFT withdrawals on a per-transaction, weekly, semi-monthly, or monthly basis, at our discretion. Your failure to ensure timely and uninterrupted EFT access is a material breach of this Agreement.

Designated Business Account for Client Collections and Fee Payments. You must designate and maintain a single, U.S.-based business bank account in the legal name of the entity operating your WIN Business (the "Designated Business Account"), used exclusively for the WIN Business. This account must be used to (i) receive all payments from clients and Referral Sources, and (ii) pay all fees and amounts owed to us or our affiliates via EFT. You may not use any other account, payment processor, collection method, or intermediary without our prior written approval. You must ensure that the Designated Business Account is fully funded and accessible for EFT at all times. You must give us at least fourteen (14) days' prior written notice before changing this account and must provide all documentation we request to update your EFT authorization. Failure to comply with these requirements constitutes a material breach of your financial and reporting obligations under the Franchise Agreement (see Item 17).

Required Use of Authorized Payment Methods. You must collect all customer payments using only the digital payment methods and merchant processing systems we designate, including credit and debit cards. You may not accept cash, checks, peer-to-peer transfers (such as Zelle, Venmo, or similar platforms), or any other payment method we have not authorized—even if requested by a customer. This requirement is non-negotiable and is essential to ensure compliance and accurate reporting,. Use of unauthorized payment methods is a material breach of the Franchise Agreement. We may authorize limited exceptions in writing, at our sole discretion, but you should not expect such exceptions.

Returned or Failed Transfers. You are responsible for all penalties, interest, or fees associated with failed or rejected EFT transactions, including a returned payment fee of $75 per occurrence.

None of the fees described above are refundable and the fees are uniformly imposed.

The following describes the fees listed above.

Notes:

(1) Gross Revenue. "Gross Revenue" means the aggregate dollar amount from all sales of Approved Products and Services, and any other goods or services that we authorize you to offer, whether made or provided directly by you, indirectly through third parties, or through any other business or individual including any affiliate, related party, family member, or subcontractor, whether for cash, credit, barter, or other non-cash consideration at fair market value, regardless of collection in the case of credit, and without any deduction for any costs, including, for example, third-party booking platform commissions.

Gross Revenue includes, without limitation:

(i) all sales of Approved Products and Services made or provided through your WIN Business;

(ii) all sales of Approved Products and Services made or provided by you or any Principal Owner, or by any business or individual acting on your behalf, under your influence or control, including through any affiliate, related party, family member, or subcontractor;

(iii) all sales of Approved Products and Services by you or any Principal Owner made under any "doing business as" (DBA) name, assumed name, or alternate brand, whether or not using the Marks;

(iv) all sales of Approved Products and Services made or provided by your WIN Business, whether or not using the Marks; and

(v) all revenue from Approved Products and Services that are marketed, booked, scheduled, or fulfilled through WIN-approved materials, branding, systems, or platforms, including digital platforms or call centers.

Gross Revenue does not include:

(a) bona fide gratuities paid by customers to your WIN Business employees that are not disguised service charges or compensation for Approved Products and Services;

(b) any sales tax or other tax you collect from your customers and pay to the appropriate authority;

(c) any customer refunds issued in good faith to advance the goodwill of the WIN Business; and

(d) payment processor fees unless we explicitly include such fees in the future.

For clarity, Gross Revenue includes all revenue for any Approved Products and Services offered, sold, or delivered by, through, or in connection with you, any Principal Owner, or your WIN Business, regardless of the entity, trade name, or channel used to perform or deliver such services, and regardless of whether the Marks were used in connection with those services.

(2) Royalty Fee. You must pay us a Royalty Fee that is the greater of (a) $280 per month, or (b) 7% of the Gross Revenue for the month. Your Royalty Fee will be due by the seventh of each calendar month for the prior month. For the first full 6 months from the date you sign your Franchise Agreement, the minimum Royalty Fee of $280 will be waived and Royalty Fee will be equal to 7% of the Gross Revenue for the previous month; provided that if the Franchise Agreement is terminated due to any reason, and if during any of the first 6 months after the Effective Date, you owed us less than the minimum Royalty Fee of $280 per month in any month, you must pay us the difference between the minimum Royalty Fee of $280 per month and what you actually owed us for each of those months. Your Royalty Fee will be due by the 7th of each calendar month for the prior month. We may collect such fee at source by automatically deducting from the monies paid by clients for any job your WIN Business performs.

(3) System Brand Fee. You must pay us a System Brand Fee that is the greater of (a) $195 per month, or (b) 4% of the Gross Revenue for the month for the marketing and promotional fund (the "System Brand Fund"). For the first full 6 months from the date you sign your Franchise Agreement, the minimum System Brand Fee of $195 will be waived and System Brand Fee will be equal to 4% of the Gross Revenue for the previous month; provided that if the Franchise Agreement is terminated due to any reason, and if during any of the first 6 months after the Effective Date, you owed us less than the minimum System Brand Fee of $195 per month in any month, you must pay us the difference between the minimum System Brand Fee of $195 per month and what you actually owed us for each of those months. Your System Brand Fee will be due by the 7th of each calendar month for the prior month. The monthly System Brand Fees will be deposited in the System Brand Fund, which is administered by us and consists of System Brand Fees paid by all franchisees. We may not deposit the System Brand Fee in a separate bank account; however, we maintain a ledger of the System Brand Fund receipts and disbursements. If we or our affiliates own any WIN franchises, they will contribute to the System Brand Fund in the same manner as all other franchisees. We may collect such fee at source by automatically deducting from the monies paid by clients for any job your WIN Business performs.

(4) Infrastructure Fee. You are required to pay us an Infrastructure Fee of $425 per month for technology, services and support for one person's access (usually the Principal Owner or Designated Owner) to the WINnovation Platform, and if applicable, an additional subsidized fee of $90 per month for each additional user. This fee includes access to and support for the WINnovation Platform, one wini.com

email address, and a basic business telephone number (does not include full service telephony), which you must use as your WIN Business number for forwarding business calls to another telephone number. Comprehensive phone features, including advanced features such as call queues, are available at additional cost. The Infrastructure Fee may be increased by us upon 90 days' notice to you. We will not increase the Infrastructure Fee more than 20% per calendar year and the Infrastructure Fee will not be adjusted more than once in a calendar year. You will perform ongoing maintenance, repairs and upgrades for your computer hardware and software, at your expense, and there is no contractual limitation on the frequency or costs of these obligations in the Franchise Agreement.

(5) Renewal Fee. You must, at a minimum of six (6) months prior to your renewal date, inform us in writing that you intend to renew your Franchise Agreement ("Renewal Notice"). There is no fee for renewal. If you do not provide us the Renewal Notice, we may decide to not grant you the opportunity to renew your Franchise Agreement. Providing us with a Renewal Notice does not automatically give you a right to renew. Rather, we may accept or deny your request to renew based on your past compliance with the Franchise Agreement.

(6) Call Center Fee. Currently, there is no Call Center Fee. However, we may require with a 90 days' notice that you must begin to utilize a call center infrastructure (technologies, personnel, third parties) mandated by us. Such call center infrastructure usage may entail a monthly fee and/or a per booking fee, which we estimate to be $150-$250 per month plus $10-$25 per booked inspection. We will not increase the Call Center Fee by more than 25% per calendar year. We may collect such fee at source by automatically deducting from the monies paid by clients for any job your WIN Business may perform.

(7) Convention Fee. You must pay the Convention Fee for your first WIN Convention when you sign the Franchise Agreement. For each subsequent WIN Convention, you must pay the then-current Convention Fee in monthly installments. You must pay the annual Convention Fee for the first attendee even if you fail to attend the WIN Convention to cover the costs and expenses we incur to provide you with the opportunity to attend the WIN Convention. You will be required to pay the convention fee for each additional attendee along with the Initial Franchise Fee. The Convention Fee is currently $1,000 for the first attendee, and $395 for each additional attendee. We may increase the Convention Fee or adjust the installment schedule with written notice. We will not increase the Convention Fee by more than 15% per calendar year.

(8) Audit. We may require you to complete an audit at any time with no prior notice, including as a condition of renewing the Franchise Agreement. If we require an audit as a condition of renewal, you must pay the third-party auditor for the cost of the audit. If we require that you undergo an audit for any period, and the Gross Revenue or underlying metrics (such as number of inspections transacted) shown in your statements for that period should be found to be understated by more than 2%, you must immediately, after such findings, pay us for our cost of such audit plus reasonable expenses plus the understated amount and interest on the understated amount from the date of underpayment. We will pay the cost of the audit if the results of the audit show you did not understate your Gross Revenue or number of inspections by more than 2%.

If you fail to produce accurate and complete records within 10 business days upon request or during any audit or inspection, or if the records provided are incomplete, inconsistent, or unreliable, we may estimate Gross Revenue based on available evidence including comparable franchise performance, historical data, sales patterns, or other factors we deem reasonable. In such cases, our estimate of Gross Revenue shall be final and binding, and royalties, fees, penalties, and interest will be assessed accordingly. Franchisee waives any right to dispute the estimate unless complete and verifiable records are submitted within the original response period. Payment of all such amounts calculated based on estimates shall be due and payable in accordance with your fee schedule, and subject to any applicable late fees, interest, and enforcement rights under this Agreement.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR A START-UP WIN BUSINESS

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (See Note 1)	$21,000	Lump sum	When you sign the Franchise Agreement	Us
Convention Fee	$1,000	Lump sum	When you sign the Franchise Agreement	Us
Real Estate and Improvements (See Note 2)	$0	Not Applicable	Not Applicable	Approved Suppliers
WIN Branding Kit (See Note 3)	$3,500	Lump Sum	Before opening	Approved Suppliers
WIN Vehicle Branding (See Note 4)	$1,250 - $3,100	Lump Sum	Before opening	Approved Suppliers
Inspection + Tool Kit (Note 5)	$4,000	As incurred	Before opening	Approved Suppliers
Computer Hardware and Software (See Note 6)	$500 - $2,500	As incurred	Before opening	Approved Suppliers
Insurance Premiums—First 3 Months (See Note 7)	$800 - $1,000	Monthly, quarterly, or yearly	Before opening	Approved Insurance Carriers, and Associations
Business Organizational Filings and Licensing Fees (See Note 8)	$750 - $1,700	As incurred	Before opening	Approved Suppliers Government Agencies
Startup Launch Program (See Note 9)	$9,500	As incurred	When you sign the Franchise Agreement	Us
Additional Funds—First 3 Months (See Note 10)	$1,000 - $2,500	As incurred	As incurred	Us, Approved Suppliers, and/or Third Parties
TOTAL (See Note 11)	$42,300 - $49,800			

In addition to the fees described in Items 5 and 6, you will be required to make the payments described above. All fees payable to us are non-refundable and must be paid by EFT, unless otherwise noted. The fees are uniformly imposed unless we, in our discretion, lower the fees. The following describes the fees listed above.

Notes:

(1) Initial Franchise Fee. The Initial Franchise Fee is described in Item 5.

(2) Real Estate and Improvements. We recommend you operate your WIN Business from your home. We assume you have basic furniture in your home such as a desk and chair to conduct your business. If your home is not located in your Territory, you must receive our prior written approval to operate your WIN Business from your home. You may not use a virtual address or mailbox provider such as a P.O. Box

or a UPS Store as your business address. You must operate from a physical location that complies with local zoning laws and any other applicable regulations.

(3) WIN Branding Kit. Before you open your WIN Business, you will be required to obtain from our approved suppliers, the WIN Branding Kit that will provide (i) marketing materials including business cards and marketing brochures, and (ii) WIN branded apparel to wear when you meet with clients and referral sources, when you conduct inspections, and at other various business events. Many WIN Business Owners choose to invest in additional marketing products beyond the kit, which may increase to the expenditure on marketing materials and marketing events such as trade shows.

(4) WIN Vehicle Branding. Before you open your WIN Business, you will be required to obtain from our approved suppliers the WIN branded decal package that conforms to our brand standards. The branding cost of your vehicle may be higher than the estimated range due to specific features of your vehicle. If you live in a community that prohibits identified vehicles, we will grant you an exception so that you may use alternative vehicle identification instead. The costs of an Approved Vehicle (as defined in Item 8) are not included in Item 7 because we assume that you already own a vehicle that should meet the qualifications for an Approved Vehicle.

(5) Inspection+ Tool Kit. Before you open your WIN Business, you must order the extensive tools and equipment we identify and require (the "Inspection+ Tool Kit") for you to provide a wide variety of inspection services beyond a typical home or commercial inspection. You may, at your discretion and upon our subsequent approval, purchase additional equipment for various service offerings, for example sewer scoping, radon testing, and chimney inspections, among others.

(6) Computer Hardware and Software. We assume you have internet connection, a smart phone and a working computer you may have purchased in the last four years. If you do not already own a smartphone and/or a laptop or desktop computer, you must purchase those devices (and incur additional cost for those items) that meet our specifications to input inspection data into the WINnovation Platform and deliver electronic copies of the inspection report either on-site or within 24 hours after the inspection. If you do not already own a tablet computer, you may be required to purchase one. You'll be required to purchase a license for QuickBooks Online accounting software.

(7) Insurance Premiums for First 3 Months. Before you open your WIN Business and at all times during the term of the Franchise Agreement (including all renewal periods), you must obtain and maintain in full force and effect insurance policies insuring you and us against any liability that may accrue by reason of your operation of the WIN Business. For example:

Professional liability insurance (also known as error and omissions insurance): $1,000,000 per occurrence and $1,000,000 in the aggregate.

General liability and product liability insurance: $1,000,000 per occurrence and $1,000,000 in the aggregate.

Commercial automobile insurance: $1,000,000 per occurrence and $1,000,000 in the aggregate.

Workers' compensation and occupational disease insurance: $500,000 in the aggregate.

Other insurance as may be required by statute or regulation of the state in which you operate the WIN Business.

You must maintain such additional coverage and higher policy limits as we may reasonably specify from time to time via the Operations Manual.

You must name us, our affiliates, and our and our affiliates' respective owners, officers, directors and employees as additional insureds for each required policy. In addition, you must maintain workers'

compensation insurance, employer's liability insurance, and any other insurance as may be required by law in the jurisdiction in which your WIN Business is located. We will provide you with a list of approved insurance carriers in the Operations Manual, and you must obtain required insurance coverages from an insurance carrier approved by us. In order to obtain and maintain these insurance policies, you will typically be required to pay part of the insurance premium upfront. We estimate that the cost of professional liability insurance, general liability insurance, and incremental endorsement for commercial auto policy on an existing auto policy to be $3,200 to $4,000 in the first year, with your initial insurance premium of approximately $800 to $1,000. The cost of coverage will vary based on several factors, for example, the area in which your WIN Business is located, your experience with the insurance carrier, your loss experience, your expected level of sales, and other factors beyond our control.

(8) Business Organizational Filings and Licensing Fees. Before you open your WIN Business, you may need to obtain, at your own expense, any required certification, registration, or professional license. Costs associated with this can vary depending on your location. As of the date of this document and to the best of our knowledge, the states that are known to have laws, regulations or programs that require home inspectors to be certified, registered or licensed include the following: Alabama, Alaska, Arizona, Arkansas, Connecticut, Delaware, Florida, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Mississippi, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin. Other states may have trade practice laws or other laws or pending laws that affect how home inspectors or commercial inspectors conduct their business in those states. Municipal or county home inspection regulations may also apply in some areas. It is your responsibility to investigate your state or local requirements and plan accordingly. Certain states may require that you complete third-party coursework, training and/or field work such as "Ride-along Inspections" under the supervision of another licensed inspector. Such coursework, training, fieldwork, or certifications and licenses for additional services may require additional time and expenses that will be above and beyond the estimates we have provided. You will be required to register an LLC in your state of business at your own expense.

(9) Startup Launch Program. You will pay the non-refundable Startup Launch Program fee at the time of signing the Franchise Agreement and before opening your WIN Business. We developed and operate the Startup Launch Program, which provides you initial start-up services as you initially launch your business.

(10) Additional Funds – First Three Months. This amount estimates the expenses you may incur during the first three months of startup of your WIN Business for various expenses such as accounting and/or legal services, gasoline and vehicle maintenance.

(11) Total Initial Investment. The figures stated do not include salaries, draws, your living expenses or applicable taxes, or fees payable to us (except as provided above). However, we estimated this amount based on our and our predecessors' over 30 years of experience franchising WIN Businesses.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure a consistent brand and quality of products and services, you must maintain and comply with our quality standards. We will provide you information on these standards through the Operations Manual and other official communications we designate from time to time. These materials form part of the WIN Home Inspection System. As we determine trends in the marketplace or develop new marketing techniques, technologies, products and services, we anticipate that we will develop new and/or modify existing standards and notify you through Operations Manual amendments. You must comply with all such mandatory standards.

In operating your WIN Business, you may only use approved or designated materials, supplies, equipment, tools, vehicle decals, vehicle wraps, WIN career wear, signs, inventory, supplies, forms, printed and electronic advertising materials that we have approved as meeting our specifications and standards for appearance, function and performance ("Approved Items"). You may purchase Approved Items from any supplier we approve or designate. We or one of our affiliates may be a designated or an approved supplier of one or more Approved Items.

Initial Products

Before you open your WIN Business, you must order from the approved suppliers the initial products we require, including products in the WIN Branding Kit and the Inspection + Tool Kit. You must provide us proof of such orders before you open your WIN Business.

Vehicle

You must own or lease at least one vehicle that meets our standards and specifications for use in your WIN Business (the "Approved Vehicle"). Before you open your WIN Business, you must purchase the required WIN branded decal or wrapper package for your Approved Vehicle. You may not operate or advertise your WIN Business using any unbranded or unapproved vehicle. Failure to maintain an Approved Vehicle in the required condition may be treated as a material breach of your Franchise Agreement. You will utilize the Approved Vehicle in conducting the WIN Business. If your residential community prohibits identified vehicles, please refer to Note (4) in Item 7 for guidance on approved alternative vehicle identification methods.

The condition of your vehicle, among other factors, is expected to have a strong influence on the growth of your business. We may ask you to repair or replace the Approved Vehicle(s), including rebranding, rewrapping, or re-decaling with our then-current requirements. If at any time in our reasonable judgment, the general state of repair, appearance, or cleanliness of the vehicle(s) does not meet our then-current standards, we will notify you accordingly and specify the action(s) you must promptly take to rectify the deficiency.

Computer Hardware and Software

We require that you obtain and use certain computer hardware and software to operate your WIN Business. We require you to use a smart phone, and optionally a tablet computer, purchased in the last 4 years for all inspections you complete in your WIN Business (collectively, the "Inspection Device"). We also require you to have a computer to operate your WIN Business including booking orders. You will be responsible for any accessories, repairs, replacement or upgrades to your Inspection Device and all other hardware, as mandated by the Operations Manual and as required for compatibility with WINnovation Platform. These items must meet our specifications, but you may purchase them from any vendor.

You must also use only the payment processing and collection systems we authorize, and all revenue must flow through your Designated Business Account as defined in the Franchise Agreement.

As of March 16, 2026, we are the only approved supplier for the WINnovation Platform, and in the future, we may have another affiliate of ours be the partial or sole supplier of the WINnovation Platform.

Insurance

Before you open your WIN Business and at all times during the term of the Franchise Agreement (including all renewal periods), you must obtain and maintain in full force and effect those insurance policies we

require, including but not limited to the following, insuring you and us against any liability that may accrue by reason of your operation of the WIN Business. Failure to obtain or maintain required insurance, or to name us as an additional insured, constitutes a material and non-curable breach of your Franchise Agreement.

Insurance Policy	Minimum Coverage Requirements
Professional Liability Insurance (also known as Error and Omissions Insurance)	$1,000,000 per occurrence $1,000,000 in the aggregate
General Liability and Product Liability Insurance	$1,000,000 per occurrence $1,000,000 in the aggregate
Commercial Automobile Insurance	$1,000,000 per occurrence $1,000,000 in the aggregate
Workers' Compensation and Occupational Disease Insurance	$500,000 in the aggregate

In addition to or if applicable in lieu of the above, you must maintain any other insurance as may be required by statute or regulation of the state in which you operate the WIN Business. If your state or local insurance requirements, including coverage requirements, are less stringent or lower than what we have specified, you must comply with our requirements. We will provide you with a list of approved insurance carriers, and related information in the Operations Manual, and you must obtain required insurance coverages from an approved insurance carrier. You must name us, our affiliates, and our and our affiliates' respective owners, officers, directors and employees as additional insured for each required policy. All insurance policies must contain a waiver of the insurance company's right of subrogation against us and must provide that we will receive prior written notice of any material change, termination, expiration or cancellation of any policy.

We may periodically change the minimum coverage and deductible requirements for you, and we may require different or additional kinds of insurance for you to reflect economic, industry, or standard changes in your liability and insurance coverage. We will provide you prior written notice and at least 45 days to obtain the revised insurance policies.

At least two weeks before you open your WIN Business, you must provide us with copies of the certificate of insurance, insurance policy endorsements, or other evidence of compliance with our insurance requirements. Further, you must send us a copy of the evidence of the renewal or extension of each insurance policy in a form we require, including certificate of insurance, at least two weeks before the expiration of your then current policy.

WIN Marketing and Promotional Materials

You may purchase from approved suppliers any approved marketing materials you want to use in your WIN Business, including brochures, business cards, career wear, promotional items, vehicle decals and wraps, signage, and other marketing materials. Additionally, you may purchase these materials from a third party provided the purchased materials comply with our standards as described in the Operations Manual. Immediately upon receipt of notice from us, you must stop using any marketing material you procured from a non-approved supplier if, solely in our judgment, that marketing material violates our policies and procedures or could adversely impact the Marks or the WIN Home Inspection System. We are the sole arbiter of whether any marketing materials conform to our standards, and our decision is final.

Supplier and Product Approval

You must purchase or lease certain Approved Items only from our designated or approved suppliers, which may include our affiliates or us. The Operations Manual will contain a list of approved manufacturers, suppliers, and distributors, and a list of approved items we deem necessary to operate your WIN Business. These lists may include suppliers from which you must purchase certain items, or specific brands or types of items that you may buy from any source provided that the items conform to the standards and specification we designated. Approved suppliers, specifications, and standards are determined based on the current needs for operating WIN Businesses, and we may make changes in the Operations Manual without prior notice.

With the exception of the WINnovation Platform, neither we nor our affiliates are currently the only designated or approved supplier of any other products or services. We and our affiliates reserve the right to be one of, or the sole, designated or approved supplier in the future.

We consider a variety of factors when considering which suppliers we will deem as approved suppliers, such as price, service, quality, warranty, delivery terms, ability to provide products and services that meet our specifications, responsiveness, and other commercially reasonable benchmarks. If you want to use a material, supply, equipment, product or sign that we have not yet approved, or you want to purchase any items from any supplier that we have not approved, you must first notify us in writing and must submit to us, at our request, sufficient information, specifications, and samples for us to determine whether the services, material, supply, equipment, product or sign complies with our specifications and standards, or whether the supplier meets our approved supplier criteria. We reserve the right to approve or disapprove without any obligation to provide an explanation of the approval criteria to you. Within 90 days of receiving your request, we will either accept or reject the proposed item or supplier. You will not distribute or offer for sale any products or services of the proposed supplier until you receive our written approval. Currently, we do not charge a fee to evaluate alternative supplier or items, but we reserve the right to charge a fee in the future. We may revoke our approval of any supplier or item with 30 days' prior written notice to you. Upon receipt of written notice of such revocation, you must cease to purchase from the disapproved supplier(s) or to purchase the disapproved item(s). Other than for your WIN Business, you will not, directly or indirectly, purchase products and services for a business (from which you may derive direct or indirect benefits) that plans to compete or is competing by offering Approved Products and Services without our prior written consent.

You are not entitled to challenge our selection of suppliers or specifications, and no sourcing flexibility exists unless explicitly granted by us in writing. You may not use, promote, or purchase competing tools, templates, or systems that replicate or substitute any part of the WINnovation Platform or other proprietary resources.

Call Center

You may be required to use technology and/or answering and inspection booking services ("Call Center") in the operation of your WIN Business. We may, in the future, ourselves or through an affiliate, offer Call Center services, and you will be required to begin utilizing these services from us or our affiliate and pay an additional fee for these services within 90 days from receiving written notice from us. Failure to timely adopt required Call Center services once mandated by us or our affiliates may be treated as a breach under your Franchise Agreement.

Revenue and Rebates

During our last fiscal year ending December 31, 2025, neither we nor our affiliates received any revenues or rebates from the sale of required products and services to our franchisees. We and our affiliates reserve the right to collect rebates and other consideration from any third party designated and approved suppliers. These rebates or consideration may not be reasonably related to services we or our affiliate provide to these third parties. None of our officers owns an interest in any such third party supplier. Some of our officers own an interest in us. We are not obligated to share any rebates or consideration we receive from designated suppliers with franchisees.

Miscellaneous

We estimate that the purchase of required items from designated or approved suppliers (which may include us or our affiliates), or those meeting our standards and specifications, will be approximately 30% to 45% of your total cost to establish your WIN Business, and between 10% to 25% of your total cost of operating your WIN Business.

We do not have any purchasing or distribution co-operatives as of March 16, 2026. We may negotiate purchase arrangements with designated and approved suppliers for the benefit of our franchisees. We do not provide material benefits, such as renewing or granting additional franchises, based on the franchisee's use of designated or approved suppliers or purchases of particular products or services.

ITEM 9: FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement 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	2	11
b.	Pre-opening purchase/lease	5 and 10(G)	5, 7, 8, 11
c.	Site development and other pre-opening requirements	2, 5, and 10(G)	11
d.	Initial and ongoing training	6 and 10(F)	11
e.	Opening	5 and 15(B)	11
f.	Fees	3(B), 4, 6(D), 13(C), and 15(C)	5, 6, 7, 11
g.	Compliance with standards and policies/operations manual	5, 6, 10	8, 11, 16
h.	Trademarks and proprietary information	7, 8, and 14	13, 14
i.	Restrictions on products/services offered	2 and 10	8, 16
j.	Warranty and customer service requirements	10(C)	None
k.	Territorial development and sales quotas	2	12
l.	Ongoing product/service purchases	5(E), 10, 11(A), and 12(A)	8, 11
m.	Maintenance, appearance and remodeling requirements	5(B), 5(G) and 10	8
n.	Insurance	10(G)	7, 8, 17
o.	Advertising	11	6, 8, 11
p.	Indemnification	4(J), 9(C-D), and 21	6

	Obligation	Section in Franchise Agreement	Disclosure Document Item
q.	Owner's participation/management/staffing	10(F)	11, 15
r.	Records and reports	12	6, 11
s.	Inspections and audits	13	6, 11
t.	Transfer	15	17
u.	Renewal	3(B)	17
v.	Post-termination obligations	14(B) and 17	17
w.	Non-competition covenants	14	17
x.	Dispute Resolution	18 and 19	17
y.	Personal guaranty and payment obligations	15(G) and Exhibit D	10, 15, 22
z.	Sublicense of software	5(E)	8
aa.	Vehicle requirements	5(G) and 10(A)	7, 11
bb.	Convention	4(L), 6(D)	6, 11
cc.	Promissory Note	4(B) and Exhibit E	5, 10
dd.	Grant of Security Interest	None	None

ITEM 10: FINANCING

Except as indicated below, we require that the Initial Franchise Fee described in Item 5 be paid to us at the time of signing the Franchise Agreement.

We may provide optional financing for a portion of the Initial Franchise Fee to qualifying franchisees. We are not obligated to offer financing, and the decision to do so is entirely at our discretion. We may finance up to $10,000 of your Initial Franchise Fee for up to 36 months, provided that at the time you sign the Franchise Agreement, you also sign the Promissory Note ("Note") attached as Exhibit E to the Franchise Agreement. The annual interest rate will be 12%, and if we finance $10,000 of your Initial Franchise Fee, your monthly payment will be $332.14 for each of the 36 months of financing to pay off the loan and interest. The Note does not contain a prepayment penalty, does not require a security interest, and no person other than you (and, if you are an entity, your Principal Owners) must sign the Note. A personal guarantee of the Note is required.

If you accept financing from us and sign the Note, you will be required to waive any right to presentment for payment, notice of non-payment, protest, notice of protest, and notice of any renewals, extensions, amendments, or modifications of the Note. Other than as mentioned directly above, neither the Note nor any other financing document you sign will contain any waiver of defense or similar provision.

If you default under the Note by not making payments when due, at our option, we may, in our sole discretion, take one or more of the following actions: (a) require you to immediately pay us the entire amount of the unpaid balance plus any accrued interest; (b) suspend your access to the WINnovation Platform; (c) terminate the Franchise Agreement. You must pay us any attorneys' fees and other costs we incur in collecting the monies owed by you to us. We also have the right to accelerate the payments against the Note if you are in default under the terms of the Franchise Agreement, the Franchise Agreement terminates, or if you assign or sell your WIN Business. For clarity, we may accelerate repayment of the Note even if you are not in default under the Note itself, but are in default under the Franchise Agreement or attempt to transfer or terminate the WIN Business. You must pay all amounts owed to us, including any amounts financed by us, before you may be allowed to assign or sell your WIN Business.

We have not in the past and do not currently intend to sell, assign, or discount to any third party the Note or any other financing document you sign.

If applicable, we will comply with appropriate laws and regulations governing direct financing we offer to you, such as the California Finance Lenders Law.

Other than as described above, we do not offer direct or indirect financing, we do not guarantee your loans, leases, or other obligations, and we do not receive payments or other consideration for the placement of financing. We reserve the right to modify, suspend, or eliminate this financing program or any of its terms at any time, in our sole discretion, without notice.

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

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

Pre-Opening Assistance

Before you open your WIN Business, we will:

1) Designate your Territory. (Section 2(A) and Exhibit B to the Franchise Agreement)

2) Conduct initial training, which may be remote and/or in person, and require you to complete all assigned training modules and assessments to our satisfaction before opening your WIN Business. (Section 6(A) of the Franchise Agreement)

3) Provide you access to the Operations Manual. (Section 6(F) of the Franchise Agreement)

4) Provide you with access to the WINnovation Platform. (Section 5(E) of the Franchise Agreement)

5) Provide you guidance, as needed, for procuring recommended computer hardware and software for your WIN Business. (Sections 5(C), 5(D) of the Franchise Agreement)

6) Assist you in procuring required services and products to establish your WIN Business. Provide you access to approved suppliers. (Section 6(E) of the Franchise Agreement)

7) Establish a digital and social media presence for your WIN Business. (Sections 7(C) and 10(H) of the Franchise Agreement)

8) Approve the assignment of the Franchise Agreement to a wholly owned entity, if you are an individual. (Sections 5(A) and 15(B) of the Franchise Agreement)

9) Provide you with the list of approved suppliers to purchase the initial products we require, including products in the WIN Branding Kit and the Inspection + Tool Kit. You do not purchase these items from us, and we do not deliver or install them.

Operations Manual

We will provide you with access to the Operations Manual (as defined in Item 1), which contains proprietary policies, procedures, standards, and guidelines for operating your WIN Business. The Operations Manual is updated from time to time and is accessible through our intranet and other internal systems. The

Operations Manual has approximately 200 documents on the intranet ,totaling approximately 480 pages. You are required to comply with the Operations Manual. You may not copy, reproduce, or share the Operations Manual or any part of it with any person not authorized by us in writing. The table of contents is attached as Exhibit B.

WIN Office Location

The physical address of your WIN Business must be approved by us in writing before you can begin to operate your WIN Business (the "Approved Location"). The Approved Location should preferably be within your Territory. Without prior written consent from us, you are not allowed to use a virtual address as the address of your WIN Business. Even if we approve your use of a virtual address as an Approved Location on a temporary basis, you must, within 30 days of our request, obtain and use a physical address instead. We recommend operating your WIN Business from your home, subject to zoning laws and our written approval. You must have our written approval to change the Approved Location. We consider a number of factors in deciding whether to approve or require you to relocate an Approved Location, including the general location, the size of the location, and other relevant factors. If you fail to obtain an Approved Location within 30 days from the date you sign the Franchise Agreement, we may put you in default and terminate the Franchise Agreement.

Time to Open

Generally, the amount of time it takes to open your WIN Business from the date you execute your Franchise Agreement is between 60 and 120 days. Factors that may affect your ability to open the WIN Business include financing, state licensing requirements, training, and other factors. We require you to open the WIN Business within 120 days from the day you sign the Franchise Agreement. At your written request, and at our sole discretion, we may grant a one-time extension for up to an additional 90 days. If you are not open for business within the required time, we may terminate the Franchise Agreement.

Post-Opening Assistance

During the operation of your WIN Business, we will:

1) Provide you access to updates to the Operations Manual. (Section 6(F) of the Franchise Agreement)

2) Provide updates or replacements to the WIN Home Inspection System infrastructure, including the WINnovation Platform. (Section 5(E) of the Franchise Agreement)

3) Host periodic WIN Conventions. (Section 6(C) of the Franchise Agreement)

4) Manage the System Brand Fund. (Section 11(B) of the Franchise Agreement)

5) Provide you with a personalized web page on our website, business email address, and periodic updates on the business. (Section 10(H))

6) Provide reporting on business metrics. (Section 6(E) of the Franchise Agreement)

We may, but are not obligated to, provide additional support beyond what is described here. Any such assistance will be discretionary, non-binding, and may be modified or withdrawn at any time. The nature, frequency, and length of our assistance will be at our discretion. Our representatives may be available by phone and/or email during normal business hours. (Section 6(E) of the Franchise Agreement.)

We may, but are not required to, assist you in establishing prices, such as setting minimum and/or maximum prices, at which you must sell products and services, but you are solely responsible for setting your own prices. We reserve the right to delegate some or all of our pre-opening and continuing obligations under the Franchise Agreement to third parties chosen by us. Except as described above, we do not provide any additional assistance to you.

Advertising

System Brand Fund

We operate the System Brand Fund. We may use the System Brand Fund to conduct brand advertising, marketing, promotional and public relations campaigns, including paying for the cost of personnel, research, design, and tools and techniques for digital, social media and print marketing, and preparing and conducting print, radio, television, Internet, electronic, digital and billboard advertising and the WIN Convention, and employing outside agencies with the objective of protecting and enhancing the Marks. Further, we may use the System Brand Fund to develop marketing and promotional materials for use in national, regional, or local markets. We may contract with outside advertising agencies and third-party vendors for certain marketing initiatives and promotional materials and to create and implement marketing and public relations campaigns. Not all example activities listed here may be implemented. We will determine, at our sole discretion, the use of the monies in the System Brand Fund. We are reimbursed for all expenses and costs incurred by us related to the promotion of the WIN® system and the Marks, including personnel costs as well as reasonable administrative costs and overhead we incur in administering the System Brand Fund.

System Brand Fees that are not spent in any fiscal year will be carried over for future use. We may make loans to the System Brand Fund bearing reasonable interest to cover any deficit of the System Brand Fund and cause the System Brand Fund to invest the surplus for future use by the System Brand Fund. System Brand Fees will not be used for advertising principally directed at the sale of franchises. We are not required to spend any amount from the System Brand Fund on marketing or advertising in your Territory. We may not deposit the System Brand Fee in a separate bank account; however, we maintain a ledger of the System Brand Fund receipts and disbursements.

Within 90 days of receiving your written request, we will provide you with an annual unaudited statement of the receipts and disbursements of the System Brand Fund for the calendar year prior to the date of your written request.

You will pay us a monthly System Brand equal to 4% of monthly Gross Revenue or $195, whichever is great. The minimum monthly of $195 is waived for the first 6 full months. The System Brand Fees will be deposited in the System Brand Fund, which is administered by us and consists of all System Brand Fees paid by all franchisees. If we or our affiliates own any WIN franchises, they will contribute to the System Brand Fund in the same manner as franchisees.

In the year ended December 31, 2025, the System Brand Fund expenditures were:

Brand Infrastructure and Digital Marketing	89%
Administration/Brand Support	11%
TOTAL	**100%**

The expenditures include a proportional allocation of the compensation and expenses of our in-house resources. Administration/Brand Support includes our expenses and staff compensation incurred for supporting the brand and related administrative functions.

Recommended Additional Local Promotion

In addition to the System Brand Fund, after the first 3 months after signing of your Franchise Agreement, we recommend you spend at least $600 per month on additional local marketing, and gradually increase that spend, typically between 5% and 10% of your Gross Revenue. You must use our approved marketing and promotional materials purchased from approved suppliers to promote your WIN Business. You may, at your own cost, develop local marketing materials, but you may not use, publish, or distribute them without our prior written approval, which may be withheld at our sole discretion. If we inform you that any of your marketing materials do not satisfy our standards, which we will determine at our sole discretion, you must immediately cease using such materials.

Startup Launch Program

We developed and operate the Startup Launch Program to provide you with certain initial start-up services as part of the launch of your WIN Business.

Franchisee Advisory Council

We created, sponsor, and endorse the Mentorship Advisory Council ("MAC"), whose purpose includes individual and collective growth of all our franchise owners. MAC serves solely in an advisory capacity and has no decision-making authority. We have the right to form, change and dissolve the MAC and its bylaws without prior notice, including amending the nomination process and adding or reducing the number of MAC members.

Cooperatives

You are not required to join any organizations or associations of franchisees, advertising council, or cooperative that we may establish or that is established at our direction for promoting, coordinating, and purchasing advertising.

We are not required to spend any amount on advertising in your Territory.

Computer Hardware, Software, and Other Technology

Hardware

The Inspection Device is an important tool you must use when you conduct inspections. You will use the Inspection Device to input inspection data into the WINnovation Platform and deliver electronic copies of the inspection report either on-site or within 24 hours after the inspection.

We require that you use certain additional computer hardware such as a desktop, laptop, or tablet to operate your WIN Business. We anticipate you may already own such hardware, in which case you will not have to incur additional expenses. If you do not already own such hardware, we estimate the cost will be $500 to $2,500. You will be responsible for purchasing accessories, and any repairs, replacement or upgrades to the Inspection Device, computer and related hardware and software. You may need to purchase a data plan to support internet access to the Inspection Device, and the estimated cost of a data plan is typically $10-$20 per month when added to an existing mobile plan. You will also be responsible, at your own cost, to replace, upgrade, or otherwise update your computer and related hardware and software, as we require, and there is no contractual limitation on the frequency or costs of these obligations in the Franchise Agreement. While we recommend you deliver the inspection report electronically, you may, at your own time and

expense, print inspection reports and deliver them in presentation binders that must be approved by us but can be purchased from any vendor.

The WINnovation Platform

The WINnovation Platform (as defined in Item 1) is required for operating your WIN Business. It includes certain tools and systems that we may develop, license, enhance, or replace over time. You must implement and use the most current version of the WINnovation Platform and any updates, upgrades, or components we designate.

If you fail to adopt updates or do not follow our technical instructions, you may be subject to additional fees, suspension of access, or termination under the Franchise Agreement. If technical issues arise during the update process (e.g., compatibility problems or outdated hardware), you must work with us in good faith to promptly resolve the issues and bring your WIN Business into compliance.

We may provide data through the WINnovation Platform, such as but not limited to client or referral source lists.

You may be required to accept customary terms, conditions, or privacy policies in order to access or continue using any part of the WINnovation Platform.

Other Software and Programs

Currently, we require you subscribe to QuickBooks® Online for bookkeeping. We estimate the current cost for such software programs is approximately $40 per month. This does not include the cost associated with optional accounting or bookkeeping support.

Data Ownership, Access, Usage, and Control

We own all rights in, and have the right to independently access all information in any form or medium stored or generated, directly or indirectly, by your WIN Business or by any of your affiliates in connection with, relating to, or arising from the operation, marketing, sale, performance, or administration of the WIN Business, including through or using our Marks, WIN Home Inspection System, Inspection Device, WINnovation Platform, or any other computer, technology, software, account, or platform used for the WIN Business, such as information related to customers, referral sources, inspections, and financials, and any other information relating to or arising from the WIN Business or any services offered, marketed, scheduled, performed, billed, or collected in connection with it. This includes all information reflecting inquiries, leads, bookings, inspections, services, invoices, payments, refunds, and customer communications for the WIN Business, regardless of the technology, account, payment method, entity, or name through which such activity is conducted. We may access, use, store, copy, analyze, aggregate, and otherwise exploit such information to operate and improve the WIN Home Inspection System and related technology platforms and programs, administer the franchise relationship, ensure compliance with this Agreement and System Standards, support franchisees and customers, protect and enforce our rights (including the Marks), enhance and maintain brand consistency, and for analytics and other lawful business purposes. We may use such information (including in aggregated or otherwise derived forms) to develop, improve, offer, and monetize products, services, features, programs, and partnerships of WIN and its affiliates, and to personalize or optimize the customer experience and marketing across the WIN franchise system, subject to applicable law and our privacy and information security policies, including by making such information available to our affiliates and to service providers and partners in connection with such products, services, features, programs, and partnerships. You also acknowledge that we and others may derive value from such use, and we have no obligation to account to you for, share with you, or compensate

you for any such value, revenue, or other benefit. We have the sole right to determine the names of and information contained in any digital marketing programs or digital assets, including social media profiles, pertaining to your WIN Business. We may change the names of or information in any marketing programs, digital assets, and social media profiles pertaining to your WIN Business without any prior notice. We own and will have administrator access to, and control of, social media accounts related to your WIN Business, whether created by us or by you, to the extent necessary to protect the brand, maintain system standards, ensure continuity of operations, and administer and enforce this Agreement. You must comply with any written request from us to modify, remove, or delete any statement from you, whether in print or online, that we believe is not consistent with or could be detrimental to our brand or the Marks.

Training

Training for New Franchisees

The Designated Owner and any other person who will conduct inspections on behalf of your WIN Business who we approve ("Participant") must complete our multi-prong training program in person and/or via videoconferencing and/or audioconferencing, conducted remotely and/or at our corporate headquarters in Chicago, Illinois, and/or at another location that we may determine ("Training Program") to our satisfaction, unless we make an exception based on your prior experience, before you can open your WIN Business. The Participant must complete all the training course(s) that we will assign.

We generally offer the Training Program six to ten times per year, but that frequency may change without notice. The Training Program includes training regarding business operations, marketing your WIN Business, technical aspects of home inspection and commercial inspection, and technology systems in the WIN Home Inspection System. You will be responsible for all travel and living expenses in connection with the Training Program. In addition, the Participant may be required to conduct practice home inspections and commercial inspections to satisfy local licensing and certification requirements. We will not pay you any compensation for any practice inspections. You are responsible for all equipment, third party fees and services, travel and living expenses you or the Participant may incur for the Training Program. Once the Participant completes the Training Program to our satisfaction and earns a passing score on the technical exams, the Participant will become a "WIN Certified Inspector." We may offer additional training programs or refresher courses for continuing technical education from time to time. You must comply with the requirements of such additional training programs to maintain your status as a WIN Certified Inspector, and your status as a WIN Certified Inspector may be revoked if you fail to meet ongoing certification standards.

Additionally, you may be required to complete additional training classes and/or pass specific exams to attain and maintain local licenses and certifications. You will complete such classes and/or exams at your own cost and within reasonable time. We may supplement training programs with third-party suppliers to provide you with relevant and timely training. The following provides an estimated breakdown of the training hours for the Designated Owner or a Participant. If the Participant is primarily conducting inspections and not supporting business operations including marketing, the training hours for such Participant is expected to be less than those outlined below. Training hours include the hours spent in reviewing and completing virtual live as well as non-live training modules and classes. Field and practical training hours include the hours spent in completing field assignments under the supervision of qualified inspectors or training team, as well as independent assignments that you will be asked to complete. The training hours specified in Item 11 represent an estimated minimum requirement. The actual hours may exceed this estimate and are subject to change based on your performance, operational readiness, and regulatory requirements. You acknowledge that successful operation of the franchise may necessitate additional training beyond the minimum hours specified, and you agree to complete all required training as determined by us.

TRAINING PROGRAM

TECHNICAL TRAINING PROGRAM ESTIMATED HOURS:

Subject	Hours of Training	Hours of Field Training	Location
Exterior	8	3	Locally or Chicago, Illinois or remotely
Structure, Attics, Crawlspaces	8	3	Locally or Chicago, Illinois or remotely
Roofing	8	3	Locally or Chicago, Illinois or remotely
Interior	8	3	Locally or Chicago, Illinois or remotely
HVAC	10	5	Locally or Chicago, Illinois or remotely
Plumbing/Fuel Systems	8	3	Locally or Chicago, Illinois or remotely
Electrical	10	5	Locally or Chicago, Illinois or remotely
National SOP/COE	3	0	Locally or Chicago, Illinois or remotely
Ancillary Services	26	10	Locally or Chicago, Illinois or remotely
NRPP Radon	16	1	Locally or Chicago, Illinois or remotely
Report Writing	10	20	Locally or Chicago, Illinois or remotely
Business Technology	10	4	Locally or Chicago, Illinois or remotely
Total Hours	**125**	**60**	

BUSINESS & MARKETING TRAINING PROGRAM ESTIMATED HOURS:

Subject	Hours of Training	Hours of Practical Training	Location
Insurance/Risk Management	5	3	Locally or Chicago, Illinois or remotely
Financial & Business Operations	4	10	Locally or Chicago, Illinois or remotely
Relationship Building	8	16	Locally or Chicago, Illinois or remotely
Sales & Marketing Management	7	8	Locally or Chicago, Illinois or remotely
Business Launch Readiness	15	8	Locally or Chicago, Illinois or remotely
Total Hours	**39**	**45**	

TRAINING PROGRAM ESTIMATED HOURS SUMMARY:

Subject	Hours of Training	Hours of Field Training	TOTAL HOURS
Technical	125	60	**185**
Business & Marketing	39	45	**84**
Total Hours	**164**	**105**	**269**

The experience of our instructors includes the following:

Patrick Knight. Before joining WIN's predecessor in August 2002, Mr. Knight owned a WIN franchise in Bellevue, Washington. Mr. Knight's primary role is to oversee the technical aspects of the franchise training program as well as the field support program, which provides onsite assistance and guidance to WIN franchisees. Additionally, he provides operations support for improvement and training to franchise owners and assists with policy and procedure development for the WIN Home Inspection System. He holds a Bachelor of Arts in Education from Washington State University and has more than 29 years of teaching and training experience.

Abby Firmstone. Ms. Firmstone provides support in training, marketing and start up for new franchise owners. Ms. Firmstone joined WIN as Marketing Coordinator in February 2021. Her background includes assisting on marketing and training initiatives to help support growth.

Shubha Gangal. Ms. Gangal oversees and provides training and business coaching in sales, marketing, and business operations. Ms. Gangal joined WIN as Vice President of Marketing in November 2018. Ms. Gangal utilizes her experience as an entrepreneur in assisting business owners.

Hailey Rodriguez. Ms. Rodriguez joined WIN in May 2022 as a Content Marketing Specialist, bringing experience in marketing, training, public relations, and strategic communication. Ms. Rodriguez works with business owners with various marketing initiatives to assist in their growth and expansion.

Praful Mittal. Before joining WIN in November 2018, Mr. Mittal had extensive involvement in streamlining and growing businesses in a number of industries. Previously, he has had leadership roles in private equity, consulting and operations. He received degrees in business and software design from the Massachusetts Institute of Technology and Northeastern University.

Hayat Abrar. Mr. Abrar joined WIN in October 2022 as a Training Specialist. Before joining WIN, Mr. Abrar had experience in multiple industries including Gaming, Real Estate, and Customer Support. Mr. Abrar provides start-up launch and ongoing training support to business owners. He also delivers ongoing operational and technology guidance to WIN business owners, helping them utilize WIN systems and build proficiency in their day-to-day business operations.

In addition, other WIN franchisees may be involved in providing training support across the WINnovation Platform and other areas.

Certification Requirements for Your Employees

Any individual conducting home inspection services or commercial inspection services on your behalf must be a WIN Certified Inspector. An individual may become a WIN Certified Inspector by completing our designated training program, including the technical portion, and earning a passing score on applicable technical exams, as determined by us. We may also require such individuals to complete additional training or continuing education based on changes in our system, technology, or industry standards.

Additionally, you are responsible for ensuring that any individual offering Approved Products and Services on your behalf complies with all applicable local, state, or federal licensing, training, and certification requirements. You must ensure such individuals complete any required training classes or pass required exams at your own expense and within a timeframe that complies with applicable law. We may require existing franchisees or their employees to attend or re-attend specific parts of the training program to maintain compliance with evolving statutes, regulations, or WIN standards. You are responsible for all costs associated with such training.

We may also require that you maintain additional or modified insurance coverage as a condition for attending such training or offering the corresponding services. You may not offer any such services until all required training, licensing, and insurance conditions are satisfied.

WIN Annual Convention and Continuing Education

We periodically host the WIN Convention, which provides opportunities to network with other WIN franchisees, attend training and workshops, and receive technology updates. We may hold all or part of the

WIN Convention virtually, in person, or in hybrid format, at our discretion. You must pay the non-refundable Convention Fee as described in Item 6, regardless of whether you attend.

Throughout the term of the Franchise Agreement, we may require you (and your Designated Owner or any other participants) to attend additional training, webinars, seminars, or other programs to maintain your status as a WIN Certified Inspector. You must attend all mandatory training sessions and are responsible for all related expenses, including travel, lodging, meals, instructor fees, materials, and wages for any employees who attend.

We recommend that you maintain active membership in one or more professional industry associations that we approve. Participation in these organizations helps support industry standards and continued professional growth.

ITEM 12: TERRITORY

We will designate a specific geographic territory for your WIN Business (your "Territory"), which will typically consist of ZIP codes and be attached as an exhibit to your Franchise Agreement. We designate Territories based on multiple factors, which may include population size and density, number of housing units, volume of real estate transactions, agent concentration, market conditions, and competition. There is no standard size or guaranteed market potential for a Territory. A Territory generally will have a population of at least 50,000 but factors including population density, travel distances, and mutually negotiated areas could result in a smaller number.

You are expected to focus your marketing, networking, sales, and client development activities within your designated Territory and to build relationships with clients and Referral Sources located in that area. You may not attend open houses, visit agent offices, or engage in other marketing activities outside your Territory, except when participating in regional or national trade events or as otherwise authorized by us in writing.

You may engage in general digital marketing for your WIN Business — including business listings, online reviews, paid digital ads, and social media — provided that:

- Your activities do not specifically target individuals, organizations, or markets within the designated Territory of another WIN franchisee;
- Your efforts remain primarily focused on your own Territory and follow our digital marketing standards and systems, including the use of websites, platforms, and tools that we provide or approve;
- You comply with all brand standards, acceptable use policies, and applicable marketing guidelines we communicate through the Operations Manual or other official sources.

If you have existing relationships with Referral Sources or clients outside your Territory that were developed in good faith prior to the Effective Date of your Franchise Agreement, you may continue communication through our approved CRM tools and marketing systems, provided that all future outreach remains primarily focused on your designated Territory.

You may respond to unsolicited inbound inquiries from outside your Territory if:

- The inquiry was not the result of prohibited outreach;

- You are properly licensed and authorized to provide the requested services in the location where the services will be performed;
- And your response and performance comply with our technical, legal, and brand standards.

You may also provide Approved Products and Services to clients located outside your Territory (and we and other franchisees may provide Approved Products and Services to clients located in your Territory):

- If the referral originated from within your Territory or through permitted actions;
- If the client contact or lead was generated through WIN corporate advertising or national partnerships;
- If the lead was assigned to you by us under the National Accounts Program;
- Or if the client or Referral Source was already part of your client database before the Effective Date of your Franchise Agreement, and your ongoing outreach complies with our marketing protocols.

With our prior written approval and subject to our conditions, you may:

- Maintain business social media profiles or online accounts that reference or advertise your WIN Business;
- Offer or sell services through digital platforms or communication channels we approve;
- Provided that you do not use such tools to initiate new outreach targeted to Referral Sources or markets outside your Territory unless we have given prior written consent.

You are not granted an option, right of first refusal, or any guaranteed opportunity to expand into, acquire, or claim additional Territories. If you wish to operate in additional geographic areas, you must submit a request and, if approved, sign a separate Franchise Agreement under our then-current terms. We may grant or deny such requests at our sole discretion. 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.

We reserve the right to do any of the following without notice or compensation to you:

- Expand or modify our system, technology, or business models at any time;
- Sell or fulfill services under the Marks (or other brands) through any channel, including websites, call centers, partnerships, or emerging platforms;
- Operate or authorize the operation of WIN Businesses from any location or within any geographic area, including inside or outside your Territory, and on terms and conditions we deem appropriate, including through the Internet, telemarketing, or other direct marketing;
- Merge with, acquire, invest in, or partner with other companies offering similar or competing products or services;

We recommend that you operate your WIN Business from your residence. You may not change your business address without our prior written approval. You may not use a virtual address or mailbox service as your business address without our express written consent. Even if a virtual address is temporarily

approved, you must transition to a physical address within 30 days of our request. We consider a number of factors in deciding whether to approve or require you to relocate an Approved Location, including the general location, the size of the location, and other relevant factors. We generally approve relocations as a result of unavoidable life event if the relocation does not impact another WIN Business or the system and if you are not in default under the Franchise Agreement.

Neither we nor any of our affiliates operates, franchises or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services substantially similar to those the franchisee will offer.

ITEM 13: TRADEMARKS

The Franchise Agreement grants you the right to open and operate a residential and commercial inspection services business under the "WIN Home Inspection" marks and any other brand, trade names, trademarks, service marks, logos, slogans, domain names, and proprietary marks we may authorize you to use to identify your WIN Business ("Marks"). We have not established, and we do not intend to establish, another franchise system in the residential and commercial inspection industry that may use the Marks, but we reserve the right to use the Marks in other franchise systems that do not substantially compete with the WIN Business.

We have registered the following trademarks with the United States Patent and Trademark Office on the principal register as follows:

MARK	Registration No.	Registration Date
WIN	3681634	September 8, 2009
WIN	3687527	September 22, 2009
WIN® HOME INSPECTION	3710644	November 10, 2009
WIN® HOME INSPECTION	3756170	March 2, 2010
WE SEE MORE. CLEARLY.	3802910	June 15, 2010
WINCONNECT	4620874	October 14, 2014
WINCONNECT	4631792	November 4, 2014
FRIENDLY, PROMPT, AND THOROUGH HOME INSPECTORS YOU CAN TRUST	6062678	May 26, 2020
ACTIONABLE INSIGHTS FOR EVERY HOME	7547135	October 29, 2024

WIN has filed all required affidavits in connection with these trademarks. We have timely renewed each registration when eligible for renewal.

You must follow our standards when you use the Marks. You may not use the Marks as part of your corporate, partnership or limited liability company name, nor may you modify words, designs, symbols, or colors either alone or in combination with other words or logos, as part of any Mark or on any Internet URL address or domain name. You may not register any domain name in connection with the WIN Business,

regardless of whether such domain name contains or doesn't contain the Marks. You may not create or utilize alternative websites or landing pages for the WIN Business, including any pages created by or in connection with third parties, without our prior written consent. You may not use the Marks in connection with the sale of an unauthorized products or services. You may use the Marks on the Internet only as we specifically authorize in the Franchise Agreement or in the Operations Manual. Upon written notice, you must modify or stop using the Marks within 10 days of receiving written notice and, at your sole cost and expense, must promptly begin using such additional, modified or substituted Marks. However, we agree to reimburse you for your direct out-of-pocket costs associated with any changes, revisions, or substitutions to the Marks that we require arising from litigation respecting the Marks. We are not party to any agreements that limit our rights to use, or license the use of, the Marks.

As of March 16, 2026, there are no material determinations of any state or federal trademark administrator, or any court, pending infringement opposition, cancellation, or pending material litigation involving the Marks. Further, we have not entered into any agreements, other than Franchise Agreements with current WIN franchisees that limit our right to use or license the use of the Marks. We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Marks.

If a suit in equity or action at law is brought against you and/or us alleging that you and/or we have no right to use any of the Marks used to identify the WIN Business, we will assume, with your cooperation, the defense of the suit or action. Our trademark counsel will control and coordinate the defense. We will bear all costs of the defense, and we retain the right to any money we may be awarded in any such defense. If the Marks are being used by an unlicensed party in your Territory and you ask us to protect or enforce your rights to the Marks, we may take the action we deem appropriate with your cooperation. We may control and coordinate the action. We will bear all costs of the action, and we retain the right to any money we may be awarded in any such action. You must not directly or indirectly contest our right to the Marks.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or patent applications that are material to the WIN Business. We claim copyright protection of the Operations Manual, the WINnovation Platform, and advertising and promotional materials, forms, and related materials that we or you produce in connection with the WIN Business ("Copyrighted Material"), although Copyrighted Material may not have been filed with the Copyright Office of the Library of Congress and no copyright registration may have been issued. Copyrighted Material are proprietary and confidential and are our property. You may use Copyrighted Material only during the Term of the Franchise Agreement, and only as provided in your Franchise Agreement. You must promptly tell us when you learn about any unauthorized use of Copyrighted Material. We are not obliged to take any action when we learn of the unauthorized use, but will respond as we deem appropriate.

There are no material determinations of the United States Patent and Trademark Office, the United States Copyright Office or a court regarding our copyrights. We are not obligated to protect our copyrights or to protect you against claims arising from your use of our copyrights. We do not know of any patent or copyright infringement that could materially affect you.

Confidential Information & Trade Secrets

We will provide you with access to confidential and proprietary materials, systems, and information necessary to operate your WIN Business. This Confidential Information includes all non-public information and materials disclosed or made available to you, directly or indirectly, by us or on our behalf, whether in oral, written, electronic, or other form, that relate to the WIN Business, the WIN Home Inspection System, the WINnovation Platform, our intellectual property, or our operations.

Confidential Information includes but is not limited to: the WIN Home Inspection System; the Operations Manual; business methods and techniques; pricing strategies; training materials; customer and referral source lists; marketing strategies; vendor and supplier relationships; financial data; software, APIs, login credentials, workflows, data dashboards, and systems; and any other data, documents, or materials we provide or authorize for your use. It also includes any adaptations, summaries, modifications, or derivative works you create based on our materials.

Confidential Information does not include information that: (i) was lawfully known to you before we disclosed it, as demonstrated by written records; (ii) is or becomes publicly available through no fault of yours; or (iii) you receive lawfully from another source without violating any obligation of confidentiality.

You are required to use Confidential Information only for the purpose of operating your WIN Business and must not disclose, use, or reproduce it outside of that context. You must ensure that your employees, contractors, and affiliates only access Confidential Information if authorized by us and only after signing confidentiality agreements acceptable to us. Upon termination or expiration of your Franchise Agreement, you must immediately return or destroy all Confidential Information and confirm destruction in writing if requested.

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

We require you to participate in the operation of your WIN Business on an exclusive and full-time basis unless approved otherwise in writing by us. You must designate, and we must approve, one Principal Owner who will oversee the WIN Business operations on an exclusive and full-time basis and represent you in interactions and communications with us (the "Designated Owner"). If you are the sole Principal Owner of the WIN Business, then you will be deemed as the Designated Owner. Without our prior written consent, the Designated Owner may not engage in any other business or other activity during normal business hours that requires any management responsibility, time commitments, or otherwise may conflict with Designated Owner's exclusive and full time obligations to the WIN Business.

The Designated Owner must attend and complete to our satisfaction the entire Training Program.

If you are an entity, each individual who owns a 10% or greater interest in you at any time is considered a "Principal Owner," and each Principal Owner must sign a guaranty and assumption agreement in the form attached as Exhibit D to the Franchise Agreement. If any corporation or other entity other than a partnership is a Principal Owner, a "Principal Owner" also will mean a shareholder or owner of a 10% or greater interest in such corporation or other entity. If a partnership is a Principal Owner, a "Principal Owner" also will mean each general partner of such partnership and, if such general partner is an entity, each owner of a 10% or greater interest in such general partner. If no individual owns 10% or greater interest in you at any time, then each owner will be considered a Principal Owner and will be required to sign the Guaranty and Assumptions of Obligations.

The Principal Owners agree to discharge all obligations of the franchisee entity to us under the Franchise Agreement, and the Principal Owners are bound by all of the provisions of the Franchise Agreement, including maintaining the confidentiality of Confidential Information and complying with the non-compete covenants. In addition, all of your employees who have managerial duties at the WIN Business (and if you are an entity, all your officers, directors, and partners), must sign a written agreement to maintain the confidentiality of our Confidential Information and comply with the non-compete covenants.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only offer and sell Approved Products and Services as described in this Agreement and the Operations Manual, and in accordance with the policies, practices, procedures, regulations and specifications required by applicable laws or those that we establish and modify from time to time. We may change Approved Products and Services from time to time, and you agree to comply with such changes in the time frame we provide in the Operations Manual. There are no limitations on our right to make such changes. If there is a conflict between applicable laws and our standards, you should abide by the applicable laws and statutes.

Only with our prior written approval, you may offer goods and services that we do not yet approve ("New Products and Services"). We reserve the right to not approve New Products and Services.

To avoid conflict of interest, you are prohibited from accepting commissions or offering referrals to yourself for repair or replacement stemming from the delivery of Approved Products and Services.

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ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

	Provision	Section in the Franchise Agreement	Summary
a.	Length of the franchise term	3(A)	7 years
b.	Renewal or extension of the term	3(B)	If you are in full compliance with the Franchise Agreement and meet all then-current renewal requirements, you may renew for an additional 7-year term.
c.	Requirements for you to renew or extend	3(B)	You have the right to renew provided the following conditions are met at the time of the renewal: (1) we are still offering franchises under the Marks and WIN Home Inspection System, (2) you meet our then-current standards and specifications for new WIN franchisees; (3) you agree to submit to an audit in case we require it; (4) you give us at least 180 days' prior written notice of your intent to renew; (5) you are compliant to our satisfaction with the Franchise Agreement in effect for your WIN Business; (6) you assign to us and provide us ownership access to all telephone numbers, email addresses, websites, WIN Profiles, and social media accounts used in connection with your WIN Business; (7) you assign to us any and all intellectual property rights to any Improvements; (8) you complete new or refresher training as we may deem appropriate; (9) you sign the then current Franchise Agreement, which may contain materially different terms and conditions; and (10) you sign general release in a form acceptable to us (subject to state law).
d.	Termination by franchisee	Not applicable	Franchisee may terminate the Franchise Agreement only to the extent permitted by applicable law. The Franchise Agreement does not provide an express right of termination by the franchisee.
e.	Termination by franchisor without cause	Not applicable	Not applicable.
f.	Termination by franchisor with cause	16	We may terminate the franchise agreement if you are in default as outlined in this document and the Franchise Agreement.
g.	"Cause" defined – curable defaults	16(B) and 16(C)	You have 10 calendar days to cure monetary defaults, and 30 calendar days to cure all other defaults, except non-curable defaults. We reserve the right to limit your access to the WINnovation Platform, Confidential Information, and any other aspects of the WIN Business upon providing you notice of default under Section 16(B) and 16(C) of the Franchise Agreement.
h.	"Cause" defined - non-curable defaults.	16(A)	The following actions (or failures to act) will constitute non-curable defaults under this Agreement. We may terminate this Agreement immediately and without providing prior notice if you are: (1) subject to voluntary or involuntary bankruptcy or insolvency; or (2) beginning or in the process of dissolution or receivership or similar action.

	Provision	Section in the Franchise Agreement	Summary
			We may terminate the Agreement by providing written notice if you engage in any of the following: **Non-Curable Defaults: Financial Misconduct and Revenue Diversion** (3) fail to report, or underreport, Gross Revenue by more than 2% for any month; (4) understate Gross Revenue of 2% or more on at least two occasions in the same 36-month period; (5) provide services substantially similar to the Approved Services under any trade name, platform, or online identity not approved by us; (6) directly or indirectly operate a competing business, inspection-related or otherwise, through any individual, entity, or affiliate during the Term; (7) fail to disclose or attempt to divert revenue through related parties, subsidiaries, or contractors to avoid royalty obligations; (8) offer, schedule, sell, or fulfill any Approved Products and Services through any business entity or trade name other than the WIN Business that is party to this Franchise Agreement; (9) fail to maintain and use a single designated business bank account for all customer payments and all EFT withdrawals for fees owed to us, as required in Item 6; (10) accept customer payments through payment methods not expressly designated and approved by us in writing; (11) maintain or submit false or misleading business or financial information; (12) misrepresent or falsify information in application for the franchise or renewal or any communication during the course of the operation of your WIN Business; (13) do not share with us or give us requisite access to inspect your financial records remotely within 10 calendar days of written notice; **Non-Curable Defaults: System Compliance and Brand Integrity** (14) you fail to provide us with administrator / owner (or equivalent highest level) access to any WIN Profile within 5 days of creating any such WIN Profile, or you revoke or reduce our access to any WIN Profile; (15) fail to conform to the material requirements of the WIN Home Inspection System or the Operations Manual; (16) misuse the Marks; (17) in our judgment, materially impair the goodwill associated with the Marks with your actions; (18) fail to comply in a timely manner with our requirements for implementing software or hardware changes; (19) violate our policies regarding the intranet three or more times during the term of the Franchise Agreement; (20) disclose Confidential Information or other proprietary information except as allowed by the Franchise Agreement; **Non-Curable Defaults: Operational and Administrative Breaches** (21) do not open your WIN Business in a timely manner; (22) fail to satisfactorily complete our Training Program or a subsequent training program; (23) fail to have a fully signed and executed services agreement with any client before providing services; (24) the Designated Owner fails to oversee the WIN Business operations on an exclusive and full-time basis unless agreed upon otherwise in writing; (25) fail to set up a business entity and make an approved assignment of the Agreement to such entity within 60 days of the Effective Date of the Franchise Agreement;

	Provision	Section in the Franchise Agreement	Summary
			(26) fail to obtain our approval for a subcontractor or provide us with proof of subcontractor insurance; (27) default under your promissory note between you and us; (28) abandon the WIN Business; (29) your WIN Business is a threat or danger to the public health or safety; **Non-Curable Defaults: Repeated Noncompliance and Communication Failures** (30) receive cure notices on three or more occasions within any 12-month period; (31) fail to respond three or more times to our inquiries or questions within 10 calendar days of each such inquiry, including failures to complete surveys or provide requested feedback, in any 12-month period; **Non-Curable Defaults: Legal Violations and Licensing Failures** (32) plead no contest to or are convicted of a felony, crime of moral turpitude, or any other crime or offense; or you have a government action against you that in our opinion injures the Marks; (33) fail to operate your WIN Business in compliance with federal, state and local laws and regulations; (34) fail to obtain and maintain required state or local licenses, permits, or other required certification within 6 months of executing the Franchise Agreement and throughout the remaining Term; (35) fail to obtain and/or maintain required insurance coverage at all times; (36) violate anti-terrorism laws; (37) take any action or fail to take action that results in a breach that, by its nature, is not curable. Enforcement & Remedies for Material Breaches. In the event of material breaches such as revenue diversion, misappropriation, or unauthorized competition, the Franchise Agreement entitles us to recover unpaid royalties, consequential damages, and the costs of enforcement, including attorney's fees. These rights apply whether or not the Franchise Agreement is terminated and are in addition to any other remedies provided under the agreement or by law. Reservation of Enforcement Rights. Our decision not to enforce any provision of the Franchise Agreement immediately, or not to pursue remedies for a particular violation, does not waive our rights or limit our ability to enforce that provision at a later time. You may not rely on our actions or decisions with respect to other franchisees as a defense to your own non-compliance, nor may you assert that our decision not to enforce a provision against you or others constitutes a waiver of our rights. Our rights and remedies under the Franchise Agreement are cumulative and may be exercised at any time, in any combination, and without obligation to take the same or similar actions in other cases. Failure to Provide Records and Pay Amounts Due. If you fail to pay us or our affiliates any amounts due within 10 business days of our written request. If you fail to provide complete and accurate records within 10 business days of our written request during any audit, compliance review, or investigation, we may estimate your Gross Revenue based on available information, including comparable franchisee performance, historical trends, or other factors we deem reasonable. Our estimate will be deemed conclusive and binding, and all royalties, fees, penalties, and interest will be assessed accordingly. You waive any right to dispute such estimate unless you provide full and verifiable records within the

	Provision	Section in the Franchise Agreement	Summary
			original 10-business-day response period. Payment of such amounts shall be due and payable on your next regularly scheduled payment date.
i.	Franchisee's obligations on termination/non-renewal	14(B)and 17	Upon termination or non-renewal of your Franchise Agreement, you must comply with the following obligations. Immediately: 1. Cease all operations of the WIN Business and stop using the Marks. 2. Stop representing yourself as a current WIN franchisee. 3. Cease using any portion of the WIN Home Inspection System, Records, Data, and all other materials related to your WIN Business. 4. Not edit, modify, delete, or destroy (i) any WIN Social Media, (ii) any Content, Data, or Records, or (iii) any portion of the WIN Home Inspection System. 5. Assign to us any and all intellectual property rights to any Improvements. 6. Assign to us and cease using all telephone numbers, email addresses, websites, domain names, platforms, social media accounts, and other digital presence you may have used in connection with your WIN Business. 7. Comply with the non-compete restrictions of the Franchise Agreement. 8. Retain all business records for a period of six years from the date of expiration or termination. (Section 12(E)) 9. Procure and maintain extended "tail" insurance coverage for errors and omissions for at least two years from the termination date, naming us as an additional insured. 10. Cooperate with us in good faith if we exercise our right under Section 17(C) to purchase certain tangible and intangible assets of your WIN Business. Within 5 business days: 11. Pay all outstanding dues to us and our affiliates. 12. Return all hard copies of Confidential Information, trade secrets, the Operations Manual, and other proprietary materials. Take all actions necessary to cancel any fictitious or assumed names associated with our Marks.
j.	Assignment of contract by franchisor	15(A)	No restriction on our rights to transfer or assign.
k.	"Transfer" by franchisee - defined	15(B)	Any assignment, transfer, or sale of the Franchise Agreement, WIN Business, or any interest in you including indirect ownership transfers or those occurring by operation of law.
l.	Franchisor approval of transfer by franchisee	15(B)	No transfer is valid without our prior written approval, except for a transfer to a business entity formed by you solely to operate your WIN Business, subject to our conditions.
m.	Conditions for franchisor approval of transfer	15(B)	We require the following before we will approve a transfer of any ownership in you, of your Franchise Agreement, or your WIN Business: (A) you are in full compliance with the Operations Manual and terms of the Franchise Agreement, including paying all outstanding monetary obligations to us and our affiliates and all obligations under Section 7 of the Franchise Agreement; (B) you provide us with a transition plan that outlines your assistance to proposed transferee, that is approved by us; (C) transferee is approved by us;

	Provision	Section in the Franchise Agreement	Summary
			(D) transferee signs our then-current franchise agreement, which may have terms that are materially different than the terms in your Franchise Agreement; (E) *Intentionally left blank*; (F) if necessary, you have received the landlord consent to transfer any lease of Approved Location to transferee; (G) *Intentionally left blank*; (H) you pay us a transfer fee, plus the then current Startup Launch Program fee is paid by your transferee; (I) you and your Principal Owners sign a general release in a form acceptable to us; (J) we approve of the material provisions of the signed transfer contract between you and the transferee; (K) you and buyer(s) of your WIN Business have signed and confirmed confidentiality and non-compete agreements, as permitted under applicable laws; (L) you assign the telephone numbers to us and you assign or transfer to us exclusive control and access to all email addresses, websites, web domains, and social media pages and accounts used in connection with the operation of your WIN Business; (M) you assign to us any and all intellectual property rights to any Improvements; and (N) you procure extended "tail" insurance policy for errors and omissions for least two years from the date of termination, and name us as an additional insured on those policies.
n.	Franchisor's right of first refusal to acquire franchisee's business	15(F)	You must offer to sell to us on the same terms if we match a bona fide third-party offer for your WIN Business or ownership interest, within 30 days of you notifying us of the offer.
o.	Franchisor's option to purchase franchisee's business	17(C)	We may elect, within 60 days of termination or expiration, to purchase any or all tangible and intangible assets of your WIN Business. You must cooperate with us to complete the transfer if we exercise this option.
p.	Death or disability of franchisee	15(D)	You have 90 days to appoint a competent manager acceptable to us, and an additional four months to transfer the ownership interests of the dead or permanently disabled persons in the WIN Business.
q.	Non-competition covenants during the term of the franchise	14(A)	You and your Principal Owners may not directly or indirectly be involved in any other business offering or selling products or services similar to the Approved Products and Services, anywhere in the United States or its territories, during the term of the Franchise Agreement.
r.	Non-competition covenants after the franchise is terminated or expires	14(B)	For one (1) year after expiration, termination, transfer, non-renewal, or sale of your WIN Business, you and your Principal Owners may not be involved in any competing business within (i) your Territory, (ii) a 25-mile radius surrounding your Territory; and (iii) a 25-mile radius surrounding the zip codes in which you may have provided Approved Products and Services during the term of the Franchise Agreement.
s.	Modification of the agreement	19(L)	The Franchise Agreement is binding upon the parties and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified except by written agreement signed by both you and us. We may revise the contents of the Operations Manual, and you expressly agree to comply with any new or changed requirements.

	Provision	Section in the Franchise Agreement	Summary
t.	Integration / merger clause	19(Q)	The "Introduction" section and all exhibits to the Franchise Agreement, together with the Statement of Prospective Franchisee (Exhibit H to this FDD), constitute the entire agreement between you and us and supersede and terminate all prior and contemporaneous agreements and understandings, whether oral or written. No representation, warranty, inducement, promise, understanding, or agreement between you and us is valid or enforceable unless it is set forth in the Franchise Agreement (including its Introduction and exhibits) or in a separate written instrument signed by both you and us. You will acknowledge that you received this Franchise Disclosure Document at least 14 days before signing the Franchise Agreement or paying any money to us or any Affiliate in connection with the franchise. Nothing in the Franchise Agreement is intended to disclaim, waive, or limit any representation we made in this Franchise Disclosure Document, except to the extent permitted by applicable state law.
u.	Dispute resolution by arbitration or mediation	18(A)	Except for specific carve-outs listed in Section 18(A) of the Franchise Agreement — including enforcement of post-termination obligations, unauthorized competition, IP misuse, refusal to provide records, financial misconduct, or other material breaches requiring prompt judicial relief — all other disputes must be resolved through binding arbitration in Chicago, Illinois (subject to state law). Court proceedings may be initiated by us for the carve-outs in 18(A) without first going to arbitration.
v.	Choice of forum	19(D)	Any claims permitted to be brought in court under the Franchise Agreement must be filed in state or federal courts located in Cook County, Illinois, or the location of our then-current headquarters. You consent to the exclusive jurisdiction of those courts. See also state-specific addenda. (Subject to applicable state law).
w.	Choice of law	19(E)	The Franchise Agreement is governed by the laws of the State of Delaware, except to the extent that applicable state laws require otherwise. (Subject to applicable state law).
x.	System Access Suspension	16(C)	We may immediately suspend or restrict your access to any or all portions of the WINnovation Platform, the WIN Home Inspection System, Confidential Information, or related infrastructure (including CRM, booking, communication, or billing tools) if we suspect material breach, underreporting of Gross Revenue, nonpayment of your dues even after three notifications about such defaults, violation of proprietary rights, non-disparagement, or any threatening, harassing, abusive, or profane conduct in connection with your WIN Business or directed toward us, our personnel, customers, or referral partners, or actions that in our judgment pose a risk to the integrity, security, or reputation of our system. Such suspension may occur with or without prior notice depending on the nature of the issue, and does not limit our right to pursue termination or other remedies under the Franchise Agreement.

ITEM 18: PUBLIC FIGURES

We do not use any public figure to promote the WIN Home Inspection System.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We have a reasonable basis and written substantiation for the financial performance information disclosed in Item 19.

The tables below present data we collected respecting the historic Gross Revenue for WIN franchisees that own one or more franchise units, with a franchised business that has been in operation for at least one full year as of December 31, 2025 for the 12 month period ending December 31, 2025 (the "Measurement Period"). For the Measurement Period, data from franchisees that reported Gross Revenue and were in compliance for the last 12 months of the Measurement Period were included in the tables, and any annual period in which a franchise owner did not report Gross Revenue is excluded. A franchisee is not in compliance if the Designated Owner did not devote substantial efforts to the business or the franchisee had a non-payment outside of extraordinary circumstances approved by us. While the consumer facing characteristics of the included outlets are materially the same as those offered in this franchise disclosure document, there may be characteristics of the included outlets that are materially different, including different support from us, a different fee structure, and different restrictions on the Territory. The following information was compiled from monthly Gross Revenue reporting submitted to us by the franchisees. The number of franchisees excluded in each category is shown in the notes below the chart.

"Gross Revenue" generally means the aggregate dollar amount from all sales of Approved Products and Services, and any other goods or services that we authorize you to offer, whether made or provided directly by you, indirectly through third parties, or through any other business or individual including any affiliate, related party, family member, or subcontractor, whether for cash, credit, barter, or other non-cash consideration at fair market value, regardless of collection in the case of credit, and without any deduction for any costs, including, for example, third-party booking platform commissions.

Section I: Franchisees with Gross Revenue of $100,000 or more for the Measurement Period

The average Gross Revenue, median Gross Revenue, high value Gross Revenue and low value Gross Revenue, for franchisees with Revenue of $100,000 or more for the Measurement Period is as follows:

Franchisees with Gross Revenue of $100,000 or more	**Period Ended** 12/31/25	**Period Ended** 12/31/24	**Period Ended** 12/31/23
Average Gross Revenue	$269,804.55	$244,307.41	$228,904.40
Median Gross Revenue	$205,898.84	$193,335.25	$184,853.75
High Value of Gross Revenue	$1,438,331.37	$1,043,743.41	$840,611.33
Low Value of Gross Revenue	$107,872.00	$101,539.07	$100,012.53
Number of Franchisees	94	78	87

The average Gross Revenue, median Gross Revenue, high value Gross Revenue, low value Gross Revenue, and number of applicable franchisees for franchisees with Gross Revenue of $100,000 or more for the Measurement Period by quartiles:

First Quartile	**Period Ended** 12/31/25	**Period Ended** 12/31/24	**Period Ended** 12/31/23
Average Gross Revenue	$516,891.36	$424,986.10	$388,162.67
Median Gross Revenue	$424,420.45	$353,898.99	$340,194.28
High Value of Gross Revenue	$1,438,331.37	$1,043,743.41	$840,611.33
Low Value of Gross Revenue	$286,327.00	$284,597.50	$270,875.20
Number of Franchisees	24	20	22

Second Quartile	Period Ended 12/31/25	Period Ended 12/31/24	Period Ended 12/31/23
Average Gross Revenue	$244,034.74	$230,507.04	$223,523.04
Median Gross Revenue	$234,584.10	$223,833.00	$215,085.75
High Value of Gross Revenue	$279,216.44	$284,597.50	$270,875.20
Low Value of Gross Revenue	$206,017.50	$193,335.25	$184,853.75
Number of Franchisees	23	19	22

Third Quartile	Period Ended 12/31/25	Period Ended 12/31/24	Period Ended 12/31/23
Average Gross Revenue	$177,340.80	$167,939.52	$161,807.83
Median Gross Revenue	$172,690.49	$167,760.00	$163,415.00
High Value of Gross Revenue	$205,780.18	$193,335.25	$184,853.75
Low Value of Gross Revenue	$159,900.00	$136,031.25	$136,818.50
Number of Franchisees	23	19	21

Fourth Quartile	Period Ended 12/31/25	Period Ended 12/31/24	Period Ended 12/31/23
Average Gross Revenue	$136,024.91	$118,350.70	$118,508.35
Median Gross Revenue	$137,072.86	$117,742.66	$118,357.48
High Value of Gross Revenue	$157,302.95	$136,031.25	$136,818.50
Low Value of Gross Revenue	$107,872.00	$101,539.07	$100,012.53
Number of Franchisees	24	20	22

Section I Notes:

1. In Measurement Period ending December 31, 2025:

   a. Of the 247 territories in the system, those that were in our system for more than one year, reported Gross Revenue for the last 12 months of the Measurement Period, and had annual Gross Revenue of $100,000 or more during that Measurement Period were 94 franchisees (56%) out of the 168 franchisees in the system. Of the 94 franchisees, 33 (35%) met or exceeded the average Gross Revenue of $269,804.55.

   b. Of the 94 franchisees included in the table above, 24 franchisees were in the first quartile, 23 franchisees were in the second quartile, 23 franchisees were in the third quartile, and 24 franchisees were in the fourth quartile. Of the 24 franchisees in the first quartile, 8 (33%) met or exceeded the average Gross Revenue of $516,891.36. Of the 23 franchisees in the second quartile, 10 (43%) met or exceeded the average Gross Revenue of $244,034.74. Of the 23 franchisees in the third quartile, 8 (35%) met or exceeded the average Gross Revenue of $177,340.80. Of the 24 franchisees in the fourth quartile, 13 (54%) met or exceeded the average Gross Revenue of $136,024.91.

   c. Of the 247 territories in the system, 26 franchisees (15%) were not included, out of the 168 franchisees in the system, because 17 franchisees were not in our system for at least one year, and 9 franchisees either did not report Gross Revenue for the last 12 months of the Measurement Period and/or were not in compliance during the Measurement Period. Of the 247 territories in the system, 48 franchisees (29%) were not included, out of the 168 franchisees in the system, because they did not earn at least $100,000 in Gross Revenue during the Measurement Period. Thirty-five franchisees closed in 2025 and therefore their data is also

excluded. Of those 35 franchisees that closed during the 2025 calendar year, 4 franchisees closed after being open for less than 12 months.

2. In Measurement Period ending December 31, 2024:

    a. Of the 271 territories in the system, those that were in our system for more than one year, reported Gross Revenue for the last 12 months of the Measurement Period, and had annual Gross Revenue of $100,000 or more during that Measurement Period were 78 franchisees (40%) out of the 195 franchisees in the system. Of the 78 franchisees, 23 (30%) met or exceeded the average Gross Revenue of $244,307.41.

    b. Of the 78 franchisees included in the table above, 20 franchisees were in the first quartile, 19 franchisees were in the second quartile, 19 franchisees were in the third quartile, and 20 franchisees were in the fourth quartile. Of the 20 franchisees in the first quartile, 9 (45%) met or exceeded the average Gross Revenue of $424,986.10. Of the 19 franchisees in the second quartile, 9 (47%) met or exceeded the average Gross Revenue of $193,335.25. Of the 19 franchisees in the third quartile, 7 (37%) met or exceeded the average Gross Revenue of $167,939.52. Of the 20 franchisees in the fourth quartile, 8 (40%) met or exceeded the average Gross Revenue of $118,350.70.

    c. Of the 271 territories in the system, 72 franchisees (37%) were not included, out of the 195 franchisees in the system, because 14 franchisees were not in our system for at least one year, and 58 franchisees either did not report Gross Revenue for the last 12 months of the Measurement Period and/or were not in compliance during the Measurement Period. Of the 271 territories in the system, 47 franchisees (24%) were not included, out of the 195 franchisees in the system, because they did not earn at least $100,000 in Gross Revenue during the Measurement Period. Twenty-eight franchisees closed in 2024 and therefore their data is also excluded. Of those twenty-eight franchisees that closed during the 2024 calendar year, 1 franchisee closed after being open for less than 12 months.

3. In Measurement Period ending December 31, 2023:

    a. Of the 268 territories in the system, those that were in our system for more than one year, reported Gross Revenue for the last 12 months of the Measurement Period, and had annual Gross Revenue of $100,000 or more during that Measurement Period were 87 franchisees (44%) out of the 197 franchisees in the system. Of the 87 franchisees, 30 (35%) met or exceeded the average Gross Revenue of $228,904.40.

    b. Of the 87 franchisees included in the table above, 22 franchisees were in the first quartile, 22 franchisees were in the second quartile, 21 franchisees were in the third quartile, and 22 franchisees were in the fourth quartile. Of the 22 franchisees in the first quartile, 7 (32%) met or exceeded the average Gross Revenue of $388,162.67. Of the 22 franchisees in the second quartile, 9 (41%) met or exceeded the average Gross Revenue of $223,523.04. Of the 21 franchisees in the third quartile, 11 (52%) met or exceeded the average Gross Revenue of $161,807.83. Of the 22 franchisees in the fourth quartile, 11 (50%) met or exceeded the average Gross Revenue of $118,508.35.

    c. Of the 268 territories in the system, 68 franchisees (35%) were not included, out of the 197 franchisees in the system, because 18 franchisees were not in our system for at least one year, and 50 franchisees either did not report Gross Revenue for the last 12 months of the Measurement Period and/or were not in compliance during the Measurement Period. Of the

268 territories in the system, 42 franchisees (21%) were not included, out of the 197 franchisees in the system, because they did not earn at least $100,000 in Gross Revenue during the Measurement Period. 25 franchisees closed during 2023 and therefore their data was excluded. Of those 25 franchisees that closed during the 2023 calendar year, no franchisee closed after being open for less than 12 months.

Section II: Average Home Inspection Fee Charged by Franchisees with Gross Revenue of $100,000 or more for the Measurement Period

Period Ended	Average Fee Per Home Inspection	Median Fee Per Home Inspection	Range of Average Fees Per Home Inspection	Number of Franchisees Who Met or Exceed the Average Fee Per Home Inspection	Number of Franchisees
2025	$607.33	$591.98	$417.42 - $1,194.11	40 (43%)	94
2024	$611.93	$601.16	$403.26 - $1,411.26	37 (47%)	78
2023	$594.49	$588.71	$355.01 - $1,512.90	41 (47%)	87

Average Fee Per Home Inspection is the average fee per home inspection for orders that include a home inspection, with or without add-on services. The Average Home Inspection Fee does not include fees for commercial inspections.

Section III: Franchisees with Gross Revenue of less than $100,000 for the Measurement Period

The average gross revenue, median gross revenue, high value gross revenue, low value gross revenue, number of applicable franchisees, and the average gross revenue growth for franchisees with Gross Revenue of less than $100,000 for the Measurement Period is as follows:

Franchisees with Gross Revenue of less than $100,000	Period Ended 12/31/25	Period Ended 12/31/24	Period Ended 12/31/23
Average Gross Revenue	$65,990.74	$59,045.70	$68,680.38
Median Gross Revenue	$70,554.49	$58,912.50	$73,125.00
High Value of Gross Revenue	$96,616.37	$97,350.00	$96,451.00
Low Value of Gross Revenue	$10,942.70	$13,987.00	$25,039.67
Number of Franchisees	48	47	42

Section III Notes:

1. In Measurement Period ending December 31, 2025, of the 247 territories in the system, those that had annual Gross Revenue of less than $100,000 during that Measurement Period were 48 franchisees (29%) out of the 168 franchisees in the system. Of the 48 franchisees, 28 (58%) met or exceeded the average Gross Revenue of $65,990.74.

2. In Measurement Period ending December 31, 2024, of the 271 territories in the system, those that had annual Gross Revenue of less than $100,000 during that Measurement Period were 47 franchisees (24%) out of the 195 franchisees in the system. Of the 47 franchisees, 23 (49%) met or exceeded the average Gross Revenue of $59,045.70.

3. In Measurement Period ending December 31, 2023, of the 268 territories in the system, those that had annual Gross Revenue of less than $100,000 during that Measurement Period were 42 franchisees (21%) out of the 197 franchisees in the system. Of the 42 franchisees, 23 (55%) met or exceeded the average Gross Revenue of $68,680.38.

Section IV: Average Home Inspection Fee Charged by Franchisees with Gross Revenue of less than $100,000 for the Measurement Period

Period Ended	Average Fee Per Home Inspection	Median Fee Per Home Inspection	Range of Average Fees Per Home Inspection	Number of Franchisees Who Met or Exceed the Average Fee Per Home Inspection	Number of Franchisees
2025	$526.97	$511.69	$175.55 - $847.73	21 (44%)	48
2024	$575.08	$545.49	$378.78 - $847.58	20 (42%)	47
2023	$568.01	$544.09	$874.44 - $340.49	18 (43%)	42

Average Fee Per Home Inspection is the average fee per home inspection for orders that include a home inspection, with or without add-on services. The Average Home Inspection Fee does not include fees for commercial inspections.

Some franchisees have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

The information regarding the Gross Revenue of the Franchised Businesses is based upon the amounts reported to us by our franchisees. The financial performance figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the revenue or sales figures to obtain your net income or profit. You should conduct an independent assessment of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees listed in the Disclosure Document may be one source of this information. Written substantiation for the financial performance representation is available to the prospective franchisee upon reasonable request.

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 financial performance representations orally or in writing. If you are purchasing an existing outlet, however, the selling franchisee may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Praful Mittal, World Inspection Network International LLC, 444 W. Lake St., Suite 1700, Chicago, IL 60606, 1-800-967-8127, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	252	268	16
	2024	268	271	3
	2025	271	247	-24
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	**2023**	**252**	**268**	**16**
	2024	**268**	**271**	**3**
	2025	**271**	**247**	**-24**

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
California	2023	0
	2024	3
	2025	1
Colorado	2023	0
	2024	0
	2025	3
Nevada	2023	0
	2024	0
	2025	1
Florida	2023	1
	2024	0
	2025	0
New York	2023	0
	2024	1
	2025	0
Ohio	2023	4
	2024	0
	2025	0
Oregon	2023	0
	2024	1
	2025	1
South Carolina	2023	1
	2024	0
	2025	0
Tennessee	2023	0
	2024	1
	2025	1
Utah	2023	0
	2024	1
	2025	0
Washington	2023	0
	2024	0
	2025	2
Total	**2023**	**6**
	2024	**7**
	2025	**9**

Table No. 3
Status of Franchised Outlets
For Years 2023 to 2025

State	Year	Businesses at the Start of the Year	Businesses Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Businesses at the End of the Year
Alabama	2023	3	0	0	0	0	1	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Arizona	2023	17	2	2	0	0	2	15
	2024	15	0	0	0	0	1	14
	2025	14	0	0	3	0	0	11
Arkansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	1	0	0	0
	2025	0	0	0	0	0	0	0
California	2023	27	8	1	0	0	0	34
	2024	34	2	3	1	0	0	32
	2025	32	3	2	1	0	0	32
Colorado	2023	13	3	0	0	0	0	16
	2024	16	0	0	1	0	1	14
	2025	14	0	0	1	0	0	13
Connecticut	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	1	1	0	0	0
Florida	2023	18	5	3	0	0	3	17
	2024	17	4	0	0	0	0	21
	2025	21	1	6	1	0	0	15
Georgia	2023	7	0	0	0	0	0	7
	2024	7	2	0	0	0	1	8
	2025	9	1	1	0	0	0	9
Idaho	2023	4	0	0	0	0	0	4
	2024	4	0	1	0	0	1	2
	2025	2	0	0	0	0	0	2
Illinois	2023	4	1	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	2	2	0	0	0	5
Indiana	2023	6	2	0	0	0	1	7
	2024	7	1	0	0	0	0	8
	2025	8	2	0	0	0	0	10
Iowa	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
	2025	0	0	0	0	0	0	0
Kansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	1	0	0	0
Kentucky	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3

State	Year	Businesses at the Start of the Year	Businesses Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Businesses at the End of the Year
Maine	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Maryland	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	1	0	0	0	0
Michigan	2023	8	1	0	0	0	0	9
	2024	9	3	0	0	0	2	10
	2025	10	0	0	2	0	0	8
Minnesota	2023	4	0	0	0	0	1	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Missouri	2023	6	0	0	0	0	1	5
	2024	5	1	1	0	0	1	4
	2025	4	0	0	0	0	0	4
Montana	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Nebraska	2023	2	0	0	0	0	1	1
	2024	1	0	0	0	0	0	1
	2025	1	2	2	0	0	0	1
Nevada	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	0	0	0	0	0	6
New Hampshire	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New Jersey	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	1	1	0	0	0	0
New Mexico	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	2	0	0	0
New York	2023	14	1	1	0	0	0	14
	2024	14	0	0	0	0	0	14
	2025	14	1	0	0	0	0	15
North Carolina	2023	5	1	1	1	0	1	3
	2024	3	1	0	0	0	2	2
	2025	2	0	1	0	0	0	1
Ohio	2023	10	1	0	0	0	0	11
	2024	11	1	0	1	0	0	11
	2025	11	0	0	1	0	0	10

State	Year	Businesses at the Start of the Year	Businesses Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Businesses at the End of the Year
Oklahoma	2023	4	0	0	0	0	1	3
	2024	3	1	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Oregon	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Pennsylvania	2023	7	2	1	0	0	0	8
	2024	8	4	1	0	0	0	11
	2025	11	2	2	0	0	0	11
Rhode Island	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	3	0	0	0	0	0	3
	2024	3	2	0	0	0	0	5
	2025	4	0	0	0	0	0	4
Tennessee	2023	13	2	1	0	0	0	14
	2024	14	3	1	0	0	0	16
	2025	16	0	2	1	0	0	13
Texas	2023	10	2	0	0	0	0	12
	2024	12	1	0	2	0	1	10
	2025	10	0	2	0	0	0	8
Utah	2023	4	5	0	0	0	0	9
	2024	9	2	0	0	0	0	11
	2025	11	0	1	0	0	0	10
Virginia	2023	5	1	0	0	0	0	6
	2024	6	0	0	0	0	1	5
	2025	5	0	0	2	0	0	3
Washington	2023	22	3	0	0	0	0	25
	2024	25	1	1	0	0	0	25
	2025	25	0	1	1	0	0	23
West Virginia	2023	2	0	1	0	0	0	1
	2024	1	0	1	0	0	0	0
	2025	0	0	0	0	0	0	0
Wisconsin	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	1	1
	2025	1	2	0	0	0	0	3
Wyoming	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total	**2023**	**252**	**41**	**11**	**1**	**0**	**13**	**268**
	2024	**268**	**31**	**10**	**6**	**0**	**12**	**271**
	2025	**271**	**18**	**25**	**17**	**0**	**0**	**247**

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table 4
Status of Company-Owned Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Total	**2023**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
California	1	1	0
Florida	2	1	0
Georgia	2	1	0
Michigan	1	1	0
New Jersey	1	0	0
South Carolina	1	0	0
Total	**8**	**4**	**0**

Attached as Exhibit D is a list of the addresses and telephone numbers of all operating franchisees in the WIN Home Inspection System as of December 31, 2025, including franchisees with a franchise agreement signed but outlet not opened in Table No. 5. Exhibit D also contains a list of the name and last known home address and telephone number of the franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a WIN Franchise Agreement during our last fiscal year or who has not communicated with us within 10 weeks of the date of this Franchise Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the WIN Home Inspection System.

All franchisees have signed confidentiality clauses during the last three fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the WIN Home Inspection System. You may wish to speak with current and former franchisees, but be aware that not all of these franchisees will be able to communicate with you.

The WIN Mentorship Advisory Council has been created, and is sponsored and endorsed, by WIN. The address and telephone number of the advisory council are 444 W Lake Street, Suite 1700, Chicago, IL 60606, 1-800-967-8127. The advisory council has no separate email address or Web address other than those used for internal communications. The advisory council was created by WIN and is comprised of at least 6 franchisees in a given year whose purpose includes individual and collective growth of all our franchise owners. WIN has the power to form, change and dissolve the advisory council.

ITEM 21: FINANCIAL STATEMENTS

Attached as Exhibit C are our audited financial statements as of December 31, 2025, December 31, 2024, and December 31, 2023.

ITEM 22: CONTRACTS

The following agreements are attached as exhibits to this Franchise Disclosure Document:

Agreement	Location
Franchise Agreement	Exhibit A
Electronic Transfer of Funds Form	Franchise Agreement, Exhibit C
Guaranty And Assumption Agreement	Franchise Agreement, Exhibit D
Promissory Note	Franchise Agreement, Exhibit E
Franchise Agreement State Addenda	Franchise Agreement, Exhibit F
Form General Release	Exhibit F
Franchise Disclosure Document State Addenda	Exhibit G
Statement of Prospective Franchisee	Exhibit H

ITEM 23: RECEIPTS

The last page of this Franchise Disclosure Document is a detachable document for you to sign and return to us acknowledging receipt of this Franchise Disclosure Document. The page located before the last page is a duplicate Receipt for you to keep. If these pages or any other pages or exhibits are missing from your copy, please contact us at the address and phone number on the cover page of this Franchise Disclosure Document.

EXHIBIT A

FRANCHISE AGREEMENT



WORLD INSPECTION NETWORK INTERNATIONAL LLC

FRANCHISE AGREEMENT

_____

FRANCHISEE/YOU

_____

DATE OF AGREEMENT

TABLE OF CONTENTS

Section	Description	Page
1.	DEFINITIONS	1
2.	GRANT OF FRANCHISE	5
3.	TERM OF FRANCHISE; RENEWAL RIGHTS	7
4.	FRANCHISE FEES	8
5.	DEVELOPMENT AND OPENING OF YOUR WIN BUSINESS	10
6.	TRAINING AND OPERATING ASSISTANCE	14
7.	MARKS	16
8.	CONFIDENTIAL INFORMATION AND IMPROVEMENTS	19
9.	RELATIONSHIP OF THE PARTIES; INDEMNIFICATION	22
10.	OPERATION OF YOUR WIN BUSINESS	24
11.	ADVERTISING	30
12.	RECORDS AND REPORTS	31
13.	INSPECTION AND AUDITS	32
14.	COVENANTS	35
15.	ASSIGNMENT	37
16.	OUR TERMINATION RIGHTS	40
17.	YOUR OBLIGATIONS UPON TERMINATION	44
18.	ARBITRATION	47
19.	ENFORCEMENT	49
20.	NOTICES	54
21.	ACKNOWLEDGEMENTS	55

EXHIBITS

A – OWNERSHIP AND MANAGEMENT OF FRANCHISEE

B – APPROVED LOCATION AND TERRITORY

C – ELECTRONIC TRANSFER OF FUNDS FORM

D – GUARANTY AND ASSUMPTION AGREEMENT

E – PROMISSORY NOTE

F – FRANCHISE AGREEMENT STATE SPECIFIC ADDENDA

WORLD INSPECTION NETWORK INTERNATIONAL LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement" or "Franchise Agreement") is made and entered into this _____ day of _____, 20_____ ("Effective Date"), between World Inspection Network International LLC, a Delaware limited liability company, with a principal place of business at 444 W Lake Street, Suite 1700, Chicago, IL 60606 ("WIN," "we," "us," "Franchisor," "franchisor," or "our"), and _____, a [resident of] [corporation organized in] [limited liability company organized in] the state of _____ ("You," "you," "Your," "your," "franchisee," and "Franchisee").

INTRODUCTION

A. As a result of our investment of time, skill, effort, resources, and money, we have developed and continue to refine a proprietary system for the development and operation of a home inspection and related services and products businesses for single and multi-family residences and commercial establishments under the Marks (as defined below) and WIN Home Inspection System (as defined below).

B. We offer qualified individuals the opportunity to establish and operate a franchised WIN Business using the System and the Marks within a designated geographic territory. You wish to obtain, and we are willing to grant, the limited, non-exclusive right to operate a WIN Business under the terms of this Franchise Agreement.

C. You acknowledge that this Agreement (including all exhibits and incorporated documents), together with the Operations Manual we prescribe and update from time to time, exclusively governs your relationship with us and the operation of your WIN Business. You further acknowledge that no rights, licenses, or interests are granted except as expressly stated in this Agreement, and that you are entering into this Agreement in reliance solely on its written terms.

AGREEMENTS

In consideration of the mutual covenants and agreements stated below, the parties agree as follows:

1. DEFINITIONS

A. "Anti-Terrorism Laws" means all applicable federal, state, and local laws, regulations, and executive orders relating to terrorism, anti-money laundering, or economic sanctions, including but not limited to: the USA PATRIOT Act; Executive Order 13224; the Bank Secrecy Act; the Terrorism Sanctions Regulations (31 C.F.R. Part 595); the Foreign Terrorist Organizations Sanctions Regulations (31 C.F.R. Part 597); the Cuban Assets Control Regulations (31 C.F.R. Part 515); and the regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), including the Specially Designated Nationals and Blocked Persons List (SDN List), and any amendments or successors thereto.

B. "Approved Products and Services" means only those products and services that we authorize you to offer through your WIN Business. These include, without limitation, residential, commercial, and multi-use property inspections; other building inspection services; and related inspection products and services; air quality, radon, mold, asbestos, lead, pest and wood destroying insects and organisms ("WDO") inspections and/or testing; wind mitigation; pool and spa inspections; water quality, wells, sewer, and septic systems testing and inspections; energy evaluations; fireplace and chimney

inspection; infrared/thermographic inspections; maintenance inspections; draw inspections; virtual tours; measurements; 4-point inspections; insurance inspections; concierge services; and any other offerings we approve from time to time ("Approved Products and Services"). We may update Approved Products and Services from time to time in the Operations Manual.

This includes any such services that are offered, sold, scheduled, or delivered, directly or indirectly, by you, any Principal Owner, or any individual or entity acting on your behalf—including third party subcontractors, affiliates, family members, or related businesses.. These services are deemed Approved Products and Services regardless of whether they are offered under the WIN brand or through another name or structure. All revenue from such offerings must be reported as Gross Revenue under this Agreement. You may offer and deliver Approved Products and Services only through your WIN Business. Operating or using any separate brand, entity, or DBA to market or deliver these services is not permitted and may be treated as a material default under this Agreement.

C. "Confidential Information" means all non-public information and materials disclosed or made available to you, directly or indirectly, by us or on our behalf, whether in oral, written, electronic, or other form, that relates to the WIN Business, the WIN Home Inspection System, the WINnovation Platform, our intellectual property, or our operations. This includes, but is not limited to, the Operations Manual; business methods and techniques; pricing strategies; training materials; customer and referral source lists; marketing strategies; vendor and supplier relationships; financial data; software, APIs, login credentials, workflows, data dashboards, and systems; and any other data, documents, or materials we provide or authorize for your use. It also includes any adaptations, summaries, modifications, or derivative works you create based on our materials. Confidential Information does not include information that: (i) was lawfully known to you before we disclosed it, as demonstrated by written records; (ii) is or becomes publicly known through no fault of yours; or (iii) you receive lawfully from another source without violating any obligation of confidentiality.

D. "Content" means all media, data, text, photographs, images, video, audio, graphics, inspection reports, summaries, customer communications, booking records, survey responses, usage logs, metadata, or other materials, in any format, uploaded, created, submitted, published, or transmitted by you or anyone acting on your behalf (such as subcontractors, team members, vendors, or affiliates) through or in connection with the WIN Home Inspection System, WINnovation Platform, WIN Profiles, the WIN Intranet, your WIN Business, or any third-party platform in which your WIN Business has a presence (including, but not limited to, social media, business listings, and online directories).

We retain the right to access, use, reproduce, modify, analyze, aggregate, and distribute Content for system operations, training, quality assurance, research and development, marketing (where permitted), and performance monitoring. Content may be retained and used even after expiration or termination of this Agreement, subject to applicable law and privacy policies.

All Content that is connected to your WIN Business, the WIN Marks, or the WIN Home Inspection System shall be deemed part of the WIN Home Inspection System and is either (a) the property of WIN or (b) subject to an irrevocable, perpetual, royalty-free, worldwide license granted to WIN to use, reproduce, modify, distribute, display, publish, and create derivative works from such Content for any lawful business purpose. This includes, without limitation, inspection reports, customer communications, online reviews or responses, marketing materials, photographs, or media published on any platform where your WIN Business has a presence.

This provision does not apply to personal content unrelated to your WIN Business that is not marketed, branded, distributed, or performed in connection with the WIN Marks or the System.

You are solely responsible for ensuring that all Content you or any person acting under your direction or on your behalf (including subcontractors, team members, or vendors) upload, submit, or publish does not infringe any third party's intellectual property rights, privacy rights, or confidentiality obligations. You represent and warrant that you have obtained all permissions or consents necessary to legally share such Content with us and for our use of it under this Agreement, and that you will not submit content to us for which you lack the necessary usage rights. You agree not to share or upload any licensed third-party content that restricts sublicensing or reuse, unless such use by WIN is permitted.

We do not vet, review, or approve Content in advance, and you acknowledge that our use of any such Content is in reliance on your representation and warranty. You agree to defend, indemnify, and hold us harmless from any claims, demands, losses, liabilities, costs, or expenses (including attorneys' fees) arising from any Content you or your designees provide or publish, including but not limited to claims of intellectual property infringement, invasion of privacy, or breach of confidentiality. Your obligation to defend and indemnify includes covering any claims made directly against us based on our use of such Content. You must ensure that your insurance policies provide coverage for such claims and name us as an additional insured where applicable.

We reserve the right to remove, or require removal or modification of, any Content, including that posted on third-party platforms, that we determine is misleading, non-compliant with System standards, or detrimental to the WIN brand.

E. **"**Designated Owner**"** means the individual you designate in the Franchise Agreement (or otherwise approved by us in writing) who is responsible for managing the day-to-day operations of your WIN Business. The Designated Owner must:

- Be an equity owner of the entity that owns the WIN Business (unless we provide a written exception);
- Complete all required training and certifications;
- Devote their full-time and exclusive efforts to the WIN Business;
- Not perform any services (whether as owner, consultant, advisor, contractor, or employee) for any business that offers or supports Approved Products and Services or otherwise competes with the WIN Business, either directly or indirectly. This includes side ventures, advisory roles, and back-office or support functions.

You must notify us in writing and receive our written consent before removing, replacing, or materially reducing the involvement of your Designated Owner. If the Designated Owner becomes unable or unwilling to fulfill their responsibilities for any reason, you must designate a qualified replacement within 30 days and obtain our written approval for the replacement. We may require that the Designated Owner be replaced if, in our judgment, they fail to adequately supervise the WIN Business or meet performance, compliance, or engagement standards. Failure to maintain a qualified and exclusive Designated Owner is a material and non-curable breach of this Agreement.

F. "Gross Revenue" means the aggregate dollar amount from all sales of Approved Products and Services, and any other goods or services that we authorize you to offer, whether made or provided directly by you, indirectly through third parties, or through any other business or individual including any affiliate, related party, family member, or subcontractor, whether for cash, credit, barter, or other non-cash consideration at fair market value, regardless of collection in the case of credit, and without any deduction for any costs, including, for example, third-party booking platform commissions. Gross Revenue includes, without limitation: (i) all sales of Approved Products and Services made or provided through your WIN Business; (ii) all sales of Approved Products and Services made or provided by you or any Principal Owner, or by any business or individual acting on your behalf, under your influence or control, including through

any affiliate, related party, family member, or subcontractor; (iii) all sales of Approved Products and Services by you or any Principal Owner made under any "doing business as" (DBA) name, assumed name, or alternate brand, whether or not using the Marks; (iv) all sales of Approved Products and Services made or provided by your WIN Business, whether or not using the Marks; and (v) all revenue from Approved Products and Services that are marketed, booked, scheduled, or fulfilled through WIN-approved materials, branding, systems, or platforms, including digital platforms or call centers. Gross Revenue does not include: (a) bona fide gratuities paid by customers to your WIN Business employees that are not disguised service charges or compensation for Approved Products and Services; (b) any sales tax or other tax you collect from your customers and pay to the appropriate authority; (c) any customer refunds issued in good faith to advance the goodwill of the WIN Business; and (d) payment processor fees unless we explicitly include such fees in the future. For clarity, Gross Revenue includes all revenue for any Approved Products and Services offered, sold, or delivered by, through, or in connection with you, any Principal Owner, or your WIN Business, regardless of the entity, trade name, or channel used to perform or deliver such services, and regardless of whether the Marks were used in connection with those services.

G. "Marks" means the proprietary trademarks, service marks, logos, trade names, slogans, domain names, and other commercial symbols that we own, control, license, or authorize for use in connection with the WIN Business. The Marks include "WIN," "WIN Home Inspection," "WINnovation," "WINconnect," "WINConnect," "WINspect," the WIN logos, and any other designations we may designate in writing. You may use the Marks only as expressly permitted under this Agreement, the Operations Manual, and our brand standards, and solely in connection with the operation of your WIN Business. The Marks and all goodwill associated with them are our sole property. Your right to use the Marks is limited, non-exclusive, non-transferable, and revocable. Any use of the Marks must clearly identify your WIN Business as independently owned and operated and must not create confusion with WIN or our affiliates. Additional terms, restrictions, and obligations regarding use of the Marks are set forth in the Operations Manual and Section 7 of this Agreement.

H. "Principal Owner" means any individual or entity that directly or indirectly owns, controls, or has the power to vote 10% or more of the equity interests in your WIN Business, whether through ownership, trusts, family relationships, voting agreements, or other arrangements. This includes any spouse, domestic partner, immediate family member, or affiliate acting in coordination with such individual. If a Principal Owner is a corporation or other entity, then any individual who owns or controls 10% or more of that entity is also deemed a Principal Owner. If a Principal Owner is a partnership, each general partner is a Principal Owner, and if any general partner is an entity, then any individual who owns or controls 10% or more of that entity is also deemed a Principal Owner. All Principal Owners must be disclosed to us in writing and listed in Exhibit D at the time of signing this Agreement, and you must promptly notify us in writing of any change in Principal Ownership. We may require background checks or other vetting procedures for any Principal Owner, and our approval may be required as a condition of continued participation in the WIN System. You are responsible for ensuring that all Principal Owners comply with the terms of this Agreement. Any act or omission by a Principal Owner that would constitute a breach if committed by you will be treated as a breach by you. You may not permit any Principal Owner to engage, directly or indirectly, in any business that offers, markets, or supports services that fall within the scope of Approved Products and Services, regardless of whether the business uses the Marks.

I. "Resources" means any tools, software, applications, platforms, templates, systems, materials, data, or documentation that we or our affiliates provide or make available to you, directly or indirectly, for use in the operation of your WIN Business. Resources may be delivered through the WINnovation Platform, WIN Intranet, or other channels we designate. Resources are part of the WIN Home Inspection System and are our proprietary property (or the property of our licensors), provided to you solely for use in connection with your WIN Business under this Agreement.

J. "Territory" means the geographic area as identified in Exhibit B.

K. "WIN Business" means the franchised business that you own and operate under this Agreement using the WIN Home Inspection System, and under the WIN Marks, within the designated Territory. The WIN Business must comply with the standards, specifications, and requirements of the WIN Home Inspection System as updated by us from time to time.

L. "WIN Home Inspection System" means the proprietary system developed and owned by us for operating a WIN Business. It includes Approved Products and Services, Marks, and any other related services that we may designate in the future under the Marks; certain distinctive types of equipment (including the Computer System); Confidential Information; Content; marketing, business development, and advertising techniques and materials; operating procedures; product and service quality standards; business methods; the WINnovation Platform; Resources; Operations Manual; Intranet; and any other tools, processes, or expertise that we provide or require you to use throughout the term of this Agreement. The WIN Home Inspection System is proprietary to us, may be updated or modified from time to time, and you agree to operate your WIN Business in accordance with its then-current form.

M. "WINnovation Platform" means our proprietary system of integrated tools and technologies, including both proprietary and licensed components, which we exclusively configure and control for use in your WIN Business. The WINnovation Platform includes, without limitation:, our learning management system, report writing system (WINspect), and customer relationship management (CRM) system (WINconnect) that comprises contact management, order processing, scheduling, invoicing and payment processing, client communications, business performance dashboards, and agreement management tools. It also includes any APIs, workflows, enhancements, or licensed components we add or approve. You must use the WINnovation Platform in full. You may not use any alternate, modified, or competing platform for any part of your WIN Business. You must also comply with all end-user agreements, acceptable use policies, and confidentiality restrictions related to the platform and other digital tools.

2. GRANT OF FRANCHISE

A. Grant of Franchise, WIN Business Location and Territory**.** Subject to the terms and conditions of this Agreement (including all exhibits, addenda, and the Operations Manual), we grant you the right to own and operate a WIN Business within the Territory identified in Exhibit B (the "Franchise"). The WIN Business must be operated from a physical address that we approve in writing in advance (the "Approved Location"). We recommend that you operate your WIN Business from your home. You may not use a virtual address such as a P.O. box or virtual mailbox provider such as UPS. You may operate your WIN Business from your home only if permitted by local zoning laws and regulations. You may not relocate your Approved Location without our prior written approval. We may withhold approval if you are in default of this Agreement.

B. Territory Focus and Guidelines. Your primary responsibility is to operate and grow your WIN Business within your designated Territory, which you acknowledge is non-exclusive. You are expected to focus your marketing, networking, sales efforts, and client development activities within your Territory, and to build strong relationships with clients and referral sources located in that area. You may not actively solicit or directly target clients or referral sources outside your Territory. This includes in-person, digital, or other outreach efforts specifically aimed at individuals or businesses outside your Territory. You may not attend open houses, visit agent offices, or engage in other in-person marketing outside your Territory, except when participating in regional or national trade events approved by us. You also may not digitally target individuals or businesses located within the designated Territory of another WIN franchisee.

However, general marketing efforts, such as your website, online reviews, corporate digital advertising, or marketing campaigns managed or supported by us, may result in inbound inquiries from outside your Territory. You may respond to and serve such inquiries, provided they were unsolicited and you are properly authorized and qualified to provide services in that area (including holding required licenses or certifications, if applicable).

If a referral source or client located outside your Territory contacts you on their own initiative or was developed by you in good faith prior to the Effective Date and is already included in your CRM or database, you may continue to communicate with them through standard WIN marketing tools and systems, so long as your marketing efforts remain primarily focused on your Territory and are consistent with the guidance provided by us.

You may also provide Approved Products and Services outside your Territory if: (i) the referral originated within your Territory; (ii) the lead was received through the National Accounts Program or another lead source designated by us; or (iii) the client or referral source was already associated with your WIN Business prior to the Effective Date and your engagement complies with our current guidelines.

C. Rights Reserved To Us**.** We and our affiliates retain all rights not expressly granted to you in this Agreement. Without limiting the generality of the foregoing, we reserve the right, at any time and in our sole discretion:

1. to sell products, services, or other offerings under the Marks or other trademarks, including via websites, mobile applications, e-commerce platforms, or other digital or physical channels;

2. to open and operate, or to authorize others to open and operate, WIN Businesses using the Marks and the WIN Home Inspection System within and outside your Territory;

3. to open and operate, or to authorize others to open and operate, businesses that offer products or services that are the same as, similar to, or competitive with your WIN Business, under marks other than the Marks, within or outside your Territory;

4. to merge with, acquire, or become affiliated with any other businesses or systems (including those using different trademarks or business models), and to (a) convert them to operate under the Marks or any other trademarks we control, (b) allow them to offer products or services similar to or the same as those of your WIN Business, and/or (c) operate them in any location, including within your Territory;

5. to advertise or promote the WIN Home Inspection System, our Marks, and related offerings in any geographic area, including inside your Territory, through any medium or platform now known or developed in the future;

6. to create, operate, and modify websites, portals, platforms, and technology systems under the Marks or other brands, including through AI-powered tools, automation, APIs, or other digital infrastructure;

7. to provide services through, and enter into contracts or agreements with, clients, referral sources, or third parties under system-level initiatives including the National Accounts Program, digital referral channels, or other centralized systems;

8. to develop, modify, enhance, discontinue, or otherwise change the WIN Home Inspection System, the WINnovation Platform, or any component thereof, in whole or in part, at any time;

9. to take any other actions not expressly prohibited by this Agreement.

3. TERM OF FRANCHISE; RENEWAL RIGHTS

A. Term. The term of this Agreement commences on the Effective Date of this Agreement and continues for seven (7) years after Effective Date (the "Term").

B. Renewal. You may renew the Franchise for one (1) additional seven (7) year term, provided that all of the following conditions are met at the time of the renewal:

(1) we are continuing to offer franchises under the Marks and WIN Home Inspection System;

(2) you meet our then-current standards and specifications for new WIN franchisees, including operational, technology, and branding requirements;

(3) you give us written notice of your intention to renew at least 180 days prior to the expiration of the Term;

(4) you have fully complied to our satisfaction with this Agreement in effect for your WIN Business, including all payment obligations and all obligations under Section 7 of this Agreement;

(5) you assign to us all telephone numbers, email addresses, websites, WIN Social Media accounts, and WIN Profiles used in connection with your WIN Business, and grant us ownership and control of those assets in a manner we determine;

(6) you assign to us any and all intellectual property rights to any Improvements;

(7) your Principal Owner(s) and any other individuals we designate complete, to our satisfaction, any new training or refresher programs we reasonably require. You are responsible for related travel, living and compensation costs;

(8) you sign our then-current franchise agreement and related documents, which may include materially different terms including fees, rights, and obligations. We may modify your Territory at the time of renewal based on market conditions and our system standards;

(9) you and all Principal Owners sign a general release, in a form acceptable to us (subject to applicable laws), of any and all claims against us, our affiliates, and our respective officers, directors, employees, and agents; and

(10) upon our request, you submit your WIN Business and all related entities, including affiliates, to an audit conducted by a third party at your expense. If the audit reveals you have under-reported Gross Revenue of more than 2%, you must immediately pay us, whether you renew or not, the amount owed, plus interest at the rate of 12% annually that has accrued since the date(s) of non-payment, and we may choose not

to renew this Agreement upon written notice to you, in addition to the other rights we reserve in this Agreement.

4. FRANCHISE FEES

A. Initial Franchise Fee. You will pay us an initial franchise fee (the "Initial Franchise Fee") in the amount of $21,000, which is due and payable upon execution of this Agreement by both parties and must be initiated within one (1) business day of such execution. The Initial Franchise Fee is non-refundable and is fully earned by us upon execution of this Agreement by both parties.

B. Financing of Initial Franchise Fee. At our discretion, we may finance up to $10,000 of your Initial Franchise Fee for up to 36 months, provided at the time you sign the Agreement, you also sign the Promissory Note ("Note") attached as Exhibit E to the Agreement. The annual interest rate will be 12%, and if we finance $10,000 of your Initial Franchise Fee, your monthly payment will be $332.14 for each of the 36 months of financing to pay off the loan and interest. The Note does not contain a prepayment penalty, require a security interest, and no person other than you (and, if you are an entity, your Principal Owners) must sign the Note.

C. Royalty Fee. You must pay a royalty fee that is equal to the greater of (a) $280 per month, or (b) 7% of the Gross Revenue generated by your WIN Business in the month ("Royalty Fee"). For the first full 6 months after the Effective Date, the minimum monthly Royalty Fee of $280 will be waived and monthly Royalty Fee will be equal to 7% of the Gross Revenue for the preceding month; provided, however, that if this Agreement is terminated for any reason, and if during any of the first 6 months after the Effective Date, you owed us less than the minimum Royalty Fee of $280 per month in any month, you must pay us the difference between the minimum Royalty Fee of $280 per month and what you actually owed us for each of those months. The Royalty Fee is currently due and payable by the 7th day of each month for the prior month, but we may adjust payment timing subject to the terms defined in Section 4(G).

D. Infrastructure Fee. You must pay us our then-current infrastructure fee (the "Infrastructure Fee") by the 7th day of each month along with the Royalty Fee. As of the Effective Date, the Infrastructure Fee is $425 per month for the Principal Owner or Designated Owner, plus a subsidized fee of $90 per month for each additional user.. This fee includes access to and support for the WINnovation Platform, one wini.com email address, and a basic telephone number (does not include full service telephony), which you must use as your WIN Business number for forwarding business calls to another telephone number. We may increase the Infrastructure Fee upon 90 days' notice to you. We will not increase the Infrastructure Fee more than 20% per calendar year and the Infrastructure Fee shall not be adjusted more than once in the same calendar year.

E. Startup Launch Program. We will provide you with initial start-up services and support that help you prepare for and launch your WIN Business. These services may include business setup guidance, onboarding, operational and marketing enablement (collectively, the "Startup Launch Program"). For this one-time setup and support, you must pay us a fee of $9,500. This fee is due and payable concurrently with the Initial Franchise Fee. The Startup Launch Program fee is non-refundable and is fully earned by us upon execution of this Agreement by both parties.

F. Interest and Late Payment Fee. Any late payment or underpayment of the Royalty Fees, Infrastructure Fees, System Brand Fees, or any other amounts you owe to us or our affiliates will bear interest at a rate of twelve percent (12%) per annum (or the maximum rate permitted by law, if lower), beginning on the original due date and continuing until the amount is paid in full. You must also pay a returned payment fee of seventy-five dollars ($75) for any payment rejected or returned by your financial institution.

Nothing in this Section 4(F) waives or limits our right to pursue any other remedies under this Agreement.

G. Electronic Transfer of Funds. You must sign electronic transfer of funds ("EFT") authorizations and other documents as we may periodically require, in the form attached as Exhibit C or any updated form we designate. These authorizations will permit your bank to transfer funds directly to our account and to charge your designated business bank account for all amounts you owe us or our affiliates. EFT includes, without limitation, ACH debits, withdrawals, split transfers at the time of customer payment collection, and other methods of electronic payment we may designate. We may initiate EFT withdrawals for any or all fees you owe us on a per-transaction, weekly, semi-monthly, or monthly basis, at our sole discretion. We will determine the timing and amount of each transfer, and you authorize us to do so without prior notice. You must maintain a designated business bank account exclusively for (i) receiving customer payments and (ii) paying amounts owed to us through EFT. You must ensure that this account maintains a sufficient balance to cover all amounts owed when due. You may not use any alternative payment platform, intermediary account, or collection mechanism unless we authorize it in writing. You will be responsible for all penalties, fees, interests, fines, or other charges associated with any failed or rejected transfer, including a returned payment fee of $75. You must give us at least fourteen (14) days' prior written notice before making any change to your EFT bank account and provide all documentation and information required by us to update your authorization. All payments must be made via EFT unless we approve an alternative in writing. Your EFT authorization must remain in effect throughout the term of this Agreement.

H. Application of Payments. We may apply any payments received from you, or any amounts we owe you, toward any amounts due to us or our affiliates, regardless of how such payments are labeled or designated by you. You agree that we have the sole discretion to determine the application of such payments.

I. Withholding Payments Unlawful. You agree that you may not withhold or delay payment of any Royalty Fees, Infrastructure Fees, System Brand Fees, or any other amounts owed to us or our affiliates, regardless of any claim that we breached this Agreement or any related agreement. You acknowledge that any such claim does not give you a right under law or equity to withhold amounts otherwise due.

J. Tax Indemnification. You will promptly pay when due all taxes and assessments levied, assessed, or required to be collected, including, without limitation, unemployment, sales, use and real and personal property taxes, and all accounts and other indebtedness of every kind incurred by you in the ownership or leasing of assets and the conduct of the business licensed under this Agreement. You will file any and all tax returns required by the laws of any applicable jurisdiction and remit the tax due to such taxing jurisdiction. You will indemnify us and reimburse us for all income, capital, gross receipts, sales, and other taxes that the state in which your WIN Business is located imposes, or may in the future impose, as a result of your operation of your WIN Business or the license of any of our intangible property in the jurisdiction in which your WIN Business is located. If more than one WIN Business is located in such jurisdiction, they will share the liability on an equal basis. If applicable, this payment is in addition to the Royalty Fee payments described above. In the event of any bona fide dispute as to your liability for taxes, assessments, or other indebtedness, you may contest the validity or amount in accordance with applicable law and the procedures of the taxing authority, including any bond requirements. However, under no circumstances may you allow a tax sale, levy, seizure, or attachment to occur against any assets of your WIN Business.

K. System Brand Fee. You must pay us a System Brand Fee that is the greater of (a) $195 per month, or (b) 4% of the Gross Revenue for the preceding month ("System Brand Fee"). For the first full 6 months, the $195 minimum is waived. If this Agreement is terminated for any reason and you owed us less than $195 in any of those months, you must pay the difference. The System Brand Fee is currently due by

the 7th day of each month for the prior month, but we may adjust payment timing subject to the terms defined in Section 4(G). We manage the System Brand Fund and use it for brand-wide marketing, advertising, and related initiatives, and we are not required to spend any portion in your Territory.

L. Convention Fee. You must pay us the Convention Fee for the first WIN Convention, which is $1,000 for the first attendee and is due and payable concurrently with the Initial Franchise Fee. This fee is non-refundable and is owed regardless of whether you attend the Convention. At the time of registration, you may add additional attendees. The current fee for each additional attendee is $395, and this amount is non-refundable and payable along with the Initial Franchise Fee.

For subsequent WIN Conventions, you must pay the then-current Convention Fee in monthly installments via EFT, in the amounts and according to the schedule we designate. We may increase the Convention Fee or adjust the installment schedule with written notice. We will not increase the Convention Fee by more than 15% per calendar year.

If this Agreement is terminated for any reason and you have not paid the full Convention Fee for the applicable year, you remain obligated to pay any unpaid portion unless we waive it in writing.

M. Call Center Fee. If we mandate use of a call center infrastructure (technologies, personnel, third parties) in the future, you must comply and pay the required fees ("Call Center Fee"). These fees may include monthly access charges and/or per-booking, or other related costs, and will be automatically collected via EFT in accordance with Section 4(G). We will provide at least ninety (90) days' prior written notice before mandating participation, and such notice will specify the applicable fee structure and collection schedule.

N. Designated Business Account. You must designate and maintain a single, U.S.-based business bank account in the legal name of the entity operating your WIN Business (the "Designated Business Account"), used exclusively for the operation of your WIN Business. This account must be used to:

a. receive all revenue and payments from clients and referral sources for Approved Products and Services performed under this Agreement; and

b. make all payments to us and our affiliates via Electronic Funds Transfer (EFT) as described in Section 4(G).

You may not collect, receive, or deposit payments related to your WIN Business into any other account, payment processor, platform, or collection system without our prior written approval. You may not change your Designated Business Account without providing us with at least fourteen (14) days' prior written notice and all documentation we require to update your EFT authorization. Your failure to maintain or fund the Designated Business Account, or your use of any unauthorized account or method for collecting or disbursing funds, will constitute a material breach of this Agreement.

5. DEVELOPMENT AND OPENING OF YOUR WIN BUSINESS

A. Development of Your WIN Business. You must open your WIN Business within 120 days of the Effective Date. At our sole discretion, we may extend this deadline up to an additional 90 days. If you are not open for business within the required time (including any permitted extension), we may terminate this Agreement immediately upon notice to you. You must use good faith and diligent efforts to complete all pre-opening requirements continually and without unreasonable delay. Before you begin operating your WIN Business:

(1) you must obtain an opening inventory of WIN branded apparel, supplies, equipment, advertising materials, insurance, advertising signs and such other products and materials we require you to carry for your WIN Business;

(2) you must obtain the Computer System, an Approved Vehicle, business insurance, and any permits required to operate your WIN Business;

(3) you must establish your Designated Business Account and complete all required Electronic Funds Transfer (EFT) authorizations in a manner we approve;

(4) your Designated Owner, or another person whom we have approved, must become a WIN Certified Inspector (as described in Section 6(A));

(5) if you are signing this Agreement as an individual rather than as an entity, you must, prior to opening, transfer this Agreement to a legal entity we approve (as described in Section 15(B));

(6) you must complete other pre-launch steps as outlined in the Operations Manual or as we may otherwise determine; and

B. Equipment and Signs. In operating your WIN Business, you may use only products, materials, supplies, and equipment as described in Section 10(B).

C. Computer System. You may only use computer hardware and software including communications tools, apps, interfaces, APIs, and AI-powered or third-party licensed components (collectively, the "Computer System") in operating your WIN Business approved by us as described in Section 10(B). The Computer System may include, without limitation:

a) back office, data, CRM, audio/video/voice storage and transmission tools;
b) the Inspection Device (defined below);
c) computer hardware, software, platforms, and programs;
d) accounting software and systems;
e) the WINnovation Platform;
f) dedicated telephone lines;
g) smartphones and other mobile devices;
h) email and electronic messaging services; and
i) high-speed internet access.

Except as provided in Section 5(E), you may be required to purchase, upgrade, repair, or replace any aspect of the Computer System at your sole expense, including making updates, supplements, enhancements, or modifications, and there is no cap or limit on the costs you may incur.

You must maintain a high-speed internet connection and a dedicated business telephone line that meets our minimum specifications. We will assign you a telephone number for your WIN Business, which we own and manage. You must use this number as your exclusive and primary telephone number in the operation of your WIN Business, including (but not limited to) use in your email signature, marketing materials, and any other placements we specify.

We may designate one or more approved sources from which you must purchase the Computer System and related software, hardware, or services. This may include us or our affiliates as the sole or one of multiple approved sources.You must accept and comply with all applicable end-user license agreements (EULAs), privacy policies, and terms of use related to any technology or services required for your WIN Business.

D. Inspection Device. You must use a smartphone, tablet computer, or laptop computer that we approve (each, an "Inspection Device") for conducting inspections and generating inspection reports. You are responsible for purchasing, maintaining, and replacing the Inspection Device and any required accessories at your own expense. You may be required to purchase and maintain a data plan to support real-time connectivity for the Inspection Device.

E. WINnovation Platform. You must use the WINnovation Platform in the operation of your WIN Business. You agree to fully and accurately input, store, and access all business-related information in the WINnovation Platform or Computer System, using the fields, formats, and features we provide. You acknowledge that the WINnovation Platform and associated tools may include features and functionality powered in whole or in part by third party service providers, including artificial intelligence and machine learning tools, and that text, images, report content, metadata, and other information submitted to or generated through the WINnovation Platform may be transmitted to, processed by, hosted by, or stored with such third party providers in connection with providing, maintaining, supporting, or improving those features and related system functionality. You agree to use the WINnovation Platform in accordance with our standards, procedures, and any customer-facing disclosures, notices, authorizations, consents, or terms that we may require from time to time. You remain solely responsible for the accuracy, completeness, and appropriateness of all information you input into the WINnovation Platform and for reviewing, verifying, and exercising independent professional judgment with respect to any output generated through such tools before using, adopting, or communicating it to any customer or other person. To the fullest extent permitted by law, we will not be liable for any acts, omissions, systems failures, downtime, security incidents, unauthorized access, data loss, data retention, disclosure, misuse, or other conduct of any third party provider or platform selected, approved, or used by us in connection with the WINnovation Platform, except to the extent caused by our gross negligence, willful misconduct, or as otherwise required by applicable law.

The WINnovation Platform is, and will remain, the confidential and proprietary property of us, our affiliates, or any third-party providers, licensors, or developers from whom we derive rights. You may not copy, duplicate, record, reverse engineer, decompile, translate, or otherwise reproduce or make available to any unauthorized person or entity any portion of the WINnovation Platform or any upgrades, in whole or in part.

You may be required to enter into license agreements in connection with your use of the WINnovation Platform, including but not limited to acceptance of applicable end-user license agreements (EULAs), privacy policies, and terms and conditions imposed by us or by third-party providers. Your use of the WINnovation Platform is subject to all provisions of the Operations Manual, including any Acceptable Use Policy.

We, our affiliates, or our third-party providers may make content or information available through the WINnovation Platform, including client lists, referral sources, inspection report templates, or historical data. We do not warrant the accuracy, completeness, or applicability of this content. You agree that we, our affiliates, and our and their officers, directors, managers, and employees shall not be liable for any damages resulting from your reliance on or use of such information.

We or our third-party provider(s) will provide periodic maintenance and updates to the WINnovation Platform at no additional cost to you. You are required to use the most current version of the platform and promptly implement all updates as we require.

We reserve the right to assign our rights, title, and interest in the WINnovation Platform, or in any license agreements related to it, to a third party we designate, or to replace the WINnovation Platform at any time.

If we do so, you may be required to enter into additional or replacement license agreements as specified by us or our designated providers.

F. Data Access and Control. We may specify in the Operations Manual the categories of information you must collect, input, maintain, and retain in the Computer System, the WINnovation Platform, and any other systems, accounts, or tools approved or designated by us for use in your WIN Business. You must provide us with such reports and other information from that data as we may reasonably request.

We may access, retrieve, analyze, download, copy, and use data, photos, videos, text, files, communications, transaction records, and other information stored on, generated through, or transmitted by the Computer System, the WINnovation Platform, or any other system, account, server, cloud storage, platform, payment processor, device, or technology used in or for the WIN Business or containing WIN Business data, whether used directly or indirectly by you, your employees, contractors, affiliates, or anyone acting on your behalf. You agree to provide us with prompt and unimpeded electronic access to such systems, accounts, and information upon our request, in the format or manner we reasonably specify.

As between you and us, and subject to applicable law, we own all rights in, and have the right to access, use, store, copy, analyze, aggregate, create derivative works from, and otherwise exploit, all data and information in any form or medium relating to, arising from, or used in connection with the WIN Business, including information about customers, referral sources, inquiries, leads, bookings, inspections, services, invoices, payments, refunds, communications, transactions, and financial performance, and any data uploaded to, downloaded from, stored on, generated through, or transmitted by the Computer System, the WINnovation Platform, the WIN Home Inspection System, our Marks, or any other technology, account, platform, payment method, entity, or name used in connection with the WIN Business. We may use such data and information to operate, support, and improve the WIN Home Inspection System and related technology platforms and programs, administer the franchise relationship, ensure compliance with this Agreement and System Standards, support franchisees and customers, protect and enforce our rights, maintain brand consistency, perform analytics, and for other lawful business purposes. We may also make such data and information available to our affiliates and to service providers and partners in connection with such purposes, subject to applicable law and our privacy and information security policies. You acknowledge that we and others may derive value from such use, and we have no obligation to account to you for, share with you, or compensate you for any such value, revenue, or other benefit.

You must document all services and transactions using the tools, formats, fields, features, and tracking systems we prescribe, including all updates, replacements, and enhancements we implement. This includes complete and accurate entry of client information, referral source information, scheduling information, services performed, invoices, payments, refunds, and any other information we require in the Computer System, the WINnovation Platform, or any replacement system we designate.

You must comply with applicable federal, state, and local laws regarding the privacy, security, collection, use, disclosure, storage, and transmission of consumer, employee, payment, and transactional information, including, to the extent applicable, the California Consumer Privacy Act, as amended, and its implementing regulations. Except to the extent prohibited by applicable law, you must also comply with our policies, standards, procedures, and requirements relating to data privacy, information security, recordkeeping, and customer-facing disclosures, notices, authorizations, consents, and terms. You may not publish, revise, or rescind any privacy policy, data use statement, or similar notice relating to the WIN Business without our prior written consent.

To the extent payment card data is collected, processed, transmitted, or stored by or through your WIN Business, you must comply with applicable Payment Card Industry Data Security Standards to the extent required by the payment methods, systems, or activities within your control.

You must promptly notify us of any suspected or actual data breach, security incident, unauthorized access, disclosure, misuse, loss, corruption, or other compromise involving WIN Business data, the Computer System, the WINnovation Platform, or any related account, system, device, or platform used in connection with the WIN Business, and you must fully cooperate with us in investigating, mitigating, remediating, and responding to any such event.

G. Vehicles. You must own or lease at least one vehicle that meets our then-current standards and specifications for use in your WIN Business (each, an "Approved Vehicle"). You must ensure that your WIN Business maintains a sufficient number of Approved Vehicles at all times, as determined by us based on the needs of your territory and business operations. All vehicles used in connection with your WIN Business must comply with our appearance, branding, and maintenance standards. Before you open your WIN Business, you must purchase and apply the required vehicle decal package to each Approved Vehicle.

If your residential community prohibits the display of vehicle decals or branding, you must notify us in writing as soon as you become aware of the restriction and request our written consent for an alternative arrangement. Any such alternative must maintain brand visibility and professionalism to our satisfaction.

If, at any time and in our reasonable judgment, the appearance, cleanliness, or general state of repair of any Approved Vehicle does not meet our standards, we will notify you. You must take corrective action within the timeframe we specify based on the severity of the issue, which may be shorter than sixty (60) days.

6. TRAINING AND OPERATING ASSISTANCE

A. Training. Your Designated Owner and any other person who will conduct inspections on behalf of your WIN Business and who we approve (each, a "Participant") must successfully complete our training program (defined below) to our satisfaction, pass our technical exams, and obtain all legally required federal, state, and local licenses or certifications to become a "WIN Certified Inspector."

(1) Initial Training Requirement. Each Participant must complete our training program (the "Training Program"), which we may conduct in person or remotely via video conferencing, audio conferencing, and/or pre-recorded sessions. We will determine the time, place, structure, and format of the Training Program.

(2) Passing Standard and Certification. In order to become a WIN Certified Inspector, the Participant must:

- Complete the Training Program to our satisfaction
- Earn a passing score on all technical exams we administer
- Obtain all required licenses and certifications mandated by state or local law

We may require additional training or testing for any Participant who fails to meet our standards. If, in our judgment, a Participant fails to satisfactorily complete the Training Program or pass the required exams, we may require that individual to retake the exam or attend further training . If no Participant becomes a WIN Certified Inspector within the required timeline, we may terminate this Agreement immediately, and you will not be entitled to any refund of non-refundable fees.

(3) Responsibility for Costs. You are solely responsible for all costs associated with the Training Program and another training programs, including Participant travel, lodging, meals, salaries or wages, third-party training, equipment, and any local licensing or certification costs. We will not compensate you or any Participant for services performed during the Training Program or during any practice inspections.

(4) Launch Contingency. You may not open or operate your WIN Business unless and until at least one Participant becomes a WIN Certified Inspector and satisfies all applicable licensing and certification requirements.

(5) Training of New Personnel or Inspectors. If you hire or replace any management personnel during the Term, such personnel must attend and complete our then-current Training Program. If you hire any additional inspectors ("Additional Inspectors" or "AIs"), each such AI must successfully complete the technical training portion of the Training Program. We may modify the training requirements for AIs based on our assessment of their prior experience. In addition, a Participant may be required to conduct approximately twenty (20) practice home inspections to satisfy local licensing requirements. You are solely responsible for any and all costs associated with these inspections.

B. Additional Ongoing Training. We may require the Designated Owner, any WIN Certified Inspector, and any other owners, managers, or employees of your WIN Business to attend and complete additional training programs, at your own expense. These programs may be conducted at a location we designate, or remotely via video conferencing, audio conferencing, or pre-recorded modules. .

C. Continuing Education. You must, at your sole expense, satisfy all continuing education requirements imposed by us or by applicable law, regulations, or licensing bodies in order to maintain your license(s), permit(s), or certification(s) necessary to operate your WIN Business.

D. Convention. We may, in our discretion, hold a WIN Convention up to once per calendar year at a time, date, and location we select (the "Convention"). We may conduct all or part of the Convention remotely through video conferencing, online sessions, or other digital means.

We will determine the topics and agenda, which may include system-wide updates, training, recognition of franchisee achievements, and knowledge-sharing among franchisees and WIN personnel.

You are required to register for and attend each Convention and to pay the then-current Convention Fee, regardless of whether you attend. This fee is non-refundable. You are solely responsible for all travel, lodging, meals, wages, and incidental expenses incurred in connection with your or your attendees' participation.

We may use any portion of System Brand Fees to support Convention-related activities, including materials, productions, and programming.

E. Operating Assistance. You are solely responsible for the day-to-day operations of your WIN Business. We may, in our discretion, provide operational advice or assistance from time to time, which may include phone calls, texts, emails, videoconferencing, or in-person visits.

Any such assistance is optional, provided solely at our discretion, and may vary over time in scope, format, content, tools, and frequency. The examples listed below are illustrative only and do not create an obligation for us to provide any particular form, level, or amount of assistance, or to continue providing any assistance once offered:

(1) guidance on marketing strategies;

(2) sharing of best practices;
(3) provision of reports or dashboards based on selected business metrics;
(4) lists of recommended or required equipment or products;
(5) lists of approved or designated suppliers; and
(6) other support, resources, tools, programs, or services we may elect to provide.

We may modify, suspend, replace, or discontinue any assistance, support service, feature, program, tool, resource, or benefit we provide (including any items described in the Franchise Disclosure Document, the Operations Manual, or otherwise), in whole or in part, at any time, in our discretion, and without creating any liability or obligation to continue such assistance.

The provision of assistance does not constitute, and will not be interpreted as, any obligation by us to control or manage your WIN Business, and does not create any partnership, joint venture, employment, fiduciary, or agency relationship.

No past, current, or future course of dealing, course of performance, or custom or practice, including providing assistance beyond what is described in this Agreement, will amend, modify, waive, or supplement this Agreement or create any additional obligation or standard of performance, unless we expressly agree in a written amendment signed by us.

F. Operations Manual. During the Term, we will provide you with access to a compilation of manuals, policies, standards, procedures, instructions, and other operational materials relating to the operation of your WIN Business (collectively, the "Operations Manual"). The Operations Manual is not a fixed document, but a dynamic collection of materials that may be maintained or communicated through emails, intranet content, internal portals, newsletters, bulletins, policy updates, videos, announcements, notices, and other written or electronic communications, as we may designate from time to time.

The Operations Manual may contain required or suggested specifications, standards, confidential policies, and operating procedures. These materials are intended to protect the integrity of the WIN Home Inspection System and the Marks, promote consistency across the network, and support operational excellence, and do not obligate us to control or manage your independently owned business.

We may revise the Operations Manual at any time, and you expressly agree to comply with all updates and new required standards. We may use various formats to communicate updates to the Operations Manual, and any update, policy, standard, procedure, or requirement that we clearly identify as mandatory or as part of the Operations Manual will be binding on you, whether communicated through the Operations Manual itself or through any other written or electronic communication we designate for that purpose. We will not rely on isolated, passing, or unclear references in general communications to impose new mandatory standards without clearly identifying them as such.

The Operations Manual, including all content and formats through which it is delivered, is our exclusive confidential property. You may not copy, disclose, or use the Operations Manual for any unauthorized purpose. You must remain subscribed to all WIN communications and may not opt out of operational emails, bulletins, or updates.

7. MARKS

A. Ownership and Goodwill of Marks. We are the owner of all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by the Marks. We have the right to use and license others to use the Marks. You acknowledge and agree that you have no right, title, or interest in the Marks and that your right to use the Marks is derived solely from this Agreement and is limited to the

conduct of your WIN Business in compliance with this Agreement and all applicable specifications, standards and operating procedures that we require during the Term. You agree that your use of the Marks and any goodwill established exclusively benefits us and our affiliates, and that you receive no interest in any goodwill related to your use of the Marks or the WIN Home Inspection System. Your obligations regarding the Marks shall survive the expiration or termination of this Agreement. You must not, at any time during or after the Term of this Agreement, contest or assist any other person in contesting the validity or ownership of any of the Marks. Except as specified in this Agreement, the license of the Marks granted to you under this Agreement is non-exclusive and we retain the right, among others, to: (i) use the Marks in connection with selling products and services; (ii) grant other licenses to use the Marks; and (iii) develop and establish other systems using the Marks, similar proprietary marks, or any other proprietary marks (collectively "New Marks"), and to grant licenses to others to use New Marks without providing any rights to you to use the New Marks.

B. Limitations on Your Use of Marks. You may use only the Marks designated by us in operating your WIN Business, and you must use the Marks only in the manner authorized and permitted by us. You agree to use the Marks as the sole identification of your WIN Business, but you must identify yourself as the independent owner of your WIN Business. You must not use any Mark as part of any corporate or trade name or in any modified form, and you cannot use any Mark in selling any unauthorized product or service or in any other manner unless we have expressly authorized such use in writing. You must not, directly or indirectly, register, acquire, redirect, or traffic in any Internet domain name, social media handle, or other digital identifier that contains or approximates any Mark or other name associated with WIN without our prior written consent. You may not create or utilize alternative websites or landing pages for your WIN Business, including pages created by or in connection with third parties, without our prior written consent. You must prominently display the Marks on all websites, social media, signage, business materials, and client communications. Subject to our rights described in this Agreement, you agree to obtain fictitious or assumed name registrations as may be required under applicable law. Your right to use the Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use will constitute an infringement of our and our affiliate's rights.

C. Restrictions on Internet and Website Use. Except as otherwise described in this Agreement, we retain the sole right to advertise the WIN Home Inspection System and to create, operate, maintain and modify, or discontinue the use of, a website, social media account, or other online presence using the Marks. We may, but are not obligated to, grant you the right to access and participate in our website or other online presence as further described in Section 10(K). We may, but are not obligated to, create interior pages on our website(s) that contain information about your WIN Business. If we do create such pages, we may require you to prepare all or a portion of the page for your WIN Business, with your time and at your sole expense, using the content, vendor(s), or templates we designate. Furthermore, any updates or modifications to such pages, whether required by us or requested by you, will be at your sole expense. All such information, updates, or modifications will be subject to our approval in writing prior to posting. We have no obligation to market your WIN Business outside the Territory. We will determine the content and use of the WIN website, and we may modify the WIN website, including the domain name and any other Marks we may develop, without notice to you.

1. Domain Names. You acknowledge that we and/or our affiliates are the lawful, rightful and sole owner of the Internet domain name wini.com as well as any other Internet domain names registered by us or our affiliates, and you unconditionally disclaim any ownership interest in such domain names and any Internet domain names colorably similar thereto. You agree not to register, maintain, or control any Internet domain names in any class or category that contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic or visual variation of those words, or any other name that could be deemed confusingly similar, or any other domain created by you or a third party in connection with your

WIN Business ("WIN Domain"). Immediately upon our written request, you must assign to us the ownership of any WIN Domain without any monetary award or compensation to you, and we will pay any ongoing fee for maintenance or hosting or subscription to that WIN Domain. You agree that we have unconditional right to remove any content from WIN Domains as we deem appropriate and without notice to you.

2. Social Media. You may utilize digital profiles on Google, Facebook, X, LinkedIn, YouTube, Pinterest, Instagram, or any other social media and/or internet site to benefit your WIN Business (each, a "WIN Profile", and collectively "WIN Social Media"). We may establish WIN Social Media for your WIN Business. With our prior written consent, which we have the right to deny or revoke at any time, you may establish or maintain WIN Social Media. If we grant such approval, you must: (i) establish, operate, and maintain such profile, site or presence in accordance with our WIN Home Inspection System standards and any other mandatory policies we designate in the Operations Manual or as we otherwise mandate; (ii) use any templates that we may provide to you to create and/or modify any such profiles, sites or presences; and (iii) provide us with ownership rights to each WIN Profile in a manner we determine. Your failure to grant us ownership rights to any WIN Profile within 24 hours of its creation may result in termination of this Agreement and any other remedies afforded to us under this Agreement. You understand, acknowledge and agree that we have the unconditional right to either remove ourselves or mandate that you remove any content from WIN Social Media. If you routinely add Content on any personal digital profile that you own, you acknowledge that such profile shall be deemed a WIN Profile and part of WIN Social Media. You agree that any subsequent deletion of Content from a WIN Profile (whether initially created as a WIN Profile or created by you as a personal digital profile and then deemed as a WIN Profile) shall not change our ownership rights of any such WIN Profile. You agree to execute any forms needed to assign rights in WIN Social Media to us or our designee at any other time at our request, and hereby appoint us as your attorney-in-fact to execute such forms on your behalf.

3. Other Limitations. Except as otherwise specified herein or the Operations Manual, you may not, without limitation and without our prior written consent: (1) link to or frame any part of our website; (2) offer, market, advertise, or accept bookings for any products or services related Approved Products and Services, except through WIN-approved systems, websites, platforms, or marketing channels; (3) use any unapproved email addresses, phone numbers, digital forms, or other contact points in connection with your WIN Business; or (4) create or utilize alternative websites or landing pages or digital brand identities for any home inspection or ancillary services, including those created with or by third parties, whether or not such branding references WIN.

D. Notification of Infringements and Claims. You must notify us in writing within 24 hours of learning of any potential infringement of, or challenge to, your use of any Mark, or any actual or threatened infringement, claim, demand, or legal notice related to the Marks or any similar trade name, trademark, or service mark of which you become aware. Unless required by law, you must not communicate with any person other than us and our counsel regarding any such matter. We may take any action we deem appropriate, and you agree that we have the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge or claim relating to any Mark. You agree to provide your full cooperation and assistance and take all actions as we may reasonably request to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Marks.

E. Litigation. You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of our rights to the Marks. We have the option, but not the obligation, to defend you, at your expense, in any

third-party claim related to your use of the Marks. You will bear the cost of such defense, including, without limitation, attorney's fees and the cost of any judgment or settlement. In the event of any litigation relating to your use of the Marks, you must execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your direct out-of-pocket costs associated with any changes, revisions, or substitutions to the Marks that we require arising from such litigation.

F. Changes. You may not modify, alter, or substitute the Marks in any way unless we agree in writing. We reserve the right to modify, substitute, or discontinue the use of any Mark, or to require the use of one or more additional or substitute trademarks or service marks. If we notify you in writing of any such change, you must immediately discontinue use of the affected Marks and, at your sole cost and expense, must begin using the additional, modified, or substituted Marks within 10 days of our written notice, or sooner if required by law, court order, or critical business need. Except to the extent otherwise provided in Section 7(E), we will not reimburse you for any expenses incurred as a result of such changes.

8. CONFIDENTIAL INFORMATION AND IMPROVEMENTS

A. Confidential Information. You acknowledge and agree that you do not have, and will not acquire, any ownership or other interest in the Confidential Information, other than the limited right to use it solely in connection with operating your WIN Business in accordance with this Agreement. You further agree that any use, duplication, or disclosure of the Confidential Information for any purpose other than operating your WIN Business, including use for the benefit of any third party or competing business, constitutes a material breach of this Agreement and an unfair method of competition.

You acknowledge and agree that the Confidential Information is proprietary, competitively sensitive, and is disclosed to you solely on the condition that you will:

1. Not use the Confidential Information for your personal benefit or for the benefit of any individual, entity, or business other than your WIN Business, and never in a manner adverse to our interests;

2. Maintain the strict confidentiality of all Confidential Information during and after the Term of this Agreement, and not disclose it to any person or entity except as expressly permitted by this Agreement;

3. Not make unauthorized copies of Confidential Information, whether in written, digital, visual, or audio form;

4. Adopt and implement commercially reasonable procedures, at least equal to those you use to protect your own confidential or sensitive information, and take any additional protective actions we require to prevent unauthorized use or disclosure of Confidential Information;

5. Require all Principal Owners, managers, employees, contractors, and agents with access to Confidential Information to sign written confidentiality agreements containing protections at least as strong as those in this Agreement;

6. Remain fully responsible for any unauthorized use or disclosure of Confidential Information by you or by anyone within your organization who has access to it.

These obligations survive the expiration or termination of this Agreement.

If you are legally compelled to disclose any Confidential Information, you may do so only to the extent strictly required by law. In such case, you must (i) promptly notify us in writing upon learning of the disclosure requirement (unless prohibited by law), (ii) use your best efforts to obtain confidential treatment of the information, and (iii) give us a reasonable opportunity to seek a protective order or other remedy to maintain its confidentiality. If you fail to take such steps and that failure results in the unauthorized disclosure or public availability of Confidential Information, such failure will be deemed a material breach of this Agreement and may result in immediate termination.

B. Improvements. If you, your Principal Owner(s), employees, contractors, or agents create, conceive, discover, invent, develop, suggest, or implement any new concept, process, feature, deliverable, or enhancement in connection with the operation, marketing, technology, or promotion of your WIN Business (collectively, "Improvements"), you must promptly notify us in writing and provide us full access to such Improvements, without any compensation to you.

The term "Improvements" includes, without limitation: (i) any modification to the WINnovation Platform, WIN Home Inspection System, or any other technology, system, training program, or Confidential Information; (ii) analyses, business models, templates, workflows, data processing methods, code, integrations, APIs, or automations (including those involving AI-powered or third-party licensed tools); (iii) original written or visual materials, content, reports, presentations, marketing collateral, or communications; and (iv) any related patent applications, inventions (whether or not patentable), mask works, trade secrets, copyrights, trademarks, or other intellectual property created or used in connection with your WIN Business.

All Improvements shall be our sole and exclusive property, whether or not you provide us notice. We shall exclusively own any and all rights, titles, and interests, including all intellectual property rights, in and to all Improvements. You and your Principal Owner(s), employees, and agents hereby (i) assign to us all right, title, and interest in and to such Improvements, including the right to further modify, commercialize, license, or exploit such Improvements in any way we choose; (ii) waive any and all claims of moral rights, authorship, attribution, or similar rights under any jurisdiction; and (iii) agree to sign, deliver, and cause others under your control to sign and deliver, any documents necessary to perfect or enforce our rights in the Improvements.

You and your Principal Owner(s), employees, and agents further agree to cooperate fully with us in obtaining, registering, maintaining, enforcing, or defending intellectual property protection for any Improvements in any jurisdiction, both during and after the Term of this Agreement. You hereby irrevocably designate and appoint us as your agent and attorney-in-fact to execute and file any documentation and to perform all lawful acts necessary to secure our ownership rights in the Improvements, with the same legal effect as if executed by you.

In the event that any portion of this Section 8(B) is held to be unenforceable, you and your Principal Owner(s), employees, and agents hereby grant to us an irrevocable, worldwide, perpetual, royalty-free, fully paid-up, transferable, sublicensable, and non-exclusive license to use, reproduce, display, distribute, create derivative works of, and otherwise exploit the Improvements in any manner we deem appropriate.

C. Trade Secrets. You acknowledge and agree that in the course of developing and operating your WIN Business, you will gain access to certain trade secrets and other competitively sensitive information relating to the WIN Home Inspection System and our business operations (collectively, "Trade Secrets"). Trade Secrets include, without limitation: methods of doing business; strategic business plans; client and referral source data; pricing strategies; marketing campaigns; inspection processes and templates; vendor or supplier information; proprietary reports and analyses; operational workflows; technology

integrations; internal communications; and any other information that is either clearly marked as confidential or would reasonably be understood to be confidential based on its nature and content.

You agree that such Trade Secrets are private, proprietary, and of substantial commercial value to us; that they derive independent economic value from not being generally known or readily ascertainable by others; and that we have taken reasonable steps to protect them. You further acknowledge that the Trade Secrets may or may not qualify as "trade secrets" under applicable state or federal law but are nonetheless subject to the protections of this Agreement.

You agree to take all reasonable steps to safeguard and preserve the secrecy of our Trade Secrets, including implementing confidentiality measures at least as stringent as those you use to protect your own most sensitive information, and complying with any additional safeguards we require, including those described in the Operations Manual. You may use the Trade Secrets only in connection with the operation of your WIN Business and only in accordance with this Agreement.

Upon expiration or termination of this Agreement for any reason, you will not use, disclose, copy, teach, train, or disseminate any Trade Secrets to any person or entity, and you will immediately cease any activity involving the use or disclosure of our Trade Secrets.

D. Injunctive Relief. You acknowledge that any actual or threatened breach of your obligations under this Section 8, including unauthorized use or disclosure of Confidential Information or Trade Secrets, would cause us irreparable harm for which monetary damages would be inadequate. Accordingly, you agree that we will be entitled to immediate injunctive relief—temporary, preliminary, and permanent—without the necessity of posting bond or other security, in addition to any other rights or remedies available to us at law or in equity.

You further agree that injunctive relief may be granted to prevent any use or disclosure of Confidential Information or Trade Secrets in violation of this Agreement, or to compel specific performance of your obligations under this Section 8. The obligations in this Section 8 and our right to seek equitable relief will survive the termination or expiration of this Agreement.

E. Violation by You. You must promptly notify us in writing upon discovering any actual or suspected unauthorized use, access, or disclosure of Confidential Information or Trade Secrets by you or any of your Principal Owners, managers, employees, contractors, or agents. In such cases, you will provide your full cooperation, at your own expense, to assist us in:

a) Regaining possession or control of the Confidential Information or Trade Secrets;
b) Preventing any further unauthorized use, disclosure, or dissemination; and
c) Investigating the circumstances and mitigating any potential harm.

Your obligations under this section will survive the termination or expiration of this Agreement.

F. Legally Compelled Disclosures. If you are legally required to disclose any Confidential Information, you must promptly notify us in writing upon learning of the disclosure requirement (unless prohibited by law), so that we may seek a protective order or other appropriate remedy, or, in our sole discretion, waive compliance with the applicable confidentiality obligations in this Agreement. If (a) such protective order or remedy is not obtained, or (b) we waive compliance with this Agreement, you may disclose only that portion of the Confidential Information which you reasonably believe is legally required to be disclosed, and you must exercise good faith efforts (at our sole expense) to obtain assurances that confidential treatment will be afforded to the information both during and after disclosure.

9. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

A. Relationship of the Parties. You understand, acknowledge, and agree that your relationship with us is that of an independent contractor. Nothing in this Agreement, the WIN Home Inspection System, or your operation of the WIN Business will be construed to create any partnership, joint venture, joint employer, agency, employment, fiduciary, or other special relationship between you and us. Neither party may obligate or bind the other to any third party, and neither party may represent that it has the authority to do so.

You agree to clearly and consistently represent yourself to your customers, employees, referral sources, suppliers, public officials, and all other third parties as a licensee operating an independently owned and operated business under our Marks. You must prominently display this independent status including in the form we may require, on all signage, invoices, proposals, contracts, advertising, digital media, websites, email signatures, and any other materials used in connection with your WIN Business. We may revise the required form and placement of these notices through the Operations Manual or other written instruction.

B. Your Hiring and Training of Employees. You are solely and exclusively responsible for all employment-related decisions and functions in connection with your WIN Business. This includes, without limitation, all decisions regarding hiring, firing, onboarding, training, supervision, compensation, benefits, work schedules, personnel policies, performance reviews, recordkeeping, compliance with wage and hour laws, employee discipline, and termination of employees and independent contractors. You acknowledge and agree that all such employment decisions are made independently by you, without our involvement, direction, control, or influence, and will not be attributed to us under any legal theory.

From time to time, we may make available to you certain optional forms, website links, handbooks, templates, policies, or other materials (collectively, "Reference Materials") related to employment practices or other operational matters. You are solely responsible for evaluating and modifying any such Reference Materials to ensure they are appropriate for your specific circumstances and compliant with applicable laws. You should consult your own legal counsel before implementing any such Reference Materials. Your use of any Reference Materials, whether in original or modified form, is entirely at your own risk and does not create any liability or responsibility on our part.

You must maintain a sufficient number of trained employees to operate your WIN Business in compliance with this Agreement, the Operations Manual, and applicable law. You understand and agree that all employees who perform inspection services must hold all licenses, certifications, or permits required by law and must also be certified by us as WIN Certified Inspectors before conducting any inspections on behalf of your WIN Business.

Subject to applicable law, before hiring or engaging any individual who may have access to Confidential Information or interact with clients or referral sources, you must:

1. Conduct a background check;

2. Require the individual to sign a written confidentiality agreement with terms consistent with this Agreement; and

3. Provide us with at least fourteen (14) days' advance written notice of your intent to hire or engage such individual, including name, role, and expected start date.

You are responsible for ensuring that all personnel follow your obligations under this Agreement and meet all applicable legal and licensing requirements.

C. Indemnification. You agree to defend, indemnify, and hold harmless, to the fullest extent permitted by law, us, our affiliates, and each of their and our respective past, present, and future officers, directors, shareholders, owners, members, managers, employees, agents, successors, heirs, and assigns (collectively, the "Indemnitees") from and against any and all claims, demands, causes of action, damages, liabilities, losses, costs, expenses (including attorneys' fees and court costs), or regulatory action, whether or not a formal proceeding has been initiated, that arise out of or relate to:

a) this Agreement;
b) your operation of the WIN Business;
c) any act, omission, negligence, or misconduct by you or your employees, contractors, or agents;
d) any breach of your representations, warranties, or obligations under this Agreement or applicable law; or
e) any actual or alleged injury, loss, or damage to any person or property arising out of or relating to your WIN Business.

This indemnity does not apply to the extent a final, non-appealable judgment by a court of competent jurisdiction determines that the claim was caused solely by our willful misconduct. We may, in our sole discretion, elect to control the defense of any claim in which we or our Marks are involved, and you agree to cooperate fully with us in such defense. Any such involvement or assumption of control by us does not relieve or reduce your indemnification obligations under this Section. Your obligations under this Section 9(C) are joint and several with your Principal Owner(s) and will apply to and benefit us and our affiliates, successors, and assigns. These obligations will survive the expiration or termination of this Agreement.

D. Survival. All indemnification obligations, assumptions of liability, and related duties under this Section 9 will survive the expiration or termination of this Agreement and will remain in full force and effect for as long as any covered claim or liability may exist.

E. Anti-Terrorism Laws. You certify, represent, and warrant that neither you, your Principal Owners, employees, agents, contractors, nor any person or entity with whom you are associated or with whom you do business is:

i. designated as a Specially Designated National or Blocked Person by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC");
ii. named in the Annex to Executive Order 13224; or
iii. otherwise identified on any similar list maintained by OFAC or any other U.S. government agency pursuant to any Anti-Terrorism Laws.

You further certify that you are not currently, and will not become, directly or indirectly engaged in any transactions, dealings, or associations with any person or entity described above, and that none of your property or interests is subject to being frozen, blocked, or forfeited under any Anti-Terrorism Laws. You agree that you will not:

a) hire, contract with, or otherwise associate your WIN Business with any person or entity listed or identified as described above; or
b) use your WIN Business to support, facilitate, or engage in any activity or transaction that would violate any applicable Anti-Terrorism Laws.

You must immediately notify us in writing if you become aware of any actual or suspected violation of this Section. We may terminate this Agreement immediately if we determine, in our sole discretion, that you are in breach of this Section or that your conduct, associations, or transactions present a reputational, legal, or regulatory risk to us, our affiliates, or the WIN Home Inspection System based on any such actual or suspected association or violation.

You waive and release any claims against us arising from any termination or non-renewal of this Agreement under this Section 9(E).

10. OPERATION OF YOUR WIN BUSINESS

A. Condition of your WIN Business and Approved Vehicle(s). You are solely responsible for maintaining the physical, operational, and professional condition of your WIN Business and all assets used in connection with it. You agree to regularly inspect, repair, upgrade, clean, or replace any worn-out, outdated, damaged, or non-compliant items, including equipment, signage, tools, technology, and supplies, to ensure they meet our then-current standards and specifications as outlined in the Operations Manual or as otherwise communicated by us in writing.

You must also maintain the appearance, cleanliness, safety, and branding of each Approved Vehicle used in your WIN Business, including applying and maintaining decals and wraps in accordance with our specifications, at your sole cost and expense. We may require you to repair or replace an Approved Vehicle if, in our reasonable judgment, it no longer meets our appearance, branding, performance, or safety standards. If your residential community prohibits exterior vehicle branding, you must notify us in writing and receive our written consent for an alternative solution that maintains consistent brand representation during all business use. Any required rebranding, including removal and reapplication of graphics, must be completed at your expense and within the timeframe we specify.

Failure to comply with any provision of this Section will constitute a material breach of this Agreement. We may issue a written notice requiring you to cure any non-compliance within a timeframe specified by us. If you fail to cure within the required period, we may pursue legal or equitable remedies, including suspension of certain rights, temporary deactivation of platform access, or termination of this Agreement as outlined in Section 16. You further acknowledge and agree that:

a) We are not liable for any costs, damages, or losses arising from your obligations under this Section;
b) Our inspection, failure to inspect, or silence by us regarding any non-compliance does not constitute a waiver of our rights or a representation that you are in compliance;
c) Your obligations under this Section remain in effect even during any temporary suspension or interruption in the operation of your WIN Business.

B. Services, Products, Supplies and Materials. In operating your WIN Business, you may only use approved or designated services, products, materials, supplies, equipment, tools, vehicle decals, vehicle wraps, WIN career wear, signs, inventory, forms, advertising materials, and the Computer System that we have approved as meeting our specifications and standards for one or more of function, reputation, differentiation, appearance, and performance ("Approved Items"). You may purchase Approved Items only from suppliers we approve or designate (which may include us and/or our affiliates) ("Approved Suppliers"). We may periodically modify the list of Approved Items and Approved Suppliers, and you will comply with any such modified lists. You agree that certain products may only be available from one source, and we or our affiliates may be that source.

If you propose to use or offer for sale any products or services which we have not approved, you must first notify us in writing and provide sufficient information, specifications, photographs, drawings, samples or other information that we may request concerning the proposed good, service, brand and/or supplier to permit us to determine whether it meets our then-current standards and specifications. We will notify you within 90 days of receiving your request whether or not the proposed good, service, brand and/or supplier is approved; failure to respond does not constitute approval. If we approve any proposed good, service, brand and/or supplier, we reserve the right to revoke our approval at any time, and you must cease use within 30 days of receiving our notice of revocation of approval.

If we approve any additional product or service not already listed in the Approved Products and Services, such approval is conditioned on your agreement to pay all applicable fees under this Agreement, including, without limitation, the Royalty Fee, System Brand Fee, and any other fees or charges that apply to revenue-generating activities under this Agreement, unless we expressly state otherwise in writing. You must uphold our standards of quality, presentation, and customer experience in offering any such approved product or service, whether for marketing or for sale to clients.

Other than for your WIN Business, you will not, directly or indirectly, purchase products and services for a business (from which you may derive direct or indirect benefits) that offers or markets Approved Products and Services without our prior written consent. We may impose limits on the number of suppliers and/or brands for any products and services to be used in your WIN Business or require you to switch suppliers, brands, or products as part of system-wide updates or improvements. We may develop procedures for the submission of requests for approved goods, services, brands and suppliers, and obligations that approved suppliers must assume (which may be incorporated in a written agreement to be signed by approved suppliers). You must at all times maintain an inventory of products sufficient in quantity and variety to realize the full potential of your WIN Business.

Neither we nor our affiliates, however, guarantee that any product, service, equipment, or other item will be available from us or any third-party supplier. We and our affiliates make no warranty and expressly disclaim all warranties, express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, availability, compatibility, performance, non-infringement, or any warranty arising from course of dealing, course of performance, or usage of trade, with respect to any products, services, equipment (including any required Computer Systems), supplies, or other items that we or any third parties manufacture, distribute, recommend, or approve for use in the WIN Home Inspection System.

C. Standards of Service. You must at all times provide prompt, courteous, knowledgeable, and efficient service to your actual and prospective customers and referral sources. In all dealings with customers, referral sources, suppliers, and the general public, you must uphold the highest standards of honesty, integrity, professionalism, and fair dealing. You must comply with all service-related standards and specifications that we communicate to you, whether through the Operations Manual or otherwise. You must promptly respond to all customer inquiries and fully address and resolve customer complaints promptly and professionally, consistent with WIN's brand values, reputation, and customer experience standards. Your failure to maintain these service standards or to resolve complaints promptly may, in our sole discretion, constitute a material breach of this Agreement and subject you to remedies under Section 16.

D. Standards, Specifications, and Procedures. While you are solely responsible for the day-to-day operation of your WIN Business, you acknowledge and agree that we will impose and revise from time to time certain mandatory standards, specifications, and operating procedures to protect the Marks, customer experience, other WIN Businesses, and the integrity of the WIN Home Inspection System. These requirements may be included in the Operations Manual, communicated to you in writing, or incorporated into our other policies.

You agree to strictly comply with all such mandatory standards, specifications, and procedures. Your failure to do so, or to promptly implement any changes that we direct in writing, will constitute a material breach of this Agreement and may result in legal or equitable remedies, including temporary deactivation of system access, suspension of rights, or termination. We may update or modify such standards at any time and in our sole and reasonable judgment, including to accommodate unique circumstances among individual franchisees. Our standards, specifications, and procedures may include, without limitation:

a) the type and quality of products and services offered through your WIN Business;
b) the quality and consistency of service and sales;
c) methods, procedures, and formats for service delivery, customer interaction, and marketing;
d) the appearance, cleanliness, maintenance, safety, and functionality of your WIN Business, Approved Vehicle(s), signage, and equipment;
e) the brands, models, and types of vehicles, tools, supplies, and systems (including the Computer System);
f) the display and use of promotional signs, materials, and brand formats; and
g) the content and deployment of advertising, lead generation, promotions, or campaigns for your WIN Business.

You may use subcontractors or third parties to provide Approved Products and Services only with our prior written approval and only if:

i. they maintain insurance coverage at levels equal to or greater than those required of you, naming you as an additional insured;
ii. you provide us with written proof of such insurance before services or products are delivered;
iii. they hold all required licenses and certifications; and
iv. you have a written agreement with each subcontractor reflecting these requirements.

We reserve the right to reject any subcontractor for any reason. You are solely responsible for the acts or omissions of your subcontractors and must fully indemnify, defend, and hold us and our affiliates harmless from any claims arising directly or indirectly from their conduct or non-compliance.

E. Compliance with Laws and Good Business Practices. You must secure, maintain, and comply with, at your sole cost and responsibility, all licenses, permits, registrations, certifications, and other authorizations required by federal, state, and local law for the lawful operation of your WIN Business. You must operate your WIN Business in full compliance with all applicable laws, ordinances, codes, regulations, and administrative rulings.

You must comply with all laws relating to consumer protection, advertising, data security and privacy, electronic communications, environmental protection, fair labor and employment practices, and health and safety. This includes compliance with any privacy policies, data protection practices, and breach response policies we may establish, as further described in Section 5(F). If a conflict arises between applicable laws and our standards, you must follow the applicable law and notify us in writing within 24 hours of discovering the conflict. You must notify us in writing within 24 hours of:

a) the commencement of any action, suit, investigation, citation, or proceeding;
b) the issuance of any injunction, order, notice of violation, or penalty by any court or government agency; or
c) any other legal or regulatory development that may adversely impact your WIN Business, you personally, or any of your Principal Owners.

We may require you or your Principal Owners to undergo upon request and at our sole discretion, a criminal background check or other due diligence investigation at any time, at our expense. You agree to cooperate fully and promptly with us and our agents regarding any such request. You must ensure that all inspection services provided under your WIN Business are covered by a valid, signed client agreement in a form we approve or provide, which includes appropriate limitations of liability and required disclosures. You may not perform any inspection services without such a written contract in place. You must not engage in any activity, advertising practice, or conduct, online or offline, that may be deceptive, misleading, unethical, or otherwise likely to harm the reputation, goodwill, or credibility of: (i) the Marks, (ii) the WIN Home Inspection System, or (iii) any other WIN Business. You are prohibited from misrepresenting your qualifications, services, affiliations, or the scope of any inspections performed.

Your failure to comply with this Section constitutes a material breach of this Agreement, and we reserve the right to seek injunctive relief, damages, or any other legal or equitable remedy available.

F. Management of your WIN Business. If there is more than one Principal Owner, the Principal Owners must designate one Principal Owner as the "Designated Owner." If there is only one Principal Owner, that individual will automatically serve as the Designated Owner. The Designated Owner must at all times faithfully, honestly, and diligently fulfill the obligations under this Agreement and continuously use best efforts to manage, grow, and promote your WIN Business.

The Designated Owner must personally and directly oversee all core functions of your WIN Business on a full-time, exclusive basis during normal business hours. Without our prior written consent, the Designated Owner must not:

a) engage in any business activity during normal business hours that requires regular, ongoing involvement or that may materially interfere with the management and promotion of your WIN Business;
b) hold themselves out as the Designated Owner while materially delegating core duties to others.

If there are multiple Principal Owners, the role of Designated Owner may not be divided, shared, or rotated among them. The Designated Owner must be a single natural person approved by us. Any proposed change in the Designated Owner requires our prior written approval and may be subject to our onboarding, training, licensing, and screening requirements as outlined in this Agreement or the Operations Manual.

G. Insurance. You agree to purchase and maintain in force, at your expense, all of the insurance coverage we require in the types and amounts described herein and updated from time to time in the Operations Manual. Such insurance is in addition to any other insurance that may be required by applicable law, your landlord, or otherwise. All insurance policies must: (1) be issued by an insurance carrier(s) designated by or acceptable to us; (2) name us, our affiliates, and our and our affiliates' officers, directors, and employees as additional insureds; (3) contain a waiver of the insurance company's right of subrogation against us; (4) contain the minimum insurance coverage set forth herein or as we set forth in the Operations Manual; and (5) provide that we will receive 30 days' prior written notice of any material change in or termination, expiration or cancellation of any policy. We may periodically, with prior written notice to you, alter the minimum insurance coverage requirements, and require different or additional kinds of insurance, and you must accordingly comply with the new insurance requirements.

You will provide us with copies of the certificate of insurance, insurance policy endorsements or other evidence of compliance with these requirements: (i) at least 2 weeks before you commence operations of your WIN Business, (ii) on an annual basis (at least two weeks before the expiration of your then-current

policy), and (iii) at such other times as we may require. In addition, you must provide to us a copy of the evidence of the renewal or extension of each insurance policy in a form we require. We do not represent or warrant that any insurance that you are required to purchase will provide you with adequate coverage. The insurance requirements specified in this Agreement and the Operations Manual are for our protection. You should consult with your own insurance agents, attorneys and other advisors to determine the level of insurance protection you need and desire, in addition to the coverage and limits we require. As of the Effective Date, such policies must include a minimum of:

a) $1,000,000 per occurrence and $1,000,000 in the aggregate in professional liability insurance (also known as errors and omissions insurance);
b) $1,000,000 per occurrence and $1,000,000 in the aggregate in general liability and product liability insurance;
c) $1,000,000 per occurrence and $1,000,000 in the aggregate in commercial automobile insurance;
d) $500,000 in workers' compensation and occupational disease insurance, unless you are a sole proprietor with no employees and are exempt from such requirements under applicable law; and
e) any other insurance required by statute or regulation of the state in which you operate your WIN Business.

H. Participation in Certain Programs and Promotions. You must actively and consistently promote and advertise your WIN Business using the channels, formats, and messaging we specify. You must follow our policies, guidelines, and programs for advertising and promotion. To the extent permitted by applicable law, you must honor promotional prices, discounts, or other advertised offers that we establish for systemwide or regional promotions, except where honoring such offers would result in a clear violation of applicable pricing or consumer protection laws. We may recommend or suggest pricing structures to promote brand consistency, but ultimate pricing decisions for your WIN Business remain your independent responsibility, except as otherwise required by law or permitted under this Agreement. Your failure to participate in required promotions or comply with promotional guidelines may be deemed a material breach of this Agreement.

I. National Accounts Program. We may establish a national accounts program ("National Accounts Program") in which we partner with businesses, organizations, or individuals to generate additional business opportunities for you and other WIN franchisees. We reserve the sole and exclusive right to develop, negotiate, and determine pricing, scope of services, invoicing procedures, and customer terms for services provided under the National Accounts Program. You may not independently negotiate, modify, or alter terms for any National Accounts client or transaction without our prior written consent. You must participate in the National Accounts Program if we designate it as mandatory. Once established, and as it evolves, the details and your obligations under the National Accounts Program will be described in the Operations Manual or communicated to you in writing.

Nothing in this Section or elsewhere in this Agreement shall be construed as creating a joint employer, agency, or partnership relationship between us with respect to your employees or contractors. You remain solely responsible for such decisions and actions.

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K. Conduct on Internet, Email Use. We will provide you with a WIN email address, and you must use it exclusively for all business-related communications, customer interactions, platform registrations, marketing efforts, account creation and all other business activities related to your WIN

Business. You must not use personal email addresses or third-party business accounts to conduct WIN Business unless we provide written consent.

Your conduct on the Internet, including but not limited to use of email, websites, social media, business listings, digital advertising, or any online content related to your WIN Business, must comply with this Agreement, the Operations Manual, and any Acceptable Use Policy or technology policy we establish or modify from time to time. You must not use the WIN email, the Internet, or any digital or electronic media in a manner that, in our sole discretion:

a) is inconsistent with the professional image and standards of the WIN Home Inspection System;
b) misrepresents the nature of your WIN Business, your relationship with us, or the Marks;
c) creates a risk of harm to our reputation, customers, vendors, or other WIN Businesses; or
d) violates any applicable law, regulation, or industry best practice.

We reserve the right to monitor, suspend, or revoke access to any WIN email or online asset related to your WIN Business if you violate this Agreement or fail to comply with any standards we require. Your failure to comply with this Section will be considered a material breach of this Agreement.

L. Internal Systems Terms of Use. We have developed restricted-access websites, platforms, and digital tools (collectively, the "Intranet") that may allow you and your Authorized Users, including your employees, contractors, agents, or other individuals acting on your behalf, whether compensated or not, to access portions of the Operations Manual, download approved local marketing and advertising materials, communicate with us and other WIN franchisees, upload business content, submit reports, and engage in other functions we may designate from time to time. We may modify the terms of use for the Intranet or discontinue the Intranet or any of its features at any time, without prior notice. We are not liable to you or any third party in connection with any modification, suspension, malfunction, or discontinuation of the Intranet or any associated systems or services.

We are the sole owner of, and will retain all right, title, and interest in and to: (i) all content, data, files, templates, and materials ("Content") used on, prepared for, or transferred to the Intranet, WIN email, WIN Social Media, and any other digital platforms we provide or approve (excluding any content owned by third parties and used by us under license); and (ii) all associated intellectual property rights therein. To the extent such Content is not already owned by us, you and your Authorized Users hereby assign to us any and all copyrights or rights of use for all such Content, whether created by you in full or in part, or by a third party working on your behalf. You shall not delete, destroy, obscure, or otherwise impair the Content, during or after the Term.

Under no circumstances will we be liable for any Content posted, emailed, or otherwise transmitted via the Intranet, including any errors, omissions, loss, damage, or use. We reserve the right, at our sole discretion, to block or remove any Content we deem inappropriate, inaccurate, or objectionable. If you or your Authorized Users violate the terms of this Section three (3) or more times, we may, in our sole discretion, terminate this Agreement immediately and without further opportunity to cure in addition to any other remedies available under this Agreement or applicable law.

You and your Authorized Users must not, through the Intranet, WIN email, WIN Social Media, websites, marketing or advertising platforms, or otherwise:

a) Upload, post, email, or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically, or otherwise offensive;
b) Impersonate any person or entity or misrepresent authorship or origin of content;

c) Transmit any content you do not have the right to share under law or contractual relationships;
d) Infringe any patent, trademark, trade secret, copyright, or other proprietary rights;
e) Distribute unsolicited advertising, spam, chain letters, or solicitations;
f) Upload viruses, malicious code, or anything designed to interfere with systems;
g) Disrupt normal exchanges or user experiences;
h) Interfere with or disrupt servers or networks;
i) Stalk or harass others;
j) Collect or store personal data about users; or
k) Post your WIN Business for sale or sell merchandise related to its sale or termination.

11. ADVERTISING

A. Approved Advertising and WIN Business Promotion Materials. You must conduct all advertising, marketing, and promotional activities for your WIN Business in a professional, brand-consistent manner that complies with our then-current standards and requirements as outlined in the Operations Manual or as otherwise communicated to you in writing.

You must obtain our prior written approval before using any advertising or promotional materials, content, or plans, regardless of format or medium, unless the material: (i) was created by us or previously approved by us in writing for your specific use, and (ii) has not been subsequently modified in any way. This includes, but is not limited to, content for print, digital, audio, video, outdoor, direct mail, social media, websites, online listings, paid advertisements, AI-generated content, testimonials, case studies, influencer marketing, and affiliate, referral, or lead generation arrangements involving compensation, reciprocal promotion, or other benefit-sharing. We may establish procedures or platforms for expedited or batch approval of certain commonly used materials, templates, or campaigns. If such procedures are in place, you must follow them exactly.

Any materials or plans that you submit for our review become our sole property upon submission, and we may use, modify, or disseminate such materials for any purpose without compensation or attribution to you. We may revoke our prior approval of any marketing or promotional material at any time upon written notice to you, and you must, at your sole cost and without delay, cease all use, remove the material from circulation, and delete or unpublish it from all platforms and media, including social media and third-party directories. You may not use the WINnovation Platform, WIN social media, WIN email address, any Marks, or any other brand-related asset to promote or advertise any business, product, or service not expressly authorized in writing by us, whether for your own benefit or the benefit of any third party. This restriction includes, but is not limited to, using any such assets to promote another inspection, home services, property, consulting, or educational business, whether operated by you, your family, employees, affiliates, or other third parties.

You are solely responsible for the content and legal compliance of all marketing and advertising you create or use (regardless of approval), including but not limited to compliance with:

a) applicable federal, state, and local laws;
b) anti-discrimination and fair housing laws;
c) truth-in-advertising standards;
d) FTC guidelines on endorsements, reviews, testimonials, AI-generated disclosures, and native advertising; and
e) any other legal requirements for required disclaimers and disclosures.

You may not engage in any co-branded or jointly sponsored advertising, charitable campaign, or public-facing partnership using our Marks without our prior written approval, and you must follow any conditions we impose on such campaigns, including branding, disclosure, and compliance requirements. You may not imply any affiliation with or endorsement by any third-party partner, vendor, client, organization, or

government agency without express written approval from us. All advertising and promotional activities must reflect positively on the WIN brand, the WIN Home Inspection System, and all other WIN Businesses. We reserve the right, in our sole discretion, to determine whether any marketing or advertising material complies with these requirements, and to require immediate withdrawal or correction of any non-compliant materials.

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C. System Brand Fund. You must pay us a System Brand Fee as described in Section 4(K) of this Agreement. We will place all System Brand Fees we receive in a system-wide marketing fund (the "System Brand Fund"), which we will manage and use to support the general promotion and protection of the brand, the Marks, and the WIN Home Inspection System.

We may make reasonable disbursements from the System Brand Fund to cover expenses we incur in connection with branding, marketing, public relations, promotional initiatives, technology tools, agency engagements, and personnel dedicated to brand support and fund administration. These disbursements may include, without limitation:

a) Brand-level advertising, marketing, and public relations campaigns;
b) Production or distribution of digital, print, radio, television, or billboard advertising;
c) Evaluation and implementation of new marketing tools and technologies;
d) Creation and dissemination of promotional materials, templates, or samples;
e) Contracts with third-party agencies or vendors for strategic marketing support;
f) Internal support services related to marketing and advertising;
g) Administrative, legal, and accounting expenses;
h) Salaries and benefits of personnel engaged in System Brand Fund activities;
i) Any other activities or expenses that we determine will support the overall visibility, growth, or protection of the WIN brand.

The System Brand Fund is not a trust or escrow account. We are not obligated to spend any particular amount in any market, region, or for any specific WIN Business. We retain sole discretion over all decisions related to the System Brand Fund, including whether, when, where, and how to spend any portion of it, including the right to exceed, defer, or carry over from one fiscal year to the next. The System Brand Fund may be commingled with our general operating accounts, but we will maintain a ledger of receipts and disbursements. Within 90 days of written request by you, we will provide you an annual unaudited statement of the receipts and disbursements of the System Brand Fund for the for the calendar year prior to the date of your written request.

If we or any affiliate owns one or more WIN Businesses, we and our affiliates will contribute to the System Brand Fund on the same basis as other franchisees.

12. RECORDS AND REPORTS

A. Accounting and Records. You must, at your expense, maintain accurate, complete, and up-to-date financial and operational records and documentation relating to your WIN Business using the methods, format, and naming conventions we require. These must be organized, electronically accessible, and capable of being reviewed remotely without requiring our physical presence at your business location. You must ensure that all such materials are transmitted to us via email, shared access platforms, or other electronic means we designate. You must not delete, delay uploading, or backdate any records required under this Section, regardless of format or system used. Without limiting the generality of the foregoing, you must provide and maintain our access to:

a) A well-organized and clearly labeled general ledger or accounting system (such as QuickBooks Online or another cloud-based system we approve) that allows us direct read-only access;
b) Monthly financial statements including profit and loss statements, income statements, and balance sheets;
c) A chart of accounts that either follows our specified format or that includes sufficient labeling and consistency to allow for reconciliation with WIN Business operations;
d) Monthly statements for bank accounts and credit cards that you utilize to transact for your business activities whether directly related to WIN or not;
e) Federal, state, and local tax returns (including those of all Principal Owners) for up to prior six (6) calendar years (or longer if required by law or in connection with an investigation of potential breach, diversion, or fraud as determined in our sole discretion);
f) Copies of contracts or agreements with referral sources, vendors, subcontractors, or other third parties;
g) Police or insurance reports involving any driving incidents related to your WIN Business; and
h) Supporting documentation related to any of the above.

These obligations also apply to any business or individual offering inspection services or other Approved Products and Services that may be connected to you, your WIN Business, or your Principal Owners — including those involving current or former employees, contractors, or family members — regardless of whether such activities were authorized by you. You must not conceal, alter, or withhold such information, regardless of whether it was conducted under a different name, entity, or brand. We are not required to prove actual diversion in advance of requesting these records. Our reasonable suspicion based on our business judgment or objective indications will be sufficient to trigger your obligation to produce such records.

Upon request, you must provide the above information within five (5) business days. If the materials are incomplete, disorganized, or presented in a manner that significantly delays our ability to conduct an efficient review, we reserve the right to deem it a breach of this Agreement. In such cases, we may impose administrative fees, costs incurred for professional assistance (e.g., legal or accounting), and/or penalties as described elsewhere in this Agreement or the Operations Manual. These remedies are in addition to, and not in limitation of, our other rights under this Agreement, including those in Sections 16 and 17

We may, on our own or through a third-party firm, access, audit, or review this information at any time and for any purpose, including to verify compliance and calculate fees owed to us. You agree to provide all authorizations and cooperation required to facilitate such access. We may require you to work with a designated third-party accounting or bookkeeping firm at your expense if you fail to maintain your records in a manner we determine to be timely, accurate, and well-organized.

13. INSPECTION AND AUDITS

A. Our Right to Inspect your WIN Business. To determine whether you are complying with this Agreement and/or the Operations Manual, we and our representatives have the right to inspect, audit, or review any aspect of your WIN Business at any time, with or without prior notice. This includes any data, Records, documents, vehicles, equipment, supplies, and tools used in the operation of your WIN Business. You must fully cooperate with us, including making your Principal Owners, employees, vendors, and customers available for interviews upon request. We will exercise this right in a manner that is reasonable in scope and minimally disruptive to your operations

You must, at your own expense, promptly provide us with all records, information, or materials we request in a well-organized and clearly labeled electronic format. We have no obligation to physically visit your WIN Business or travel to your location to obtain or inspect such information. It is solely your responsibility to make the required data available electronically and in an intelligible form. You must provide us with continuous electronic access to accounting records and relevant systems, including without limitation QuickBooks Online, including any tools, platforms, or systems operated by third parties (such as payroll providers, CRM systems, or referral platforms) that store or process data related to your WIN Business. If we determine that your records are disorganized, missing, inaccurate, or difficult to access or decipher, we may, in addition to other remedies, assess administrative fees or penalties or require you to retain, at your expense, a third-party accounting firm acceptable to us to correct deficiencies. You must not withhold access to any information or systems used in connection with the WIN Business, even if held by third parties or operated under a different name or account. Failure to comply with any of the foregoing obligations constitutes a material breach of this Agreement.

B. Our Right to Examine Books and Records. You must maintain all required documents and supporting information relating to your WIN Business in a complete, accurate, and organized manner, using the accounting software, naming conventions, categorization, and digital structure we may specify from time to time. All such records must be accessible by us electronically at all times. You must provide us and our authorized agents with direct and continuous electronic access, including but not limited to full access to your QuickBooks Online account (or other accounting software as applicable), along with all bank statements, invoices, receipts, reconciliations, tax returns, service contracts, and other documents we may designate in the Operations Manual or elsewhere in writing.

We may, at any time and without prior notice, request electronic copies of such records, conduct audits or inspections, or require clarification of any line item, journal entry, classification, payment, or supporting material, whether or not it directly affects fees owed to us. You must deliver all requested records in a timely, complete, well-labeled, and readable format within 5 business days of our written request, or sooner if we determine an expedited response is necessary to address suspected diversion, fraud, or breach. Failure to do so will constitute a material breach of this Agreement.

If you submit jumbled, unlabeled, or disorganized information, we reserve the right to charge you for any time or costs we incur in sorting or interpreting the materials, including, without limitation, submissions that lack file naming consistency, chronological organization, category labeling, or proper formatting. We are under no obligation to physically visit your business, and you may not rely on our failure to visit or inspect as a waiver of your obligations. You must not hinder, delay, or obstruct our ability to examine records, and you must fully cooperate with us and any third-party vendors we designate for this purpose.

C. Result of Audit; Unreported Revenue. The following remedies are in addition to, and not in limitation of, any other rights or remedies available to us under this Agreement or at law or equity.

Understatement of Less than 2%. If any audit or examination discloses an understatement of Gross Revenue of less than two percent (2%) for the audited period, you must immediately pay to us the full amount of the understatement, plus interest at the lesser of one percent (1%) per month or the highest rate permitted by applicable law, from the original due date of the underreported amounts.

Understatement of 2% or More. If any audit or examination discloses an understatement of Gross Revenue of two percent (2%) or more for the audited period, you must: (a) immediately pay the full amount of the understatement; (b) pay interest at the lesser of one percent (1%) per month or the highest rate permitted by law on the underreported amount from the original due date; and (c) reimburse us for all costs incurred in connection with the audit or examination, including reasonable accounting fees, legal fees, travel, lodging, meals, and personnel costs. This will constitute a material breach of this Agreement and is non-

curable, and we may immediately terminate this Agreement upon written notice in accordance with Section 16.

Failure to Cooperate or Concealment. If you fail to fully cooperate with an audit or examination, delay or withhold required records, submit disorganized or incomplete information, or conceal data (including access to systems like QuickBooks Online or equivalent platforms), we may, at our sole discretion and based on a good-faith review of available information, estimate the Gross Revenue and fees (including Royalty Fees and System Brand Fees) that were underreported. This estimate may rely on banking records, invoice history, platform logs, referral activity, or third-party data. You agree to be bound by our good-faith estimate and must immediately pay the estimated amounts, plus applicable interest and audit costs as described above. Such failure will be considered a non-curable material breach, and we may immediately terminate this Agreement in accordance with Section 16, in addition to pursuing all other legal or equitable remedies.

No Formal Audit Required to Prove Underreporting. We are not required to conduct or complete a formal audit to prove underreporting. If we reasonably conclude that underreporting occurred—based on available data, patterns, inconsistencies, or third-party records (such as referral platforms, subcontractors, payment processors, software integrations, or industry benchmarks)—we may rely on alternative methods including sampling, benchmarking, or comparisons to other WIN Businesses to determine the extent of underreporting. This also constitutes a non-curable material breach, and we may immediately terminate this Agreement under Section 16 and seek any additional remedies. Our audit and collection rights survive the expiration or termination of this Agreement.

D. Additional Requests. At any time during the Term, and in addition to other provisions in this Agreement, you must provide us with any records, data, communications, or other information we reasonably request to assess your compliance, enforce our rights, or support the WIN System. This includes information relating to you, your WIN Business, your Principal Owners, your employees, or any business or entity involved in inspection-related activity operated by you or your Principal Owners.

You must deliver all requested materials in electronic format, fully organized and clearly labeled, within five (5) business days of our written request, or sooner if needed for urgent or legal compliance matters. Incomplete, disorganized, or delayed responses may constitute a material breach of this Agreement.

You also authorize us at any time and without separate notice to conduct credit checks and background investigations on you and your Principal Owners. These checks may include review of:

a) Criminal or civil litigation history (including pending cases);

b) Liens, bankruptcies, or debt defaults;

c) Ownership of businesses, real estate, or affiliated entities;

d) Education, employment, and professional history;

e) Creditworthiness, performance feedback, and public records;

f) Known affiliations that may pose reputational, operational, or legal risks to WIN.

You agree to cooperate fully and sign any documentation required by us or third-party providers to conduct these investigations. If you or any Principal Owner refuse to cooperate, or if findings raise material concerns

about integrity, reliability, or financial risk, we may deem this a material breach, subject to termination or other remedies under Section 16.

14. COVENANTS

A. Covenant Not To Compete During Term. You acknowledge that, under this Agreement, you and your Principal Owners will gain access to specialized training and Confidential Information — including methods and data relating to operations, marketing, sales, customer relationships (including with referral sources such as real estate agents), and other aspects of the WIN Home Inspection System.

Accordingly, during the Term of this Agreement, neither you nor any Principal Owner may — directly or indirectly, whether as an employee, contractor, advisor, partner, shareholder, manager, investor, or otherwise — engage in or assist any other business that offers or sells any products or services similar to Approved Products and Services (regardless of whether your WIN Business offers them), whether located inside or outside your Territory. This restriction does not apply to ownership of less than 1% of a class of publicly traded securities.

You also agree that during the Term you will not:

a) Divert or attempt to divert any actual or prospective business, vendor, customer, investor, or referral source of any WIN Business to a competing business;

b) Engage in such diversion directly or indirectly, including through referral, recommendation, passive facilitation, or influence;

c) Take any action, directly or indirectly, that could harm or diminish the goodwill of the Marks or the WIN Home Inspection System.

Any violation of this Section is a material breach. You agree that we may bring any legal action in court to enforce this Section, including seeking injunctive relief, damages, and other equitable remedies, and that the arbitration provisions in this Agreement do not apply to such enforcement.

B. Post-Term Covenant Not To Compete. You and each of your Principal Owners agree not to engage, directly or indirectly, in any business that offers or sells any Approved Products and Services (whether or not your WIN Business ever offered them) for one (1) year after the later of:

i. the termination, expiration, transfer, non-renewal, or sale of this Agreement for any reason; and

ii. the last date you or any of your Principal Owners are involved in operating, promoting, managing, earning revenue from, or otherwise holding out affiliation with your WIN Business.

This restriction applies within:

a) your Territory;

b) a 25-mile radius surrounding the zip codes in which you may have provided Approved Products and Services during the Term; and

c) a 25-mile radius surrounding you Territory.

This restriction applies whether you act as an employee, contractor, advisor, investor, shareholder, partner, officer, director, or in any other capacity including through an entity in which you or your Principal Owners have a financial interest or management role.

This restriction does **not apply** to:

i. any other WIN Business you operate under a separate WIN Franchise Agreement, or

ii. ownership of less than 1% of a class of publicly traded securities.

If you violate this Section at any time, the one-year restriction will be **paused during the violation** and will restart only when the violation ends. We may also seek a court order to enforce or extend the Restricted Period and to pursue any other remedies available to us under Section 16 or applicable law.

You acknowledge that Sections 14(A) and 14(B) are reasonable in scope and duration, necessary to protect our brand and Confidential Information, and do not prevent you from earning a living. If a court finds any part of this Section unenforceable, it may modify the scope or terms as needed to enforce it.

We may, at our discretion, reduce or clarify the scope of this restriction at any time by providing written notice to you.

Any violation of this Section is a material breach. You agree that we may bring any legal action in court to enforce this Section, including seeking injunctive relief, damages, and other equitable remedies, and that the arbitration provisions in this Agreement do not apply to such enforcement.

C. Injunctive Relief. You agree that monetary damages alone would be insufficient to compensate us for any actual or threatened violation of the covenants in this Section 14, and that injunctive relief is essential to protect our legitimate business interests. Therefore, in the event of any such violation or threat, we are entitled to seek and obtain immediate injunctive relief from a court of competent jurisdiction, without the need to post bond or other security, in addition to any other remedies available to us at law or in equity.

You agree that we may seek such relief directly in court, and that the arbitration provisions in this Agreement do not apply to our enforcement of this Section.

The restrictions in this Section 14 will survive the termination or expiration of this Agreement. You will reimburse us for all costs and expenses we reasonably incur in enforcing this Section, including attorneys' fees, court costs, investigative costs, expert witness fees, and travel or lodging expenses.

D. Non-Disparagement. You agree that, during the Term and at all times thereafter, you will not, directly or indirectly, publicly or privately, orally or in writing (including through the Intranet, social media, emails, texts, forums, or group chats), denigrate, defame, or disparage:

(i) us;
(ii) the WIN Home Inspection System;
(iii) any of our or our affiliates' franchisees, clients, referral sources, suppliers, vendors, employees, or contractors; or
(iv) any of our or their respective officers, directors, managers, shareholders, agents, or representatives.

This restriction applies across all platforms, whether WIN-controlled or independent. You also agree not to encourage, assist, or incite others to engage in such conduct, whether through your own actions or in coordination with third parties.

If there is any legal claim, dispute, or proceeding relating to this Agreement, you agree not to disclose the existence, terms, or outcome of such matters to any third party other than your legal, financial, or tax advisors, unless legally required to do so.

Any violation of this Section will be considered a material breach. In addition to our rights under Section 16, we may seek injunctive relief, early termination of this Agreement, denial of renewal, denial of transfer approval, or any other remedies available at law or in equity.

The arbitration provisions in this Agreement do not apply to our enforcement of this Section. We may seek injunctive relief, damages, or other legal remedies directly in a court of competent jurisdiction.

E. Non-Solicitation. You agree that, during the Term and the Restricted Period, you will not, directly or indirectly:

a) solicit, interfere with, subvert, disrupt, or alter the contractual or business relationship between us and any current or prospective WIN franchisee, customer, contractor, vendor, or supplier;
b) solicit, interfere with, subvert, disrupt, or alter the contractual or business relationship between any WIN franchisee and any of their customers, contractors, vendors, or suppliers; or
c) divert, attempt to divert, or assist in the diversion of any business relating to Approved Products or Services (regardless of whether your WIN Business offered such services) from us, our affiliates, or any WIN franchisee.

This restriction includes communications, messages, or postings on private or public channels (including social media, forums, or messaging platforms) intended to interfere with or weaken any business relationships within the WIN System.

Any violation of this Section will be deemed a material breach of this Agreement. We may seek injunctive relief, damages, early termination, denial of renewal or transfer, or any other remedies available under Section 16 or applicable law. The arbitration provisions in this Agreement do not apply to our enforcement of this Section. We may pursue enforcement through court proceedings in any court of competent jurisdiction.

15. ASSIGNMENT

A. By Us. We may transfer or assign this Agreement, in whole or in part, and/or any or all of our rights or obligations under this Agreement, to any person or entity, at any time, without prior notice to you and without your consent. You expressly waive any right to object to or condition such transfer. We will remain liable for the performance of our obligations up to the effective date of such transfer. This Agreement will be binding upon and will inure to the benefit of our successors and assigns. Any such transfer shall not relieve you of your obligations under this Agreement unless we expressly agree in writing.

B. Your Assignment to a Corporation or Limited Liability Company. If you are an individual, you must assign this Agreement, within sixty (60) days from the Effective Date, to a corporation, limited liability company, or other legal entity that you own and control and that we approve. This assignment is a condition of opening your WIN Business. You must obtain our prior written consent for the assignment. We will not unreasonably withhold our consent to an assignment to an entity you own and control, provided the following conditions are met:

a) The entity must not engage in any business other than your WIN Business;
b) The ownership and management of the entity must remain substantially unchanged from those of the individual assigning the Agreement;
c) The Designated Owner must actively manage your WIN Business in accordance with this Agreement;
d) You and all Principal Owners of the entity must execute the Guaranty and Assumption Agreement attached as Exhibit D;
e) You must provide us with no less than ten (10) days' prior written notice of the proposed assignment;
f) You must submit a certified copy of the entity's articles of incorporation, operating agreement or similar documents, and a complete list of all shareholders, members, or owners with a beneficial interest, showing their respective ownership percentages;
g) The entity's organizational documents and ownership certificates must include a legend, in a form we approve, referencing the assignment and transfer restrictions in this Agreement, including the requirement to obtain our prior written consent for any ownership change.

If you do not complete the required assignment within sixty (60) days of the Effective Date, we may immediately terminate this Agreement. Upon our reasonable request at any time, you must provide a certified copy of the entity's formation documents and an updated list, in a format we require, of all record and beneficial owners of any entity that owns your WIN Business.

C. Your Assignment or Sale of Substantially All of Your Assets. You acknowledge that we are entering into this Agreement in reliance on the character, judgment, business aptitude, integrity, and financial condition of you and your Principal Owners. Accordingly, neither you nor your Principal Owners may, directly or indirectly, transfer (voluntarily or involuntarily), assign, or otherwise dispose of, in whole or in part and in one or more transactions, your WIN Business, this Agreement, substantially all of the assets of your WIN Business, or any ownership interest in you, without our prior written consent. We will not unreasonably withhold our consent to such a transfer or assignment if all of the following conditions are met:

a) You are in full compliance with this Agreement and the Operations Manual, including payment of all amounts due to us and our affiliates and any obligations under Section 7;
b) You submit to us a transition plan for our review and approval, outlining your transition responsibilities to the transferee, that is approved by us;
c) We approve the proposed transferee and its Principal Owners in our sole discretion;
d) The transferee executes our then-current form of franchise agreement (which may differ materially from this Agreement), and all other documents we require;
e) *Intentionally left blank*;
f) If applicable, you obtain all necessary landlord consents for assignment or transfer of any lease(s) related to your WIN Business;
g) *Intentionally left blank*;
h) You or the transferee pay us a transfer fee of $7,500, plus the transferee pays the then-current Startup Launch Program Fee;
i) You and all Principal Owners execute a general release in our favor in a form we approve;
j) We approve the key terms of the proposed transfer or asset purchase agreement;
k) You and buyer(s) of your WIN Business enter into confidentiality, non-compete, non-solicitation, and non-disparagement agreements (as permitted by applicable law);
l) You assign or transfer to us exclusive access and control over all telephone numbers, email addresses, websites, domains, social media accounts, and other accounts used in connection with

your WIN Business, including but not limited to any platforms used for lead generation, scheduling, billing, reviews, or marketing;

m) You assign to us all intellectual property rights in and to any Improvements;

n) The transferee and its Principal Owners or Designated Owners satisfy all other pre-operational requirements, including insurance, licensing, and certifications; and

o) You procure and maintain, at your cost, a two-year extended "tail" errors and omissions policy covering your prior operations, naming us as an additional insured.

D. Your Death or Disability. If you (or any Principal Owner) die or become permanently disabled (meaning a physical or mental impairment that prevents continued operation or management of your WIN Business, as reasonably determined by us), the executor, administrator, or other personal representative, or the remaining Principal Owners, must appoint a competent and responsible individual (the "Successor Manager") to manage your WIN Business. The Successor Manager must be acceptable to us in our sole discretion and must complete all training and onboarding we require within ninety (90) days from the date of death or determination of permanent disability. If a Successor Manager is not appointed and approved within this 90-day period, we may, but are not obligated to, appoint a temporary manager to operate your WIN Business until an approved transferee assumes operations. Our appointment of a temporary manager does not relieve you (or your estate or Principal Owners) of any obligations under this Agreement. Our appointment of a temporary manager does not create an employment or fiduciary relationship between us and your WIN Business or its representatives. We will not be liable for any debts, liabilities, or losses incurred in connection with the continued operation of your WIN Business or to any third party, including creditors, vendors, or employees, while your WIN Business is managed by our appointed manager. Within four (4) months of the date of death or disability, the affected ownership interest must be assigned to a transferee approved by us. All such transfers (whether by will, intestacy, inheritance, or otherwise) will be subject to the conditions of Section 15(C), except we will not charge a transfer fee for such post-death or disability transfer. If no approved transfer is completed within this four-month period, we may terminate this Agreement upon written notice, without any further opportunity to cure.

E. Public or Private Offerings. Subject to Section 15(C) above, if you (or any of your Principal Owners) desire to raise or secure funds by the sale of securities (including common or preferred stock, bonds, debentures, or general or limited partnership interests) in you or any of your affiliates, you agree to submit to us any written information we request before its inclusion in any registration statement, prospectus, or similar offering circular or memorandum, and must obtain our written consent to the method of financing before any offering or sale of securities. If the offering will involve more than ten (10) direct or indirect investors, or any investor acquiring a 5% or greater ownership interest in you or your affiliates, you must obtain our prior written approval before proceeding. Our written consent will not imply or represent our approval respecting the method of financing, the offering literature submitted to us, or any other aspect of the offering.

The prospectus or other literature utilized in any offering must contain the following language in boldface type on the first textual page:

"NEITHER WORLD INSPECTION NETWORK INTERNATIONAL LLC NOR ANY OF ITS AFFILIATES IS DIRECTLY OR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED. NEITHER WORLD INSPECTION NETWORK INTERNATIONAL LLC NOR ANY OF ITS AFFILIATES ASSUMES ANY RESPONSIBILITY RESPECTING THIS OFFERING AND/OR THE ADEQUACY OR ACCURACY OF THE INFORMATION CONTAINED HEREIN. NEITHER WORLD INSPECTION NETWORK INTERNATIONAL LLC NOR ANY OF ITS AFFILIATES ENDORSES OR MAKES ANY RECOMMENDATION RESPECTING THE

INVESTMENT CONTEMPLATED BY THIS OFFERING. THE FRANCHISOR HAS NOT REVIEWED OR APPROVED THIS OFFERING."

F. Our Right of First Refusal. If you or your Principal Owners at any time during the Term desire to sell or assign, in whole or in part, this Agreement, the Franchise, your WIN Business, or all or substantially all of your assets, you or your Principal Owners must obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and must deliver a complete and unredacted copy of the offer to us, including all exhibits and related agreements. We will have the right, exercisable by written notice delivered to you or your Principal Owners within thirty (30) days of you notifying us of the complete offer package, to purchase the interest in your WIN Business or ownership interest for the price and on the same terms stated in the offer. We may substitute cash for any non-cash form of payment proposed in the offer, and will have a minimum of sixty (60) days from the date of our written election to prepare for closing.

If we do not exercise our right of first refusal, you or your Principal Owners may complete the sale to the proposed purchaser under the exact terms stated in the offer, provided all other conditions of this Section 15 are met. If the sale is not completed within one hundred eighty (180) days after delivery of the offer to us, or if there is any material change in the terms or parties to the sale, you must resubmit the modified offer to us, and we will again have the right of first refusal, following the same timeline and process. Our decision not to exercise this right in one instance will not waive our rights with respect to any future proposed transfers or sales. You may not structure the transaction to avoid this provision, including by selling assets or equity in tranches or through affiliated entities.

G. Guaranty. If you are an individual, you must sign the Guaranty and Assumption Agreement attached as Exhibit D to this Agreement. If you are an entity, all of your Principal Owners must sign the Guaranty and Assumption Agreement at the time of execution of this Agreement. Any person or entity that becomes a Principal Owner of you at any time during the Term—whether through transfer, assignment, inheritance, operation of law, or otherwise—must, as a condition of becoming a Principal Owner, sign and deliver the Guaranty and Assumption Agreement in the form we provide within five (5) business days of acquiring such interest, and prior to exercising any management authority, decision-making power, or voting rights.

The Guaranty and Assumption Agreement requires the signatory to unconditionally guarantee your obligations under this Agreement, and to be jointly and severally liable for all such obligations. We may withhold approval of any assignment, sale, or ownership change until the Guaranty and Assumption Agreement has been signed and delivered by all required parties. This requirement is in addition to, and not in lieu of, any other approvals or conditions in Section 15 or elsewhere in this Agreement.

16. OUR TERMINATION RIGHTS

A. Automatic Termination. This Agreement will terminate immediately and automatically, without notice or an opportunity to cure, upon the occurrence of any of the following events:

(1) Voluntary Bankruptcy. You make an assignment for the benefit of creditors; file a voluntary petition in bankruptcy; are adjudicated bankrupt or insolvent; file or consent to the filing of a petition seeking reorganization or relief under any federal or state bankruptcy or insolvency law; or consent to or fail to contest the appointment of a trustee, receiver, or similar officer for you or your WIN Business.

(2) Involuntary Bankruptcy. A proceeding is commenced against you seeking bankruptcy, reorganization, or relief under any federal or state insolvency law, and the proceeding is not

dismissed within sixty (60) days; or a trustee, receiver, or similar officer is appointed without your consent and is not removed or vacated within sixty (60) days.

(3) Dissolution. You are a corporation, limited liability company, partnership, or other legal entity, and any action is taken to dissolve, liquidate, or wind up the entity.

B. Termination Upon Notice. We may terminate this Agreement upon written notice to you, without providing an opportunity to cure, if you commit any of the following non-curable defaults. These rights are in addition to those listed in Section 16(A).

Financial Misconduct and Revenue Diversion

(1) You underreport Gross Revenue by more than two percent (2%) for any month.

(2) Any two (2) audits or examinations within a thirty-six (36) month period reveal a Gross Revenue understatement of two percent (2%) or more.

(3) You knowingly submit false or misleading reports, financials, or data.

(4) You maintain or provide false, misleading, or concealed records.

(5) You misrepresent information in your franchise application, renewal, or other required documentation.

(6) You accept customer payments through payment methods not expressly designated and approved by us in writing.

(7) You divert or fail to disclose Gross Revenue or customers through a related party, affiliate, subcontractor, or third party.

(8) You offer or fulfill any services substantially similar to Approved Products and Services through a brand, entity, or trade name other than your WIN Business.

(9) You fail to use or maintain a designated business bank account for all customer payments and EFT fee withdrawals.

(10) You do not provide full access to required financial systems (e.g., QuickBooks Online) within ten (10) calendar days of written notice.

System Compliance and Brand Integrity

(11) You fail to provide us with administrator or owner or equivalent highest level access to a WIN Profile within five (5) days of creation, or revoke our access.

(12) You operate, directly or indirectly, a competing business during the Term.

(13) You offer services similar to Approved Products and Services under a different brand or trade name without our approval.

(14) In our reasonable judgment, you materially harm the goodwill of the WIN Marks or the WIN Home Inspection System.

(15) You misuse the Marks.

(16) You disclose Confidential Information in violation of this Agreement.

Operational and Administrative Breaches

(17) You fail to open your WIN Business within the required time under Section 5(A).

(18) You or your Designated Owner fail to complete our Training Program or a subsequent training program.

(19) You use an unapproved subcontractor or fail to provide required proof of subcontractor insurance.

(20) You default under your promissory note between you and us.

(21) You provide services without having a fully signed and executed services agreement with any client.

(22) You fail to assign this Agreement to an approved entity within 60 days (if you are an individual).

(23) The Designated Owner fails to oversee the WIN Business operations on an exclusive and full-time basis unless agreed upon otherwise in writing.

(24) Your WIN Business is cited for inspection or health code violations, or is deemed a public safety risk.

(25) You abandon your WIN Business (30 consecutive days or 60 days in any 12-month period without our consent).

Repeated Noncompliance and Communication Failures

(26) You receive three (3) cure notices in any twelve (12) month period.

(27) You fail to respond to three (3) or more times to our inquiries or questions within ten (10) calendar days of each such inquiry, including failures to complete surveys or provide requested feedback during any twelve (12) month period.

Legal Violations and Licensing Failures

(28) You or any Principal Owner plead no contest to or are convicted of a felony, crime of moral turpitude, or are subject to governmental action that we reasonably believe harms the WIN brand.

(29) You fail to operate in compliance with federal, state, or local laws.

(30) You fail to obtain or maintain licenses, permits, or certifications as required.

(31) You fail to maintain required insurance or provide evidence as outlined in Section 10(G) or the Operations Manual.

(32) You violate applicable anti-terrorism laws.

(33) You engage in any act or omission that constitutes a non-curable material breach by its nature.

Failure to Provide Records or Pay Amounts Due

(34) You fail to pay us or our affiliates any amounts due under this Agreement within ten (10) business days of our written request.

(35) You fail to provide complete, verifiable, and organized business or financial records in electronic format within ten (10) business days of our written request. In such case, we may, in our reasonable discretion, estimate your Gross Revenue using available data, historical trends, industry benchmarks, or comparable franchisee performance. You agree to be bound by our estimate unless you provide full documentation within the original deadline. All applicable fees, penalties, and interest will be based on our estimate and will be due immediately.

Our decision not to enforce a provision in this Section 16(B) on any occasion will not constitute a waiver of our rights at any time in the future. You may not rely on our actions or decisions with respect to other franchisees as a defense to your own non-compliance, nor may you assert that our decision not to enforce

a provision against you or others constitutes a waiver of our rights. Our rights and remedies under this Agreement are cumulative and may be exercised at any time, in any combination, and without obligation to take the same or similar actions in other cases.

C. Termination upon Notice and 30 Days' Notice to Cure. Except for the non-curable defaults set forth in Sections 16(A) and 16(B), we may terminate this Agreement upon written notice to you if:

(1) You breach or violate any covenant, obligation, term, condition, representation, warranty, certification, or requirement under:

a) this Agreement,
b) the Operations Manual,
c) any addendum or ancillary agreement between you and us (or our affiliates), or
d) any agreement governing your use of any aspect of the WIN Home Inspection System; **and**

(2) You fail to cure such default(s) to our satisfaction within thirty (30) calendar days after we provide written notice of the default.

We are not obligated to provide multiple opportunities to cure recurring, repeated, or substantially similar defaults. If a default is of the same or similar nature to one you previously cured, or if it reflects a pattern of disregard for your obligations, we may treat it as a non-curable default and proceed under Section 16(B) without providing an additional opportunity to cure.

In addition to other remedies available to us, we may, at any time after providing notice of default under this Section, immediately suspend or restrict your access to all or part of the WIN Home Inspection System or any related infrastructure or Confidential Information. This includes, but is not limited to, our intranet, technology platforms, customer-facing websites, and online directory listings. We may also remove or modify any WIN Profile or related materials hosted or managed by us.

Any suspension or restriction of access does not waive our right to terminate this Agreement or to pursue other remedies, including injunctive relief or damages.

D. Applicable Law. If any provision of this Section 16 is found to be invalid, illegal, or unenforceable under applicable law, such provision will be deemed modified to the minimum extent necessary to comply with the law, and only to the extent of such inconsistency. All remaining provisions of this Section 16 will remain in full force and effect.

E. Rights and Remedies After Termination. Termination of this Agreement, whether by us or by you, and whether with or without cause, does not affect any rights or obligations accrued prior to the effective date of termination. Without limiting the generality of the foregoing, termination will not affect the following:

(1) Payment Obligations. You remain obligated to pay all Royalty Fees, System Brand Fees, Technology Fees, transfer fees, interest, penalties, and any other amounts due or accruing prior to, or as a result of, termination. You will also remain liable for amounts we are entitled to recover under this Agreement, including but not limited to unpaid royalties based on underreported revenue, and damages resulting from breaches of Section 14 or diversion of revenue through affiliates, third parties, or related entities.
(2) Estimated Gross Revenue. If you fail to provide accurate, verifiable, and complete financial records, or revoke or hinder our access to such records or systems, we may estimate your Gross

Revenue based on available data, including historical performance, comparable franchisee benchmarks, or other reliable indicators. Such estimate will be conclusive and binding unless you provide the required records within ten (10) business days of our request. All resulting fees, interest, and penalties will become immediately due and payable.

(3) Enforcement and Legal Remedies. We retain the right to seek injunctive relief, initiate legal proceedings in court, and pursue all other remedies available at law or in equity for violations of Section 14 or any other provision that survives termination. The arbitration provisions of this Agreement do not apply to enforcement actions brought by us under this Section 16 or Sections 14 or 18, and we may pursue such matters through court proceedings in any court of competent jurisdiction.

(4) Survival of Obligations. All provisions of this Agreement that by their nature are intended to survive termination—including, without limitation, Sections 4 (Fees), 10 (Operation of Your WIN Business), 12 (Records and Reports), 13 (Inspection and Audits), 14 (Covenants), 16 (Our Termination Rights), and 17 (Post-Term Obligations)—shall remain in full force and effect following termination or expiration.

(5) No Compensation or Buyout. You are not entitled to any reimbursement, compensation, buyout, or payment of any kind upon termination or expiration. We are under no obligation to purchase any of your assets, inventory, or property unless we expressly exercise a purchase option under Section 17(C).

(6) Reservation of Rights. Our decision not to enforce or delay enforcement of any right or remedy will not constitute a waiver of such right or remedy. All remedies under this Agreement are cumulative and may be exercised in any order or combination.

17. YOUR OBLIGATIONS UPON TERMINATION

A. Post-Term Duties. If this Agreement expires or is terminated for any reason, you and your Principal Owners must, without delay and without need for further notice:

(1) Cease Operations and Use of Marks. Immediately cease operating your WIN Business and discontinue all use of the Marks, any confusingly similar marks, and any materials (including signage, career wear, email addresses, marketing, invoices, and voicemail greetings) that identify or suggest affiliation with WIN. You must remove all vehicle wraps and decals, and delete all online references, listings, and profiles (subject to item 8 below regarding account transfer).

(2) No Further Affiliation. Immediately stop representing yourself or your WIN Business as being in any way affiliated with us, the WIN Home Inspection System, or the Marks.

(3) Cease Use of Systems and Information. Immediately cease using and permanently discontinue access to the WIN Home Inspection System, WINnovation Platform, and all Confidential Information, Data, and Records provided under or related to this Agreement.

(4) System Preservation and Transition. Fully preserve and stop using all software, platforms, credentials, and digital services we provided, authorized, or approved for your WIN Business. You must transfer all login credentials and administrative access to us or to a party we designate and confirm in writing that you have done so. You must not delete, disable, or modify any systems or accounts without our prior written consent.

(5) Data and Record Transfer. Preserve, without alteration or deletion, all customer, referral source, report, and performance data, as well as Records, dashboards, review data, and other

analytics related to your WIN Business. You must transfer all such Data and Records to us in a complete, usable, and searchable electronic format within five (5) days of our request. Destruction or modification of such records is strictly prohibited.

(6) Assignment of Improvements. Assign to us all intellectual property rights in and to any Improvements made during the Term, as further described in Section 8.

(7) Telephone Numbers and Directory Listings. Assign or transfer to us (or to a party we designate) all telephone numbers, directory listings, and similar contact channels used in your WIN Business. You appoint us as your attorney-in-fact to carry out such transfers.

(8) Digital Assets and Online Profiles. Assign and transfer to us full ownership and administrative control of all digital and online assets related to the WIN Business, including but not limited to domain names, websites, email addresses, review platform accounts, ad accounts, and all WIN-related social media pages or handles, and other digital presence you may have used in connection with your WIN Business. You irrevocably appoint us as your attorney-in-fact to perform all acts necessary to effectuate such transfers. You must not lock, disable, delete, or impair our access in any way.

(9) Final Payment. Within five (5) days of termination, pay all amounts owed to us or our affiliates, including Royalty Fees, System Brand Fees, Infrastructure Fees, interest, penalties, and any unpaid minimums described in Section 4.

(10) Business Name Filings. Cancel, within five (5) days, any fictitious, assumed, or registered business names related to the WIN Business or the Marks and provide us with proof of cancellation upon request.

(11) Records Retention. Retain all financial and business records related to your WIN Business for a period of at least six (6) years after termination, and provide organized, electronic copies upon request.

(12) Tail Insurance. Obtain and maintain, at your sole expense, a two-year "tail" errors and omissions liability policy, naming us as an additional insured. Submit proof within five (5) days of termination.

(13) Compliance with Surviving Obligations. Fully comply with all continuing obligations under this Agreement, including Section 14(B) (non-compete), confidentiality provisions, indemnification, data access, and other post-termination duties. You must also comply with any additional written requests we make in good faith to facilitate a smooth transition.

B. Termination of Rights to Use Marks; Removal Obligations; Post-Term Cooperation. Upon expiration or termination of this Agreement for any reason:

(1) Immediate Cessation of Use. You and each Principal Owner must immediately cease all use of the Marks, the WIN Home Inspection System, and any related materials, branding, assets, trade dress, templates, or resources associated with WIN, including but not limited to "WIN," "WIN Home Inspection," "WINnovation," and "WINspect." This obligation applies to all uses, including on websites, social media, digital directories, marketing materials, uniforms, business cards, email addresses, phone systems, domain names, signage, and vehicles.

(2) Removal and Deactivation. Within five (5) business days of expiration or termination, you must remove all references to WIN and the Marks from all physical and digital platforms and media. If you fail to do so, we may, without further notice, take direct action to remove, delist, or modify such references by accessing third-party accounts, listings, or platforms (including social media or search engines). You waive any claims of trespass, interference, or liability against us for such actions. You must reimburse us for all reasonable costs we incur in connection with these actions, including vendor fees and internal personnel time.

(3) Ownership and Access to Digital Assets. You must, upon our request, promptly transfer to us (or to our designee) all ownership rights, access credentials, and administrative control over any digital or online accounts—including, but not limited to, Google Business Profiles, Facebook pages, Instagram handles, Yelp, LinkedIn, phone numbers, URLs, or email addresses—that contain, reference, or were used to promote or operate your WIN Business. No compensation will be owed for such transfers.

(4) No Further Association. Without our prior written consent, neither you nor your Principal Owners may hold yourselves out, publicly or privately, as current or former WIN franchisees, or otherwise imply any ongoing affiliation with WIN. The only exception is for factual disclosures of prior business experience in resumes, biographies, or lending applications.

(5) Continuing Cooperation. Following termination, you and each Principal Owner agree to provide reasonable and timely cooperation at no cost to us in connection with any legal, regulatory, contractual, or system-related matters involving your former WIN Business. This includes responding to requests, participating in litigation or investigations, assisting with audits or acquisition due diligence, executing documents, and providing access to relevant records or personnel. Failure to cooperate will be deemed a post-termination breach of this Agreement.

C. Our Option To Purchase WIN Business. If this Agreement is terminated or expires for any reason, you will have no right to receive any compensation from us, and we will have no obligation to purchase any assets from you, compensate you for goodwill, or make any payments of any kind, unless we specifically elect to exercise our option within sixty (60) days after the effective date of expiration or termination to purchase as set forth in this Section. If we choose to exercise this option, we (or our designee) shall have the right, but not the obligation, to purchase from you all tangible and intangible assets used in or relating to your WIN Business

Assignment of Option. We may assign this purchase option, in whole or in part, to any third party without your consent and independently of any other rights or provisions in this Agreement.

Determination of Purchase Price. The purchase price for the Purchased Assets shall be the *book value* of such assets as of the date of expiration or termination, determined in accordance with generally accepted accounting principles (GAAP); provided, however:

a) We may exclude from the valuation any assets not compliant with System standards or this Agreement.
b) The purchase price shall not include any amount for goodwill, going concern value, or the value of any intangible rights associated with the Marks, Confidential Information, the WIN Home Inspection System, or any System-related Resources.

Appraisal. If the parties cannot agree on the value of the Purchased Assets within a reasonable period (not to exceed thirty (30) days after our exercise of the option), we may, at our sole discretion, select an

independent appraiser to determine the fair market value, whose determination shall be final and binding. The costs of such appraisal will be shared equally between you and us.

Closing. The closing shall occur within sixty (60) days after the final determination of the purchase price. At closing, you must:

a) Deliver to us or our designee good and merchantable title to the Purchased Assets, free and clear of all liens, encumbrances, and liabilities;
b) Execute and deliver all documentation reasonably required to transfer ownership and allow for uninterrupted operation of the WIN Business;
c) Cooperate with transition efforts to ensure continuity of service and brand integrity.

Right to Offset. We may offset any amounts you owe to us or our affiliates (whether liquidated or unliquidated) against the purchase price payable for the Purchased Assets.

Interim Operations. If we exercise our option to purchase, we may, during the period between the notice and closing, appoint a temporary manager or representative to maintain business continuity and safeguard the goodwill and reputation of the WIN brand. You agree to fully cooperate with any such transition.

D. Continuing Obligations. The expiration, non-renewal, or termination of this Agreement for any reason will not affect those provisions that expressly, or by their nature, are intended to survive. All such provisions will remain in full force and effect and shall be fully enforceable notwithstanding the expiration or termination of this Agreement.

Surviving provisions include, without limitation:

- Section 7 – Ownership and Use of Intellectual Property and Marks
- Section 8 – Confidentiality and Non-Disclosure
- Section 9 – Indemnification Obligations
- Section 12 – Records and Reports
- Section 13 – Inspection and Audits
- Section 14 – Post-Termination Covenants (Non-Competition, Non-Solicitation, Non-Disparagement)
- Sections 16 and 17 – Estimation of Gross Revenue, Recovery of Unpaid Fees or Damages, Cooperation, Removal of Marks and Materials, Transfer of Digital Assets
- Sections 18 and 19 – Dispute Resolution, Injunctive Relief, Governing Law, Limitation of Liability

You and each Principal Owner expressly acknowledge that these obligations are material, continuing, and enforceable. You agree to fully comply with each surviving obligation following the termination or expiration of this Agreement. Our rights to enforce these provisions are cumulative and do not limit any other rights or remedies available at law or in equity.

18. ARBITRATION

A. Scope. Except as otherwise provided in Sections 14, 16, 17, 19(A), and elsewhere in this Agreement, any and all disputes, claims, or controversies between you and us arising out of or relating to this Agreement, your WIN Business, or our relationship—whether based in contract, tort, statute, fraud, or any other legal or equitable theory—shall be resolved exclusively by binding arbitration in accordance with

the Federal Arbitration Act, and conducted on an individual (non-class) basis in or nearest to our then-current headquarters (currently Cook County, Illinois).

Notwithstanding the above, you acknowledge and agree that we may initiate court proceedings—without first initiating or participating in arbitration—to seek injunctive relief, equitable remedies, or other judicial enforcement in connection with any of the following carve-outs (collectively, the "Carve-outs"):

(1) Enforcement of post-termination obligations (including those in Sections 14, 16, and 17) or any actual or threatened violation of those provisions;
(2) Unauthorized competition, solicitation, or operation of a competing business, whether during or after the Term;
(3) Misuse, misappropriation, or threatened infringement of our Marks, Confidential Information, or other intellectual property (including under Sections 7 and 8);
(4) Refusal or failure to provide Records, Data, or systems access as required under Sections 12 and 13;
(5) Underreporting of revenue, diversion of business or customers, or other forms of financial misconduct;
(6) Any other material breach for which prompt judicial relief is reasonably necessary to prevent harm to our intellectual property, brand, confidential information, or franchise system operations.

You acknowledge that court proceedings initiated under the Carve-outs are not subject to arbitration. We may initiate court proceedings for such Carve-outs based on a good faith belief that immediate judicial relief is warranted, without first demonstrating actual harm or a completed violation. You waive any objection to venue or jurisdiction for these proceedings, which may be brought in any court of competent jurisdiction located in or nearest to our then-current headquarters (currently Cook County, Illinois). This Section survives the expiration or termination of this Agreement.

B. Procedure. Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except where those rules conflict with the express terms of this Section 18 or with the Federal Arbitration Act. The arbitration shall be administered by the AAA, and the arbitrator must have no fewer than five (5) years of experience in franchise law. The arbitration shall take place in or nearest to our then-current headquarters (currently Cook County, Illinois).

You and we will each pay 50% of the arbitrator's fees, unless otherwise determined by the arbitrator. The party initiating arbitration will be responsible for paying the filing fee and any other administrative fees charged by the AAA at the time of filing. The AAA will provide a list of ten (10) qualified arbitrators, and both parties will submit rankings and strike any unacceptable candidates. The AAA will then appoint the highest-ranked individual not struck by either party.

The arbitrator may award specific performance and other equitable remedies, but may not, under any circumstances:

a) Interfere with, stay, delay, or reverse any termination of this Agreement initiated by us;
b) Assess punitive, exemplary, special, or consequential damages;
c) Modify, extend, or suspend any lawful provision of this Agreement or any business standards established by us.

The non-prevailing party, as determined by the arbitrator, shall pay the prevailing party's reasonable attorneys' fees, arbitration fees, and related costs. The arbitrator's award shall be final and binding and may be enforced by a court of competent jurisdiction located in or nearest to our then-current headquarters

(currently Cook County, Illinois). Both parties expressly consent to the jurisdiction and venue of such courts for purposes of confirming or enforcing the arbitration award, or for any court action permitted under Section 18(A).

The outcome of the arbitration will only apply to the specific dispute between you and us. It cannot be used against, or relied upon by, any other person or party not involved in that arbitration.

This Section shall survive the expiration, termination, or non-renewal of this Agreement. Both parties must continue to perform their respective obligations under this Agreement while any arbitration is pending.

C. Third-Party Limitations and Cost Shifting. You may not seek relief, including damages or other remedies, against any person or entity other than us or our successors or assigns in any arbitration or litigation arising out of or relating to this Agreement or our business relationship. You agree not to name, join, or pursue claims against our affiliates, shareholders, directors, officers, employees, agents, or representatives. Each of the foregoing is an intended third-party beneficiary of this provision, solely for purposes of protection from liability. If you violate this restriction, you must reimburse us for all costs and expenses incurred as a result, including arbitration fees, court costs, attorneys' fees, and related expenses.

D. Improper Litigation Defaults. Except as expressly permitted in this Agreement, including Section 18(A), you or we will be in default of this Agreement if either party:

a) initiates a legal proceeding in court before completing the arbitration process; or
b) files or pursues litigation in any forum that is not authorized under this Agreement.

The defaulting party must reimburse the other party for all expenses incurred in enforcing this provision, including filing fees, court costs, attorneys' fees, and travel expenses.

For clarity, this Section does not limit or affect our right to initiate court proceedings for injunctive relief, equitable remedies, or other judicial enforcement in connection with the Carve-outs set forth in Section 18(A). Arbitration is not a prerequisite to our right to pursue court proceedings under the Carve-outs.

E. Improper Damage Claims and Abuse of Process. You may not seek, and we shall not be liable for, any special, incidental, consequential, punitive, or multiple damages, or any damages exceeding the limitations in Section 19(F). If either party violates this limitation, the defaulting party must withdraw or amend the claim and reimburse the other party's costs (including attorneys' fees). Abuse of this process shall be deemed a material breach of this Agreement.

F. Statutes of Limitations. All applicable statutes of limitations and legal deadlines will apply to any arbitration under this Agreement. If Section 19(C) imposes a shorter period for a specific claim, that period will apply to the extent permitted by law.

19. ENFORCEMENT

A. Injunctive Relief. You acknowledge that any actual or threatened breach of this Agreement — including, without limitation, violations of post-termination obligations (Section 17), non-compete or non-solicitation restrictions (Section 14), confidentiality provisions (Section 8), intellectual property rights (Sections 7 and 8), or obligations to provide Records or Data (Sections 12 and 13) — will cause immediate and irreparable harm to us, the WIN brand, and other WIN franchisees.

To prevent or address such harm, we may seek injunctive relief, specific performance, or other equitable remedies in court, without first initiating arbitration, without posting a bond, and without proving actual damages. If we pursue and obtain such relief, you agree to reimburse our reasonable attorneys' fees, expert witness fees, and other enforcement costs.

B. Attorneys' Fees. In any legal or arbitration proceeding brought to enforce this Agreement or to restrain or remedy a violation of its terms, the prevailing party, as determined by the court or arbitrator, will be entitled to recover all reasonable costs and expenses incurred in connection with the proceeding. These costs include, without limitation, attorneys' fees, expert witness fees, court or arbitration costs, and expenses related to any appeal. For clarity, this Section does not limit any additional cost-shifting rights we may have under Section 14, Section 18(C), or elsewhere in this Agreement.

C. Limitation of Claims. No claim arising out of or related to this Agreement may be initiated more than one (1) year after the date of its expiration, termination, or transfer, except as expressly provided below. This limitation does not apply to:

(i) claims arising under the indemnification or insurance provisions in Sections 9(C) and 10(G);
(ii) claims involving non-compete, non-solicitation, or confidentiality obligations (including under Sections 8 and 14), acts or omissions that would justify termination under Section 16, or failure to pay fees owed to us; or
(iii) claims relating to post-termination obligations under Section 17 or any other provision of this Agreement that expressly survives termination.

This Section does not extend or override any shorter statute of limitations period under applicable law.

D. Venue. Except as expressly provided in Section 14(C) (Injunctive Relief), Section 16(E) (Post-Termination Remedies), Section 17 (Post-Termination Obligations), Section 18 (Arbitration), or Section 19(A) (Enforcement – Injunctive Relief), any legal action, suit, or proceeding arising out of or relating to this Agreement must be brought exclusively in the state or federal courts located in Cook County, Illinois, or—if we relocate our headquarters—in the county where our principal corporate headquarters is then located. You and we irrevocably consent to the personal jurisdiction of such courts and waive any objection to venue, jurisdiction, or forum non conveniens. This Section survives the expiration, termination, or transfer of this Agreement.

E. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Nothing in this Agreement limits our rights under federal trademark laws or either party's rights under the Federal Arbitration Act as they relate to Section 18 (Arbitration).

You and we further agree that no state franchise law, rule, or regulation—including any governing the offer or sale of franchises or the franchise relationship—will apply unless its specific jurisdictional requirements are independently and clearly met. To the fullest extent permitted by law, you waive any rights, defenses, or protections under such state franchise laws.

F. MUTUAL WAIVER OF PUNITIVE DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND WE EACH WAIVE THE RIGHT TO SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES IN ANY DISPUTE BETWEEN US. IN SUCH CASES, RECOVERY WILL BE LIMITED TO ACTUAL DAMAGES PROVEN. HOWEVER, THIS WAIVER DOES NOT APPLY TO ANY CLAIM WE BRING FOR WILLFUL TRADEMARK INFRINGEMENT,

IN WHICH CASE WE MAY SEEK AND RECOVER MULTIPLE OR STATUTORY DAMAGES AS AUTHORIZED BY APPLICABLE LAW.

G. MUTUAL WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND WE IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN LAW OR EQUITY, REGARDLESS OF THE LEGAL THEORY ASSERTED OR THE NUMBER OF PARTIES INVOLVED.

H. MUTUAL WAIVER OF CLASS OR COLLECTIVE ACTIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND WE EACH WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN YOU AND US (OR OUR AFFILIATES) MUST BE RESOLVED ON AN INDIVIDUAL BASIS, WHETHER IN COURT OR ARBITRATION.

YOU AND WE AGREE THAT:

(I) NO PROCEEDING MAY BE CONDUCTED ON A CLASS-WIDE OR COLLECTIVE BASIS;
(II) NO CLAIMS MAY BE CONSOLIDATED WITH ANY CLAIMS BROUGHT BY OTHERS;
(III) NO CLAIMS MAY BE BROUGHT JOINTLY WITH THOSE OF ANY UNAFFILIATED THIRD PARTY; AND
(IV) NO CLAIM MAY BE BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION, PRIVATE ATTORNEY GENERAL, OR AGENCY.

I. SEVERABILITY. IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE IN ANY CONTEXT, YOU AND WE AGREE THAT:

(1) A COURT OR ARBITRATOR MAY MODIFY THE PROVISION TO THE MINIMUM EXTENT NECESSARY TO MAKE IT ENFORCEABLE UNDER APPLICABLE LAW, AND IF MODIFICATION IS NOT PERMITTED, THE PROVISION WILL BE DISREGARDED FOR THAT SPECIFIC CONTEXT;
(2) THE REMAINDER OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT AS WRITTEN; AND
(3) ANY PROVISION DEEMED UNENFORCEABLE IN A SPECIFIC CONTEXT WILL REMAIN ENFORCEABLE IN ALL OTHER CIRCUMSTANCES WHERE IT IS VALID.

IF THE LAW IN A PARTICULAR JURISDICTION REQUIRES MORE ADVANCE NOTICE, A LONGER CURE PERIOD, OR ANY ADDITIONAL STEPS FOR TERMINATION, NON-RENEWAL, OR ENFORCEMENT, THEN SUCH ADDITIONAL REQUIREMENTS WILL APPLY BUT ONLY TO THE EXTENT REQUIRED BY THAT LAW, AND ONLY IN THAT JURISDICTION.

SUCH COMPLIANCE WILL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT IN ANY OTHER RESPECT OR LOCATION.

J. WAIVER OF OBLIGATIONS. NO DELAY, OMISSION, OR FAILURE BY EITHER YOU OR US TO EXERCISE ANY RIGHT OR REMEDY UNDER THIS AGREEMENT WILL BE DEEMED A WAIVER OF THAT RIGHT OR REMEDY OR OF ANY PRIOR, CONCURRENT, OR SUBSEQUENT BREACH OR DEFAULT.

NO WAIVER OF ANY BREACH OR DEFAULT WILL BE EFFECTIVE UNLESS EXPRESSLY SET FORTH IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY GRANTING THE WAIVER.

NO WAIVER WILL BE DEEMED A WAIVER OF ANY OTHER OR SUBSEQUENT BREACH, EVEN IF SIMILAR IN NATURE.

K. RIGHTS OF PARTIES ARE CUMULATIVE. ALL RIGHTS AND REMEDIES AVAILABLE TO YOU OR US UNDER THIS AGREEMENT, AT LAW, OR IN EQUITY ARE CUMULATIVE. THE EXERCISE OR ENFORCEMENT OF ANY ONE RIGHT OR REMEDY DOES NOT LIMIT THE RIGHT TO EXERCISE OR ENFORCE ANY OTHER RIGHT OR REMEDY, WHETHER ARISING UNDER THIS AGREEMENT, AT LAW, OR IN EQUITY.

L. BINDING EFFECT; MODIFICATION. THIS AGREEMENT IS BINDING UPON YOU AND US AND OUR RESPECTIVE SUCCESSORS, ASSIGNS, EXECUTORS, ADMINISTRATORS, AND HEIRS.

THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH YOU AND US.

WE MAY REVISE THE CONTENTS OF THE OPERATIONS MANUAL, AND YOU EXPRESSLY AGREE TO COMPLY WITH ANY NEW OR CHANGED REQUIREMENTS.

NO PRIOR OR SUBSEQUENT COURSE OF DEALING, ORAL STATEMENT, OR IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING MAY BE USED TO MODIFY, EXPLAIN, OR CONTRADICT THE EXPRESS TERMS OF THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THIS AGREEMENT DOES NOT CONFER ANY RIGHTS OR REMEDIES ON ANY THIRD PARTY OR LEGAL ENTITY NOT A PARTY TO THIS AGREEMENT, EXCEPT WHERE THIS AGREEMENT EXPLICITLY CONFERS RIGHTS ON THIRD PARTIES (SUCH AS INDEMNIFIED PARTIES UNDER SECTION 9 OR AFFILIATES UNDER SECTION 18).

M. SURVIVAL. ALL OBLIGATIONS OF YOU AND YOUR PRINCIPAL OWNERS THAT EXPRESSLY SURVIVE, OR THAT BY THEIR NATURE SHOULD SURVIVE, THE EXPIRATION OR TERMINATION OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT UNTIL THEY ARE FULLY PERFORMED OR EXPIRE BY THEIR TERMS. TERMINATION OR EXPIRATION OF THIS AGREEMENT DOES NOT RELEASE YOU OR YOUR PRINCIPAL OWNERS FROM ANY OUTSTANDING DUTIES, LIABILITIES, OR OBLIGATIONS THAT AROSE PRIOR TO OR SURVIVE SUCH TERMINATION.

N. INTERPRETATION OF RIGHTS AND OBLIGATIONS. THE FOLLOWING PROVISIONS GOVERN HOW THIS AGREEMENT WILL BE INTERPRETED, INCLUDING THE RIGHTS AND RESPONSIBILITIES OF YOU AND US:

(1) OUR RIGHTS. WHENEVER THIS AGREEMENT STATES THAT WE HAVE A RIGHT OR DISCRETION TO TAKE OR WITHHOLD ACTION, THAT RIGHT IS ABSOLUTE. OUR EXERCISE OF THAT RIGHT WILL NOT BE SUBJECT TO REVIEW OR LIMITATION.

(2) OUR REASONABLE BUSINESS JUDGMENT. IF THIS AGREEMENT STATES THAT WE MUST ACT REASONABLY OR IN GOOD FAITH, OR THAT WE HAVE DISCRETION, THEN WE WILL BE DEEMED TO HAVE SATISFIED THAT STANDARD IF WE EXERCISE

OUR REASONABLE BUSINESS JUDGMENT. OUR DECISIONS WILL BE DEEMED REASONABLE IF THEY ARE INTENDED TO PROMOTE OR BENEFIT THE WIN HOME INSPECTION SYSTEM, EVEN IF THEY ALSO BENEFIT US INDIVIDUALLY OR IF OTHER REASONABLE ALTERNATIVES EXIST.

EXAMPLES INCLUDE ACTIONS THAT ENHANCE THE VALUE OF THE MARKS, IMPROVE CUSTOMER SERVICE OR SATISFACTION, INCREASE PRODUCT OR SERVICE QUALITY, PROMOTE UNIFORMITY, ENCOURAGE MODERNIZATION, OR STRENGTHEN THE COMPETITIVE POSITION OF THE SYSTEM.

O. FORCE MAJEURE. IF EITHER PARTY FAILS TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT DUE TO A CAUSE BEYOND ITS REASONABLE CONTROL AND WITHOUT ITS NEGLIGENCE OR WILLFUL MISCONDUCT, THAT FAILURE WILL NOT BE CONSIDERED A BREACH OF THIS AGREEMENT, PROVIDED THAT THE NON-PERFORMING PARTY USES REASONABLE BEST EFFORTS TO RESUME PERFORMANCE AS SOON AS PRACTICABLE UNDER THE CIRCUMSTANCES.

EVENTS THAT MAY CONSTITUTE FORCE MAJEURE INCLUDE, BUT ARE NOT LIMITED TO: STRIKES, EMBARGOES, NATURAL DISASTERS, ACTS OF GOD, WAR, TERRORISM, RIOTS, CIVIL COMMOTION, LABOR DISPUTES, PANDEMICS, EPIDEMICS, SUPPLY CHAIN FAILURES, UTILITY OUTAGES, SOFTWARE OR INTERNET OR TELECOMMUNICATIONS DISRUPTIONS, AND ACTS OR ORDERS OF GOVERNMENTAL AUTHORITIES.

THIS SECTION DOES NOT APPLY WHERE PERFORMANCE IS REQUIRED NOTWITHSTANDING FORCE MAJEURE UNDER AN EXPRESS PROVISION OF THIS AGREEMENT.

P. NOTICE OF OUR POTENTIAL PROFIT. YOU ACKNOWLEDGE AND AGREE THAT WE AND OUR AFFILIATES MAY, FROM TIME TO TIME, MAKE AVAILABLE GOODS, PRODUCTS, SERVICES, SOFTWARE, OR TECHNOLOGY FOR USE IN YOUR WIN BUSINESS ON WHICH WE OR OUR AFFILIATES MAY EARN A PROFIT.

YOU FURTHER ACKNOWLEDGE THAT WE AND OUR AFFILIATES MAY RECEIVE PAYMENTS, FEES, LICENSE INCOME, REBATES, OR OTHER CONSIDERATION FROM SUPPLIERS, VENDORS, OR SERVICE PROVIDERS IN CONNECTION WITH GOODS OR SERVICES PROVIDED TO YOU OR OTHER FRANCHISEES.

YOU EXPRESSLY AGREE THAT SUCH PROFITS AND CONSIDERATION ARE PERMITTED UNDER THIS AGREEMENT AND FORM PART OF OUR LEGITIMATE BUSINESS MODEL.

Q. ENTIRE AGREEMENT. THIS AGREEMENT, INCLUDING THE INTRODUCTION, ALL EXHIBITS TO THIS AGREEMENT, AND THE STATEMENT OF PROSPECTIVE FRANCHISEE (EXHIBIT H TO OUR FRANCHISE DISCLOSURE DOCUMENT), CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES AND TERMINATES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN.

ANY REPRESENTATION, WARRANTY, INDUCEMENT, PROMISE, UNDERSTANDING, OR AGREEMENT NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE FRANCHISE DISCLOSURE DOCUMENT THAT YOU ACKNOWLEDGE RECEIVING AT LEAST FOURTEEN

(14) DAYS BEFORE SIGNING OR PAYING ANY MONEY TO US OR ANY AFFILIATE IN CONNECTION TO THE FRANCHISE IS VOID AND UNENFORCEABLE.

NOTHING IN THIS AGREEMENT IS INTENDED TO DISCLAIM, WAIVE, OR LIMIT THE REPRESENTATIONS MADE IN THE FRANCHISE DISCLOSURE DOCUMENT PROVIDED TO YOU, EXCEPT TO THE EXTENT PERMITTED BY APPLICABLE STATE LAW.

THE PARTIES ACKNOWLEDGE THAT THEY ARE NOT RELYING ON ANY ORAL STATEMENTS OR PROMISES NOT EXPRESSLY SET FORTH HEREIN OR IN THE FRANCHISE DISCLOSURE DOCUMENT.

R. CONSTRUCTION. PRONOUNS USED IN THIS AGREEMENT INCLUDE ALL GENDERS WHERE THE CONTEXT REQUIRES.

THE USE OF EXAMPLES SHALL NOT BE CONSTRUED TO LIMIT, EXPRESSLY OR BY IMPLICATION, THE MATTERS THEY ILLUSTRATE.

THE WORD "OR" IS NOT EXCLUSIVE.

THE WORD "INCLUDES" (AND ITS DERIVATIVES) MEANS "INCLUDES, BUT IS NOT LIMITED TO."

UNLESS EXPRESSLY STATED OTHERWISE, REFERENCES TO "SECTIONS" MEAN SECTIONS OF THIS AGREEMENT.

REFERENCES TO ANY STATUTE, LAW, RULE, REGULATION, OR ORDINANCE INCLUDE ANY AMENDMENTS, MODIFICATIONS, OR SUPPLEMENTS THAT MAY APPLY OVER TIME.

REFERENCES TO "DAYS" MEAN CALENDAR DAYS UNLESS OTHERWISE STATED.

HEADINGS AND CAPTIONS ARE FOR CONVENIENCE ONLY AND SHALL NOT AFFECT THE INTERPRETATION OF THIS AGREEMENT.

S. REQUIRED REGULATORY DISCLOSURES. You acknowledge and agree that we may be required to disclose the existence or terms of any dispute, claim, proceeding, or settlement involving you or your WIN Business in our Franchise Disclosure Document (FDD) or other filings with government agencies, as required by applicable law. Such disclosure will not violate any confidentiality or non-disparagement obligations under this Agreement or any separate agreement you enter into with us.

20. NOTICES

All written notices and reports permitted or required to be delivered by the provisions of this Agreement are deemed so delivered at the time delivered by (i) electronic mail (email) with evidence of delivery or of rejected delivery, (ii) by hand, or (iii) one business day after sent by a recognized overnight delivery service which requires a written receipt, or three business days after placed in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid and addressed to the party to be notified at the following addresses, unless or until such other address as may have been designated in writing to the other party:

To Us:

Mr. Praful Mittal
World Inspection Network International LLC
444 W Lake Street, Suite 1700
Chicago, IL 60606
Email: fam@winhomeoffice.com

To You:

_____

_____

_____

Any notice by a means which provides the sender with evidence of delivery, or rejected delivery, will be deemed to have been given at the date and time of receipt or rejected delivery.

21. ACKNOWLEDGEMENTS

A. Success of WIN Business. You acknowledge and agree that the success of the business venture you intend to undertake under this Agreement is speculative and depends, to a large extent, upon your (and each Principal Owner's) ability as an independent businessperson, and your active participation in the daily affairs of your WIN Business as well as other factors that may not be controllable. We do not make any representation or warranty, express or implied, as to the potential success of your WIN Business.

B. Independent Investigation. You acknowledge that you have entered into this Agreement after making an independent investigation of our operations and not upon any representation by us as to gross revenue, volume, potential earnings or profits which you might be expected to realize, nor have we made any other representation, which is not expressly stated herein, to induce you to accept this franchise and sign this Agreement.

C. Receipt of Documents. You represent and acknowledge that you have received our franchise disclosure document at least 14 calendar days before the date of the execution of this Agreement. In addition, you represent and acknowledge that you received from us a copy of this Agreement with all material blanks filled in at least 7 calendar days before the date of execution of this Agreement. You represent that you have read this Agreement in its entirety, including exhibits and related agreements, and that you have been given the opportunity to consult with any attorney or other professional advisor and to clarify any provisions of the Agreement that you did not understand. You further represent that you understand the provisions of this Agreement and agree to be bound.

D. Other Franchises. You acknowledge that our other franchisees have or may be granted franchises at different times and in different situations, and you further acknowledge that the terms and provisions of franchise agreements in such cases may vary substantially from those contained in this Agreement.

E. Time is of the Essence. Time is of the essence in this Agreement and each of its terms. It will be a material breach of this Agreement if you fail to perform any obligation within the time required or allowed by this Agreement.

F. Counterparts. This Agreement may be signed in multiple counterparts, and the signature pages may be exchanged between the parties via facsimile, electronic signature, transmission, process, or confirmation, or email, and all of which, when taken together, will constitute one original Agreement. A fully signed copy of this Agreement will have the same force and effect as the original.

The parties have signed this Agreement on the Effective Date.

FRANCHISOR/US:	**FRANCHISEE/YOU:**
World Inspection Network International LLC	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT A
TO FRANCHISE AGREEMENT
OWNERSHIP AND MANAGEMENT OF FRANCHISEE

EXHIBIT A
TO FRANCHISE AGREEMENT
OWNERSHIP AND MANAGEMENT OF FRANCHISEE

1. Principal Owner(s). You represent and warrant to us that the following person(s) or entity, and only the following person(s) or entity, will be your Principal Owner(s):

NAME	ADDRESS	PERCENTAGE OF INTEREST

2. Designated Owner. You and we agree the Designated Owner for your WIN Business is: _____.

3. Change. You must immediately seek our written consent for any change in the information contained in this Addendum and, if we approve, then at our request, prepare and sign a new Addendum containing the correct information, in addition to other steps we may require in our discretion.

4. Defined Terms. All capitalized terms contained in this Exhibit and not defined herein will have the same meaning as provided in the Franchise Agreement.

5. Effective Date. This Exhibit A is effective as of this _____ day of _____, 20_____.

FRANCHISOR/US:

World Inspection Network International LLC

By:_____
Name:_____

Title:_____

FRANCHISEE/YOU:

_____

By:_____
Name:_____
Title:_____

EXHIBIT B
TO FRANCHISE AGREEMENT
APPROVED LOCATION AND TERRITORY

EXHIBIT B
TO FRANCHISE AGREEMENT
APPROVED LOCATION AND TERRITORY

1. WIN Business Location. The Approved Location for your WIN Business is: _____. If the premises for your WIN Business has not been designated as of the Effective Date, we will update this Exhibit B to include the address for the Approved Location once determined and approved by us.

2. Territory. The Territory includes only the following specific zip codes: _____ _____ _____.

3. Defined Terms. All capitalized terms contained in this Exhibit and not defined herein will have the same meaning as provided in the Franchise Agreement.

4. Effective Date. This Exhibit B is effective as of this _____ day of _____, 20_____.

FRANCHISOR/US:	**FRANCHISEE/YOU:**
World Inspection Network International LLC	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT C
TO FRANCHISE AGREEMENT
ELECTRONIC TRANSFER OF FUNDS FORM

EXHIBIT C
TO FRANCHISE AGREEMENT
ACH AUTHORIZATION

Date: _____, 20___

I, the undersigned officer of _____ ("Franchisee"), hereby authorize World Inspection Network International LLC to withdraw or deposit funds, utilizing the following account, by ACH draft or electronic debit for payment or receipt of funds relating to my WIN Business, including, but not limited to, initial franchise fee, startup launch fee, royalty fees, infrastructure fees, any other fees, contributions or payment of goods or services.

Name on the Account: _____

Address: _____

City, State, Zip: _____

Bank Routing Number: _____

Bank Account Number: _____

Email Confirmation: _____

Signature: _____

Name: _____

Title: _____

EXHIBIT D
TO FRANCHISE AGREEMENT
GUARANTY AND ASSUMPTION AGREEMENT

EXHIBIT D
TO FRANCHISE AGREEMENT
GUARANTY AND ASSUMPTION AGREEMENT

In consideration of the execution of the WIN® franchise agreement dated _____ (the "Agreement") by World Inspection Network International LLC, a Delaware limited liability company (the "Franchisor," "we" or "us"), each of the undersigned (a "Guarantor") personally and unconditionally guarantees to us, and our successors and assigns, for the Term of the Agreement and thereafter as provided in the Agreement that _____ (the "Franchisee" or "you") will timely pay and perform each and every undertaking, agreement and covenant stated in the Agreement; and agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (the "Guaranty").

Each of the undersigned waives: (a) acceptance and notice of acceptance by us of the foregoing undertaking; (b) notice of demand for payment of any indebtedness; (c) protest and notice of default to any party respecting the indebtedness; (d) any right he/she may have to require that an action be brought against you or any other person as a condition of liability.

Each Guarantor consents and agrees that:

(1) Such Guarantor's liability under this undertaking will be direct and independent of the liability of, and will be joint and several with, you and other Guarantors;

(2) Such Guarantor will make any payment or perform any obligation required under the Agreement upon demand if you fail to make any payment or perform any obligation required under the Agreement;

(3) Such Guarantor's liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of you or any of your assignee or successor;

(4) Such Guarantor's liability will not be diminished, relieved or otherwise affected by any extension of time or credit which we may grant to you, including the acceptance of any partial payment or performance, or the compromise or release of any claims;

(5) We may proceed against such Guarantor and you jointly and severally, or we may, at our option, proceed against such Guarantor, without having commenced any action, or having obtained any judgment against you or any other Guarantor; and

(6) Such Guarantor will be personally bound by each and every condition and term contained in the Agreement, including but not limited to the non-disclosure obligations in Section 8, indemnification provisions in Section 9(C), the non-compete provisions in Section 14, the dispute resolution provisions contained in Section 18, and the enforcement provisions in Section 19.

(7) Such Guarantor will pay all reasonable attorneys' fees and all costs and other expenses we incur in enforcing this Guaranty against such Guarantor or any negotiations relative to the obligations hereby guaranteed.

The terms of the following sections of the Agreement (including the definitions of capitalized terms used therein) are incorporated by reference in their entirety into this Guaranty as if fully set forth herein, *mutatis mutandis*: Sections 8 (Confidential Information and Improvements); 9(C) (Indemnification); 14 (Covenants); 17(D) (Survival); 18 (Arbitration); and 19 (Enforcement).

Each of the undersigned has signed this Guaranty as of the same day and year as the Agreement was executed.

GUARANTOR(S)	**PERCENTAGE OWNERSHIP IN YOU**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT E

TO FRANCHISE AGREEMENT
PROMISSORY NOTE

WORLD INSPECTION NETWORK INTERNATIONAL LLC
PROMISSORY NOTE

$_____ Date: _____, 20_____

The undersigned ("Franchisee"), for value received, jointly and severally promise to pay to World Inspection Network International LLC, a Delaware limited liability company ("Franchisor") as the holder of this Promissory Note ("Note") the principal sum of $_____, together with interest computed at a rate of 12% *per annum*, per the terms stated in this Note.

Principal and interest must be paid in lawful money of the United States of America. The principal and interest will be due and payable in _____ equal monthly payments of $_____, beginning on _____, 20_____. Said payments will be made through Electronic Funds Transfers (EFT) as we initiate. You must give us at least 10 days' written notice of any change respecting your bank account and/or bank.

Franchisee acknowledges that the principal amount of this Note arose under and remains due under the Franchise Agreement, dated _____, 20_____ (the "Franchise Agreement"), and that Franchisor's acceptance of this Note does not represent a cure, satisfaction, or discharge of any of Franchisee's obligations under the Franchise Agreement, and does not represent a waiver or relinquishment of any rights or remedies that Franchisor may have under the Franchise Agreement.

Franchisee may prepay this Note in whole at any time or in part from time to time without penalty. Each such prepayment will be applied first against accrued interest and then the balance, if any, to the reduction of principal. Franchisor's failure or delay to exercise any right or remedies hereunder or afforded by applicable law will not operate as a waiver thereof. Such failure or delay will not be construed as a bar to or waiver of such right or remedy on a future occasion.

Franchisee agrees to pay all costs of collecting or enforcing payment or performance under this Note, together with reasonable attorneys' fees and legal expenses at any time paid or incurred by the Franchisor, whether suit be brought or not.

Franchisee waives presentment, protest and demand, delinquency, notice of protest, demand and dishonor, and any other notice otherwise required to be given by law in connection with the delivery, acceptance, performance, default, enforcement or collection of this Note, and expressly agrees that this Note, or any payment hereunder, may periodically be extended or subordinated, without affecting the liability of Franchisee.

Any default by Franchisee under the Franchise Agreement after the date of this Note will constitute a default under this Note. Any default under this Note will constitute a default under the Franchise Agreement. At Franchisor's option, the entire unpaid principal balance and all accrued but unpaid interest under this Note will be immediately due and payable as a balloon payment upon the earlier of: (a) Franchisee's failure to cure any default under this Note or the Franchise Agreement under the terms thereof; or (b) the occurrence of a "Transfer" (as defined in the Franchise Agreement). Upon default under the Note or the Franchise Agreement, Franchisor may, at its option, (i) increase the interest rate to accrue on all unpaid amounts from the date of acceleration at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until the entire principal balance and all accrued but unpaid interest is paid, (ii) require you to immediately pay us the entire amount of the unpaid balance plus any accrued interest, and/or (iii) terminate the Franchise Agreement.

This Note may not be amended or modified, and no waiver of any provision hereof will be effective, except by an instrument in writing signed by the party against whom enforcement of any amendment, modification, or waiver is sought. If Franchisee consists of two or more individuals, the liability of each individual will be joint and several.

This Note is governed by the laws of the State of Delaware. Any claims, controversies or disputes arising from the payment or non-payment of this Note will be brought in the Chicago, Illinois, Cook County District Court or the United States District Court for the Northern District of Illinois. Franchisee irrevocably consents to the jurisdiction of such courts.

Franchisee has caused this Note to be made and executed as of the date first above written.

FRANCHISEE:

_____
_____, Individually

_____
_____, Individually

or

_____
[Name of Franchisee Entity]

By: _____

Its: _____

Each of the undersigned jointly and severally, personally and unconditionally guarantee to Franchisor, and its successors and assigns, that Franchisee will timely pay and perform each and every undertaking, agreement and covenant stated in this Note; and agrees to be personally bound by, and personally liable for the breach of, each and every provision in this Note. The undersigned waive any requirement that Franchisor proceed or exhaust its recourses against Franchisee or any other party, pursue any other remedy whatsoever or enforce any security before any demand under this personal guaranty.

GUARANTORS:

_____
_____, Individually

_____
_____, Individually

EXHIBIT F
TO FRANCHISE AGREEMENT
STATE SPECIFIC ADDENDA

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability 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.

The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

The federal bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The second and fourth paragraphs in Section 19(Q) of the Franchise Agreement is deleted in its entirety.

Section 21(A) –(D) of the Franchise Agreement are deleted in their entirety.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE**:
World Inspection Network International LLC	_____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

EXHIBIT B

OPERATIONS MANUAL CONTENT OVERVIEW

WIN Operations Manual Content Overview

1. **Business** - Topics may include:
    a. WIN Policies
        i. Branding Policy
        ii. Vehicle Policy
        iii. Business Operations Policy
        iv. Acceptable Use Policy
        v. Glossary of Terms and Acronyms
    b. Getting Started
    c. Operations Excellence
    d. Hiring
    e. Training
    f. Insurance
2. **Productivity Tools** - Topics may include:
    a. How to use Google Workspace
    b. How to use the Phone System
    c. Troubleshooting for Devices and Software
3. **WIN Proprietary Tech** - Topics may include:
    a. Introduction to proprietary apps
    b. Guides on how to use proprietary apps
    c. Frequently Asked Questions about proprietary apps
4. **Marketing** - Topics may include:
    a. Marketing Playbooks
    b. Marketing Collaterals
    c. Templates
        i. Elevator pitches
        ii. Email scripts
        iii. Call handling scripts
    d. Social Media basics
    e. Social Media best practices

EXHIBIT C

FINANCIAL STATEMENTS

World Inspection Network International LLC

Financial Statements

December 31, 2025 and 2024

World Inspection Network International LLC

Table of Contents
December 31, 2025 and 2024

	Page
Independent Auditors' Report	1
Financial Statements	
Balance Sheets	3
Statements of Income	4
Statements of Member's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7

Independent Auditors' Report

To the Member and Board of Directors of
World Inspection Network International LLC

Opinion

We have audited the financial statements of World Inspection Network International LLC (the Company), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of income, member'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, 2025 and 2024 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America (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.

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.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

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.

Baker Tilly US, LLP

Chicago, Illinois
March 2, 2026

World Inspection Network International LLC

Balance Sheets
December 31, 2025 and 2024

	2025	2024
Assets		
Current Assets		
Cash and cash equivalents	$ 2,211,562	$ 1,694,830
Accounts receivable, net	226,341	357,049
Inventories	1,620	4,129
Notes receivable, current	38,608	82,194
Prepaid expenses and other current assets	1,275,838	1,206,186
Total current assets	3,753,969	3,344,388
Other Assets		
Goodwill, net	1,176,150	1,585,196
Intangible assets, net	236,187	286,254
Capitalized software, net	764,460	170,047
Other long-term assets	1,088,376	1,627,429
Notes receivable, long-term	23,491	50,753
Total other assets	3,288,664	3,719,679
Total assets	$ 7,042,633	$ 7,064,067
Liabilities and Member's Equity		
Current Liabilities		
Accounts payable	$ 59,941	$ 159,239
Accrued expenses	115,803	230,166
Current maturities of notes payable, bank	-	3,477
Deferred revenues, current	615,668	696,644
Total current liabilities	791,412	1,089,526
Long-Term Liabilities		
Notes payable, bank	-	139,310
Deferred revenues, long-term	837,388	1,052,329
Total liabilities	1,628,800	2,281,165
Member's Equity	5,413,833	4,782,902
Total liabilities and member's equity	$ 7,042,633	$ 7,064,067

See notes to financial statements

World Inspection Network International LLC

Statements of Income
Years Ended December 31, 2025 and 2024

	2025	2024
Revenues		
Franchise revenues	$ 5,033,862	$ 4,803,762
Other revenues	298,957	305,852
Total revenues	5,332,819	5,109,614
Operating Expenses	4,636,455	5,198,231
Operating income (loss)	696,364	(88,617)
Other Income (Expense)		
Interest income	40,194	39,652
Interest expense	(5,110)	(5,426)
Other income	3,747	54,902
Net other income	38,831	89,128
Net income	$ 735,195	$ 511

See notes to financial statements

World Inspection Network International LLC

Statements of Member's Equity
Years Ended December 31, 2025 and 2024

	Total Member's Equity
Balances, December 31, 2023	$ 5,116,821
Net income	511
Distributions	(334,430)
Balances, December 31, 2024	4,782,902
Net income	735,195
Distributions	(104,264)
Balances, December 31, 2025	$ 5,413,833

See notes to financial statements

World Inspection Network International LLC

Statements of Cash Flows
Years Ended December 31, 2025 and 2024

	2025	2024
Cash Flows From Operating Activities		
Net income	$ 735,195	$ 511
Adjustments to reconcile net income to net cash flows from operating activities:		
Amortization	596,803	507,505
Provision for credit losses	85,754	60,774
Changes in assets and liabilities:		
Accounts and notes receivable	115,802	(101,728)
Inventories	2,509	4,571
Prepaid expenses, other current assets, and other long-term assets	469,401	(329,828)
Accounts payable	(99,298)	(68,530)
Accrued expenses	(114,363)	39,382
Deferred revenues	(295,917)	(82,933)
Net cash flows from operating activities	1,495,886	29,724
Cash Flows From Investing Activities		
Capitalized software development costs	(732,103)	(218,439)
Net cash flows from investing activities	(732,103)	(218,439)
Cash Flows From Financing Activities		
Principal payments on notes payable, bank	(142,787)	(3,346)
Distributions to member	(104,264)	(334,430)
Net cash flows from financing activities	(247,051)	(337,776)
Net change in cash and cash equivalents	516,732	(526,491)
Cash and Cash Equivalents, Beginning	1,694,830	2,221,321
Cash and Cash Equivalents, Ending	$ 2,211,562	$ 1,694,830
Supplemental Cash Flow Disclosures		
Cash paid for interest	$ 5,578	$ 5,426

See notes to financial statements

1. Summary of Significant Accounting Policies

Nature of Operations

World Inspection Network International LLC (the Company) is engaged in the business of offering franchises, which operate WIN Home Inspection offices. Agamya Franchise Holdings LLC (the Parent) is the sole member of the Company.

The following table summarizes the franchise activity for the Company for the years ended December 31:

	2025	2024
Franchises at the beginning of the period	281	278
Franchises sold and opened	8	21
Franchises sold but not yet opened	8	10
Franchises retired	(17)	(6)
Franchises terminated	(25)	(22)
Franchises at the end of the period	255	281

Use of Estimates

The preparation of financial statement in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company defines cash and cash equivalents as highly liquid, short-term investments with a maturity at the date of acquisition of three months or less. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash deposits maintained at banks, which at times may exceed federally insured limits. The Company also maintains investable funds with financial institutions in the form of interest-bearing money market accounts. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $250,000. The Company has not experienced any losses in such accounts and does not believe it is exposed to significant credit risk.

Accounts Receivable and Allowance for Credit Losses

The Company recognizes an allowance for credit losses for trade and other receivables to present the net amount expected to be collected as of the balance sheet date. Such allowance is based on the credit losses expected to arise over the life of the asset which includes consideration of past events and historical loss experience, current events and also future events based on our expectation as of the balance sheet date. Receivables are written off when the Company determines that such receivables are deemed uncollectible. The Company pools its receivables based on similar risk characteristics in estimating its expected credit losses. In situations where a receivable does not share the same risk characteristics with other receivables, the Company measures those receivables individually. The Company also continuously evaluates such pooling decisions and adjusts as needed from period to period as risk characteristics change.

The Company utilizes the loss rate method in determining its lifetime expected credit losses on its receivables. This method is used for calculating an estimate of losses based primarily on the Company's historical loss experience. In determining its loss rates, the Company evaluates information related to its historical losses, adjusted for current conditions and further adjusted for the period of time that can be reasonably forecasted. Qualitative and quantitative adjustments related to current conditions and the reasonable and supportable forecast period consider all the following: past due receivables, the customer creditworthiness, changes in the terms of receivables, effect of other external forces such as competition and legal and regulatory requirements on the level of estimated credit losses in the existing receivables. For receivables that are not expected to be collected within the normal business cycle, the Company considers current and forecasted direction of the economic and business environment. Such forecasted information includes GDP growth, unemployment rates and interest rates amongst others. Based on historical experience and management's analysis of individual accounts, an allowance for credit losses of $24,389 and $39,979 was recorded as of December 31, 2025 and 2024, respectively. The Company charges interest on past due accounts receivable.

Contract Costs

The Company incurs certain direct incremental costs in order to obtain some franchise agreements. Such costs are capitalized and subsequently amortized over the first noncancelable period of the franchise agreement, which are included in prepaid expenses and other current assets on the balance sheets. In the event a franchise agreement is terminated prior to the end of the first noncancelable period, any unamortized cost is immediately expensed.

Inventories

Inventories consist of inspection report binders, marketing materials and training materials for sale to the franchisees at cost and are valued at lower of cost and market using the first-in, first-out (FIFO) method or net realizable value.

Franchise Agreements

When an individual franchise is sold, the Company agrees to provide certain services to the franchisee. Generally, these services may include training, marketing support, technology support and organizing an annual convention.

The Company was assigned franchise agreements which were included in the acquisition of World Inspection Network International, Inc. The franchise agreements are considered customer-related intangibles and have therefore not been separated from goodwill acquired.

Goodwill and Intangible Assets

Goodwill represents the excess of the purchase price over the fair value of identifiable tangible and intangible net assets relating to the business acquisition of World Inspection Network International, Inc. The Company amortizes goodwill using the straight-line method over 10 years. The Company has elected to test goodwill for impairment at the entity level when a triggering event has occurred. A triggering event may indicate the fair value of the entity's goodwill is below the carrying value. The Company has determined that no triggering events occurred during the years ended December 31, 2025 and 2024.

Intangible assets include tradenames and business materials. Identifiable intangible asset costs are capitalized and amortized on a straight-line basis over their estimated useful lives. The Company amortizes tradenames and business materials, using the straight-line method, over 15 and 10 years, respectively. Intangible assets are reviewed for impairment whenever events or circumstances indicate that their carrying amount may not be recoverable. There have been no such impairment losses to date.

Leases

The Company recognizes the assets and liabilities that arise from leases on the balance sheet. At lease inception, leases are classified as either finance leases or operating leases with the associated right-of-use asset and lease liability measured at the net present value of future lease payments. Operating lease right-of-use assets are expensed on a straight-line basis as lease expense over the noncancelable lease term. Expenses for finance leases are comprised of the amortization of the right-of-use asset and interest expense recognized based on the effective interest method. The Company has no finance leases.

The Company has elected the accounting policy not to separate lease and nonlease components for the initial and subsequent measurement of lease liabilities for all asset classes. When the rate implicit in the lease is not determinable, rather than use the Company's incremental borrowing rate, the Company has elected to use a risk-free discount rate for the initial and subsequent measurement of lease liabilities for all asset classes. The Company has elected not to apply the recognition requirements to all leases with an original term of 12 months or less, for which the Company is not likely to exercise a renewal option or purchase the asset at the end of the lease; rather, short-term leases will continue to be recorded on a straight-line basis over the lease term.

To date, the Company has not recorded right-of-use assets and lease liabilities. The one lease held by the Company is classified as a short-term lease and the applicable practical expedient was applied. Lease expense of $18,410 and $43,919 was included in operating expenses on the statements of income for the years ended December 31, 2025 and 2024, respectively.

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated future cash flows from the use of the asset are less than the carrying amount of that asset. To date, there have been no such losses.

Revenue Recognition

The Company generates all of its revenue from contracts with customers. Revenue is recognized upon transfer of control of promised products and services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. The Company determines revenue recognition through the following steps:

- Identification of the contract or contracts with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when or as, the Company satisfies a performance obligation

A performance obligation is defined as a promise in a contract with a customer to transfer products or services that are distinct. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as one unit of accounting may require significant judgment.

The Company allocates the transaction price to each performance obligation on a relative standalone selling price (SSP) basis. The SSP is the price at which the Company would sell a promised product or service separately to a customer. Judgment is required to determine the SSP for each distinct performance obligation.

The Company's franchise agreements promise the following products or services to the customer:

- Intellectual Property license grants a nonexclusive, limited revocable license to the common use and promotion of trademarks and tradenames
- Operations Manual and training services provide operational assistance unique to the Company's brand, business model and standards
- Startup Marketing Program provides franchisees with digital marketing services to help reach out to referral sources within the applicable territory upon the launch of the franchisees' businesses
- Annual convention provided for franchisees to gather and attend educational seminars and brand informational presentations

The Company concluded that the benefits are highly related and all combined into a single performance obligation, a license of symbolic intellectual property, which is delivered over time. While the underlying services may vary from day to day, the nature of the promises are the same each day, other than the annual convention, which is recognized in the month the service is provided and the franchisee can independently benefit from each day's services. Initial and renewal franchise fees are due upon the granting of the franchise and are deferred and recognized as revenue over the original franchise term, which is generally between 5 and 10 years.

In addition to initial and renewal franchise fees, the Company also receives monthly fees for usage of certain Company provided software, a percentage of sales each month from the franchisees as royalty and Brand Fund contributions and fixed fee per inspection order for WIN Home Inspection Report Product (WHIRP). Revenues from these sources are recorded each month as the services are provided and based on reported franchisee sales.

The Company has other performance obligations associated with contracts with customers for additional training, product sales, assignment fees and event-based revenue from the annual convention, for which revenue is recognized as other revenues in the statements of income in the month the service is provided.

Capitalized Internal-Use Software Development Costs

GAAP requires the capitalization of qualifying software development costs, which are incurred during the application development stage or the post-implementation operations stage. Capitalization of such costs begins when the preliminary project stage is complete and ceases when the Project is substantially complete and ready for its intended purpose. Costs associated with significant upgrades or enhancements to the existing internal-use software that result in additional functionality qualify for capitalization during the post-implementation operations stage, whereas maintenance, minor upgrades and enhancements are expensed as incurred. Capitalized software is amortized using the straight-line method over an estimated useful life of two years. Amortization expense included in operating expenses on the statements of income was $137,690 and $48,392 for the years ended December 31, 2025 and 2024, respectively. Costs capitalized were $732,103 and $218,439 for the years ended December 31, 2025 and 2024, respectively. The net book value of capitalized software was $764,460 and $170,047 as of December 31, 2025 and 2024, respectively.

Advertising

In accordance with all signed franchise agreements, franchisees are required to contribute to the WIN System Brand Fund. The fund is to be used with the objective of protecting and enhancing the Company's brand and system, including by conducting brand advertising, marketing, promotional and public relations campaigns. Net advertising expense was $1,146,021 and $1,035,536 for the years ended December 31, 2025 and 2024, respectively. Actual advertising expenditure was $675,724 and $1,431,486 for the years ended December 31, 2025 and 2024, respectively.

Generally, the Company is contractually obligated to expend the System Brand Fund fees collected from franchisees in accordance with the franchise agreements; as such, revenues earned in excess of costs incurred are accrued as a liability for future advertising costs. Any such amounts are included in accrued expenses on the balance sheets. In the event the Company's expenditures for the System Brand Fund in any one fiscal year exceeds the total amount contributed to the System Brand Fund during such fiscal year, the Company has the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the System Brand Fund or to use such excess as a credit against its future contributions. As of December 31, 2025 and 2024, the Company has incurred costs in excess of revenues earned of $2,234,397 and $2,704,695, respectively. Any such amounts are included in prepaid expenses and other current assets or other long-term assets on the balance sheets based on the expected System Brand Fund fees to be collected in the next twelve months. The Company had prepaid expenses and other current assets of $1,146,021 and $1,077,266 and other long-term assets of $1,088,376 and $1,627,429 as of December 31, 2025 and 2024, respectively.

Income Taxes

The Company is treated as a limited liability company (LLC) for federal and state income tax purposes. As such, the Company's income, losses and credits are included in the income tax returns of its member. The Company is subject to certain state income taxes. The Company and its member elected pass-through entity tax in certain states for the years ended December 31, 2025 and 2024, which is reflected within distributions on the accompanying statements of member's equity. For the years ended December 31, 2025 and 2024, distributions for pass-through entity tax totaled $14,807 and $42,356, respectively.

The Company is subject to the accounting standard for uncertainty in income taxes. The standard only applies to taxes based on income that are imposed on the Company. It does not apply to tax or income that is passed through to the member. Thus, the standard has limited applicability to the Company due to its status as an LLC and will generally only apply to state income taxes imposed on the Company. Under the standard, the tax effects from an uncertain tax position can be recognized in the financial statements only if the position is more likely than not to be sustained on audit, based on the technical merits of the position. When applicable, interest and penalties on uncertain tax positions are calculated based on the guidance from the relevant tax authority. The Company is subject to tax examinations for its tax returns but is not currently under examination by any tax jurisdiction. The Company did not have any uncertain tax positions as of December 31, 2025 and 2024.

Fair Value of Financial Instruments

The Company is subject to the accounting standard for fair value measurements, which provides a framework for measuring, reporting and disclosing fair value under GAAP. This applies to all assets and liabilities that are measured, reported and/or disclosed on a fair value basis.

Cash and cash equivalents are stated at cost, which approximates fair market value. The Company's short-term financial instruments consist of the following: accounts receivable and accounts payable. The carrying values of these short-term financial instruments approximate their estimated fair values based on the instruments short-term nature. The fair value of the Company's notes receivable and notes payable, is estimated based on current rates for similar instruments with the same remaining maturities. The Company believes that the carrying value of the notes receivable and notes payable, estimates fair value.

Reclassification

Certain amounts within the prior year financial statements have been reclassified on the statements of cash flows to conform with classifications adopted for the year ended December 31, 2025. The reclassifications had no effect on net income or member's equity.

Recent Accounting Pronouncements

During July 2025, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2025-05, *Measurement of Credit Losses for Accounts Receivable and Contract Assets*. ASU No. 2025-05 provides all entities with a practical expedient and entities other than public business entities with an accounting policy election when estimating expected credit losses for current accounts receivable and current contract assets arising from transactions accounted for under Topic 606 Revenue from Contracts with Customers. ASU No. 2025-05 is effective for annual reporting periods (including interim reporting periods within annual reporting periods) beginning after December 15, 2025. Early adoption is permitted. The Company is currently assessing the effect that ASU No. 2025-05 will have on its results of operations, financial position and cash flows.

During September 2025, the FASB issued ASU No. 2025-06, Targeted Improvements to the Accounting for Internal-Use Software. ASU No. 2025-06 modernizes the accounting for software costs that are accounted for under Subtopic 350-40, *Intangibles—Goodwill and Other—Internal-Use Software* by making targeted improvements to increase the operability of the recognition guidance considering the different methods of software development. ASU No. 2025-06 is effective for annual reporting periods beginning after December 15, 2027, including interim periods within those annual reporting periods. Early adoption is permitted as of the beginning of an annual reporting period. The Company does not believe that the adoption of ASU No. 2025-06 will have a material effect on its results of operations, financial position and cash flows.

2. Notes Receivable

The Company carries its notes receivable with franchisees at the principal amount due. Interest is accrued monthly and ranges up to 5%. Loans that become past due receive increased scrutiny and attention from management. If necessary, they are placed on nonaccrual status. No loans have been placed on nonaccrual status as of December 31, 2025 and 2024.

The allowance for expected credit losses on notes receivable is evaluated individually based on specific risk characteristics, including the franchisee's financial performance, payment history, collateral and other qualitative factors. Based on this evaluation, the Company determined that no allowance for credit losses was required for notes receivable as of December 31, 2025 and 2024. The Company maintains a single allowance for credit losses that relates solely to accounts receivable, as discussed in Note 1.

The estimated aggregate maturities of the notes as of December 31, 2025 are as follows:

Years ending December 31:	
2026	$ 38,608
2027	16,775
2028	6,716
Total	$ 62,099

3. Accrued Expenses

Accrued expenses consisted of the following at December 31:

	2025	2024
Other accrued expenses	$ 72,668	$ 120,919
Accrued payroll liabilities	31,147	98,263
Accrued concierge fees	11,988	10,984
Total accrued expenses	$ 115,803	$ 230,166

4. Goodwill and Intangible Assets

Goodwill and intangible assets of the Company as of December 31, 2025 are summarized as follows:

	Gross Carrying Value	Accumulated Amortization	Net Book Value
Goodwill, net	$ 4,090,455	$ (2,914,305)	$ 1,176,150
Intangible assets:			
Business materials	$ 312,000	$ (223,600)	$ 88,400
Tradenames	283,000	(135,213)	147,787
Intangible assets, net	$ 595,000	$ (358,813)	$ 236,187

Goodwill and intangible assets of the Company as of December 31, 2024 are summarized as follows:

	Gross Carrying Value	Accumulated Amortization	Net Book Value
Goodwill, net	$ 4,090,455	$ (2,505,259)	$ 1,585,196
Intangible assets:			
Business materials	$ 312,000	$ (192,400)	$ 119,600
Tradenames	283,000	(116,346)	166,654
Intangible assets, net	$ 595,000	$ (308,746)	$ 286,254

Amortization expense was $459,113 for the years ended December 31, 2025 and 2024.

Future estimated amortization over the next five years as of December 31, 2025 is as follows:

	Goodwill	Business Materials	Tradenames
Years ending December 31:			
2026	$ 409,046	$ 31,200	$ 18,867
2027	409,046	31,200	18,867
2028	358,058	26,000	18,867
2029	-	-	18,867
2030	-	-	18,867
Thereafter	-	-	53,452
Total	$ 1,176,150	$ 88,400	$ 147,787

5. Line of Credit

The Company maintains a line of credit from a bank with a borrowing capacity of up to $250,000 that is renewed annually. In June 2025, the line of credit was amended and the maturity date was extended to July 22, 2026. The line of credit has an interest rate equal to the prime rate, with a minimum rate of 3.25%. The interest rate was 6.75% and 7.50% as of December 31, 2025 and 2024, respectively. There was $0 outstanding on the line of credit as of December 31, 2025 and 2024. The line of credit is collateralized by substantially all of the assets of the Company.

6. Notes Payable, Bank

In August 2020, the Company obtained a loan for $150,000 through the Economic Injury Disaster Loan (EIDL) program in response to the coronavirus crisis. Interest accrued at an annual rate of 3.75%. Equal monthly payments, including principal and interest, of $731 commenced June 2021 and were scheduled to continue through the maturity date of March 17, 2050. The loan was collateralized by substantially all of the assets of the Company. The loan required that all proceeds be used solely as working capital to alleviate economic injury from the coronavirus crisis. The EIDL loan was paid in full in December 2025. There was $0 and $142,787 outstanding on the note as of December 31, 2025 and 2024, respectively.

7. Related-Party Transactions

The Company maintains a management agreement with the Parent and its affiliates, to provide the Company with various operational related management services. Under the terms of the agreement, the Company is charged annual management fees equal to the greater of $100,000 or 5% of the Company's annual earnings before interest, taxes, depreciation and amortization. The management fee is payable in quarterly installments. The Company incurred and paid $100,000 of management fees for the years ended December 31, 2025 and 2024.

The Company also made payments of $739,000 and $1,005,000 to related parties for internal-use software development and marketing, operation, franchise and administrative support for the years ended December 31, 2025 and 2024, respectively. The Company had $0 and $74,000 due to related parties as of December 31, 2025 and 2024, respectively, which is included in accrued expenses.

8. Employee Benefit Plan

The Company offers a defined contribution plan which is qualified under Section 401(k) of the Internal Revenue Code (IRC). All active employees are eligible to participate. Under the plan, subject to IRC limits, the Company contributes a safe harbor matching contribution of 100% of the first 4% of eligible compensation that employees defer upon. Company contributions to the plan were $39,874 and $48,121 for the years ended December 31, 2025 and 2024, respectively.

9. Subsequent Events

The Company has evaluated subsequent events occurring through March 2, 2026, the date that the financial statements were available to be issued for events requiring recording or disclosure in the Company's financial statements.

World Inspection Network International LLC

Financial Statements

December 31, 2024 and 2023

World Inspection Network International LLC

Table of Contents
December 31, 2024 and 2023

	Page
Independent Auditors' Report	1
Financial Statements	
Balance Sheets	3
Statements of Income	4
Statements of Member's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7

Independent Auditors' Report

To the Member and Board of Directors of
World Inspection Network International LLC

Opinion

We have audited the financial statements of World Inspection Network International LLC (the Company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income, member'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.

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.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

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.

Baker Tilly US, LLP

Chicago, Illinois
March 14, 2025

World Inspection Network International LLC

Balance Sheets
December 31, 2024 and 2023

	2024	2023
Assets		
Current Assets		
Cash and cash equivalents	$ 1,694,830	$ 2,221,321
Accounts receivable, net	357,049	279,537
Inventories	4,129	8,700
Notes receivable, current	82,194	80,062
Prepaid expenses and other current assets	1,206,186	1,202,146
Total current assets	3,344,388	3,791,766
Other Assets		
Goodwill, net	1,585,196	1,994,242
Intangible assets, net	286,254	336,321
Capitalized software, net	170,047	-
Other long-term assets	1,627,429	1,301,641
Notes receivable, long-term	50,753	89,443
Total other assets	3,719,679	3,721,647
Total assets	$ 7,064,067	$ 7,513,413
Liabilities and Member's Equity		
Current Liabilities		
Accounts payable	$ 159,239	$ 227,769
Accrued expenses	230,166	190,784
Current maturities of notes payable, bank	3,477	3,334
Deferred revenues, current	696,644	736,619
Total current liabilities	1,089,526	1,158,506
Long-Term Liabilities		
Notes payable, bank	139,310	142,799
Deferred revenues, long-term	1,052,329	1,095,287
Total liabilities	2,281,165	2,396,592
Member's Equity	4,782,902	5,116,821
Total liabilities and member's equity	$ 7,064,067	$ 7,513,413

See notes to financial statements

World Inspection Network International LLC

Statements of Income
Years Ended December 31, 2024 and 2023

	2024	2023
Revenues		
Franchise revenues	$ 4,803,762	$ 4,663,645
Other revenues	305,852	275,351
Total revenues	5,109,614	4,938,996
Operating Expenses	5,198,231	4,373,973
Operating income (loss)	(88,617)	565,023
Other Income (Expense)		
Interest income	39,652	11,337
Interest expense	(5,426)	(15,529)
Other income	54,902	-
Net other income (expense)	89,128	(4,192)
Net income	$ 511	$ 560,831

See notes to financial statements

World Inspection Network International LLC

Statements of Member's Equity
Years Ended December 31, 2024 and 2023

	Total Member's Equity
Balances, December 31, 2022	$ 5,500,908
Net income	560,831
Distributions	(944,918)
Balances, December 31, 2023	5,116,821
Net income	511
Distributions	(334,430)
Balances, December 31, 2024	$ 4,782,902

See notes to financial statements

World Inspection Network International LLC

Statements of Cash Flows
Years Ended December 31, 2024 and 2023

	2024	2023
Cash Flows From Operating Activities		
Net income	$ 511	$ 560,831
Adjustments to reconcile net income to net cash flows from operating activities:		
Amortization	507,505	459,113
Provision for credit losses	60,774	(4,913)
Changes in assets and liabilities:		
Accounts receivable	(138,286)	(70,061)
Inventories	4,571	2,955
Prepaid expenses and other current assets	(4,040)	(95,477)
Other assets	(325,788)	(1,101,694)
Accounts payable	(68,530)	44,086
Accrued expenses	39,382	101,078
Deferred revenues	(82,933)	122,763
Net cash flows from operating activities	(6,834)	18,681
Cash Flows From Investing Activities		
Repayments of notes receivable	98,355	188,487
Issuance of notes receivable	(61,797)	(235,810)
Capitalized software development costs	(218,439)	-
Net cash flows from investing activities	(181,881)	(47,323)
Cash Flows From Financing Activities		
Principal payments on notes payable, bank	(3,346)	(348,324)
Distributions to member	(334,430)	(944,918)
Net cash flows from financing activities	(337,776)	(1,293,242)
Net change in cash and cash equivalents	(526,491)	(1,321,884)
Cash and Cash Equivalents, Beginning	2,221,321	3,543,205
Cash and Cash Equivalents, Ending	$ 1,694,830	$ 2,221,321
Supplemental Cash Flow Disclosures		
Cash paid for interest	$ 5,426	$ 15,745

See notes to financial statements

1. Summary of Significant Accounting Policies

Nature of Operations

World Inspection Network International LLC (the Company) is engaged in the business of offering franchises, which operate WIN Home Inspection offices. Agamya Franchise Holdings LLC (the Parent) is the sole member of the Company.

The following table summarizes the franchise activity for the Company as of December 31, 2024:

	2024	2023
Franchises at the beginning of the period	278	259
Franchises sold and opened	21	39
Franchises sold but not yet opened	10	8
Franchises retired	(6)	(1)
Franchises terminated	(22)	(27)
Franchises at the end of the period	281	278

Use of Estimates

The preparation of financial statement in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company defines cash and cash equivalents as highly liquid, short-term investments with a maturity at the date of acquisition of three months or less. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash deposits maintained at banks, which at times may exceed federally insured limits. The Company also maintains investable funds with financial institutions in the form of interest-bearing money market accounts. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $250,000. The Company has not experienced any losses in such accounts and does not believe it is exposed to significant credit risk.

Accounts Receivable and Allowance for Credit Losses

The Company recognizes an allowance for credit losses for trade and other receivables to present the net amount expected to be collected as of the balance sheet date. Such allowance is based on the credit losses expected to arise over the life of the asset which includes consideration of past events and historical loss experience, current events and also future events based on our expectation as of the balance sheet date. Receivables are written off when the Company determines that such receivables are deemed uncollectible. The Company pools its receivables based on similar risk characteristics in estimating its expected credit losses. In situations where a receivable does not share the same risk characteristics with other receivables, the Company measures those receivables individually. The Company also continuously evaluates such pooling decisions and adjusts as needed from period to period as risk characteristics change.

The Company utilizes the loss rate method in determining its lifetime expected credit losses on its receivables. This method is used for calculating an estimate of losses based primarily on the Company's historical loss experience. In determining its loss rates, the Company evaluates information related to its historical losses, adjusted for current conditions and further adjusted for the period of time that can be reasonably forecasted. Qualitative and quantitative adjustments related to current conditions and the reasonable and supportable forecast period consider all the following: past due receivables, the customer creditworthiness, changes in the terms of receivables, effect of other external forces such as competition and legal and regulatory requirements on the level of estimated credit losses in the existing receivables. For receivables that are not expected to be collected within the normal business cycle, the Company considers current and forecasted direction of the economic and business environment. Such forecasted information includes GDP growth, unemployment rates and interest rates amongst others. Based on historical experience and management's analysis of individual accounts, an allowance for credit losses of $39,979 and $29,848 was recorded as of December 31, 2024 and 2023, respectively. The Company charges interest on past due accounts receivable.

Contract Costs

The Company incurs certain direct incremental costs in order to obtain some franchise agreements. Such costs are capitalized and subsequently amortized over the first noncancelable period of the franchise agreement, which are included in prepaid expenses and other current assets on the balance sheets. In the event a franchise agreement is terminated prior to the end of the first noncancelable period, any unamortized cost is immediately expensed.

Inventories

Inventories consist of inspection report binders, marketing materials and training materials for sale to the franchisees at cost and are valued at lower of cost and market using the first-in, first-out (FIFO) method or net realizable value.

Franchise Agreements

When an individual franchise is sold, the Company agrees to provide certain services to the franchisee. Generally, these services may include training, marketing support, technology support and organizing an annual convention.

The Company was assigned franchise agreements which were included in the acquisition of World Inspection Network International, Inc. The franchise agreements are considered customer-related intangibles and have therefore not been separated from goodwill acquired.

Goodwill and Intangible Assets

Goodwill represents the excess of the purchase price over the fair value of identifiable tangible and intangible net assets relating to the business acquisition of World Inspection Network International, Inc. The Company amortizes goodwill using the straight-line method over 10 years. The Company has elected to test goodwill for impairment at the entity level when a triggering event has occurred. A triggering event may indicate the fair value of the entity's goodwill is below the carrying value. The Company has determined that no triggering events occurred during the years ended December 31, 2024 and 2023.

Intangible assets include tradenames and business materials. Identifiable intangible asset costs are capitalized and amortized on a straight-line basis over their estimated useful lives. The Company amortizes tradenames and business materials, using the straight-line method, over 15 and 10 years, respectively. Intangible assets are reviewed for impairment whenever events or circumstances indicate that their carrying amount may not be recoverable. There have been no such impairment losses to date.

Leases

The Company recognizes the assets and liabilities that arise from leases on the balance sheet. At lease inception, leases are classified as either finance leases or operating leases with the associated right-of-use asset and lease liability measured at the net present value of future lease payments. Operating lease right-of-use assets are expensed on a straight-line basis as lease expense over the noncancelable lease term. Expenses for finance leases are comprised of the amortization of the right-of-use asset and interest expense recognized based on the effective interest method. The Company has no finance leases.

The Company has elected the accounting policy not to separate lease and nonlease components for the initial and subsequent measurement of lease liabilities for all asset classes. When the rate implicit in the lease is not determinable, rather than use the Company's incremental borrowing rate, the Company has elected to use a risk-free discount rate for the initial and subsequent measurement of lease liabilities for all asset classes. The Company has elected not to apply the recognition requirements to all leases with an original term of 12 months or less, for which the Company is not likely to exercise a renewal option or purchase the asset at the end of the lease; rather, short-term leases will continue to be recorded on a straight-line basis over the lease term.

To date, the Company has not recorded right-of-use assets and lease liabilities. The one lease held by the Company is classified as a short-term lease and the applicable practical expedient was applied. Lease expense of $43,919 and $29,986 was included in operating expenses on the statements of income for the years ended December 31, 2024 and 2023, respectively.

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated future cash flows from the use of the asset are less than the carrying amount of that asset. To date, there have been no such losses.

Revenue Recognition

The Company generates all of its revenue from contracts with customers. Revenue is recognized upon transfer of control of promised products and services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. The Company determines revenue recognition through the following steps:

- Identification of the contract or contracts with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when or as, the Company satisfies a performance obligation

A performance obligation is defined as a promise in a contract with a customer to transfer products or services that are distinct. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as one unit of accounting may require significant judgment.

The Company allocates the transaction price to each performance obligation on a relative standalone selling price (SSP) basis. The SSP is the price at which the Company would sell a promised product or service separately to a customer. Judgment is required to determine the SSP for each distinct performance obligation.

The Company's franchise agreements promise the following products or services to the customer:

- Intellectual Property license grants a nonexclusive, limited revocable license to the common use and promotion of trademarks and tradenames
- Operations Manual and training services provide operational assistance unique to the Company's brand, business model and standards
- One inspection tablet with certain computer software
- Startup Marketing Program provides franchisees with digital marketing services to help reach out to referral sources within the applicable territory upon the launch of the franchisees' businesses
- Annual convention provided for franchisees to gather and attend educational seminars and brand informational presentations, for which the initial year is included in the upfront franchise fee

The Company considers the inspection tablet to be a distinct performance obligation as it has stand-alone value to the customer and is not highly interdependent or highly interrelated with the franchise license and is recorded as other revenues in the statements of income.

The Company concluded that the remaining benefits are highly related and all combined into a single performance obligation, a license of symbolic intellectual property, which is delivered over time. While the underlying services may vary from day to day, the nature of the promises are the same each day, other than the annual convention, which is recognized in the month the service is provided and the franchisee can independently benefit from each day's services. Initial and renewal franchise fees are due upon the granting of the franchise and are deferred and recognized as revenue over the original franchise term, which is generally between 5 and 10 years.

In addition to initial and renewal franchise fees, the Company also receives monthly fees for usage of certain Company provided software, a percentage of sales each month from the franchisees as royalty and Brand Fund contributions and fixed fee per inspection order for WIN Home Inspection Report Product (WHIRP). Revenues from these sources are recorded each month as the services are provided and based on reported franchisee sales.

The Company has other performance obligations associated with contracts with customers for additional training, product sales, assignment fees and event-based revenue from the annual convention, for which revenue is recognized as other revenues in the statements of income in the month the service is provided.

Capitalized Internal-Use Software Development Costs

GAAP requires the capitalization of qualifying software development costs, which are incurred during the application development stage or the post-implementation operations stage. Capitalization of such costs begins when the preliminary project stage is complete and ceases when the Project is substantially complete and ready for its intended purpose. Costs associated with significant upgrades or enhancements to the existing internal-use software that result in additional functionality qualify for capitalization during the post-implementation operations stage, whereas maintenance, minor upgrades and enhancements are expensed as incurred. Capitalized software is amortized using the straight-line method over an estimated useful life of two years. Prior to December 31, 2023, development costs related to internal-use software were insignificant and therefore, the Company had expensed all internal-use software development costs as incurred. During the year ended December 31, 2024, the Company capitalized internal-use software development costs of $218,439. Amortization expense included in operating expenses on the statements of income was $48,392 and $0 years ended December 31, 2024 and 2023, respectively. The net book value of capitalized software was $170,047 and $0 as of December 31, 2024 and 2023, respectively

Advertising

In accordance with all signed franchise agreements, franchisees are required to contribute to the WIN System Brand Fund. The fund is to be used with the objective of protecting and enhancing the Company's brand and system, including by conducting brand advertising, marketing, promotional and public relations campaigns. Net advertising expense was $1,035,536 and $954,479 for the years ended December 31, 2024 and 2023, respectively. Actual advertising expenditure was $1,431,486 and $2,104,677 for the years ended December 31, 2024 and 2023, respectively.

Generally, the Company is contractually obligated to expend the System Brand Fund fees collected from franchisees in accordance with the franchise agreements; as such, revenues earned in excess of costs incurred are accrued as a liability for future advertising costs. Any such amounts are included in accrued expenses on the balance sheets. In the event the Company's expenditures for the System Brand Fund in any one fiscal year exceeds the total amount contributed to the System Brand Fund during such fiscal year, the Company has the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the System Brand Fund or to use such excess as a credit against its future contributions. As of December 31, 2024 and 2023, the Company has incurred costs in excess of revenues earned of $2,704,695 and $2,303,844, respectively. Any such amounts are included in prepaid expenses and other current assets or other long-term assets on the balance sheets based on the expected System Brand Fund fees to be collected in the next twelve months. The Company had prepaid expenses and other current assets of $1,077,266 and $1,002,203 and other long-term assets of $1,627,429 and $1,301,641 as of December 31, 2024 and 2023, respectively.

Income Taxes

The Company is treated as a limited liability company (LLC) for federal and state income tax purposes. As such, the Company's income, losses and credits are included in the income tax returns of its member. The Company is subject to certain state income taxes. The Company and its member elected pass-through entity tax in certain states for the years ended December 31, 2024 and 2023, which is reflected within distributions on the accompanying statements of member's equity. For the years ended December 31, 2024 and 2023, distributions for pass-through entity tax totaled $42,356 and $111,552, respectively.

The Company is subject to the accounting standard for uncertainty in income taxes. The standard only applies to taxes based on income that are imposed on the Company. It does not apply to tax or income that is passed through to the member. Thus, the standard has limited applicability to the Company due to its status as an LLC and will generally only apply to state income taxes imposed on the Company. Under the standard, the tax effects from an uncertain tax position can be recognized in the financial statements only if the position is more likely than not to be sustained on audit, based on the technical merits of the position. When applicable, interest and penalties on uncertain tax positions are calculated based on the guidance from the relevant tax authority. The Company is subject to tax examinations for its tax returns but is not currently under examination by any tax jurisdiction. The Company did not have any uncertain tax positions as of December 31, 2024 and 2023.

Fair Value of Financial Instruments

The Company is subject to the accounting standard for fair value measurements, which provides a framework for measuring, reporting and disclosing fair value under GAAP. This applies to all assets and liabilities that are measured, reported and/or disclosed on a fair value basis.

Cash and cash equivalents are stated at cost, which approximates fair market value. The Company's short-term financial instruments consist of the following: accounts receivable and accounts payable. The carrying values of these short-term financial instruments approximate their estimated fair values based on the instruments short-term nature. The fair value of the Company's notes receivable and notes payable, is estimated based on current rates for similar instruments with the same remaining maturities. The Company believes that the carrying value of the notes receivable and notes payable, estimates fair value.

Adoption of New Accounting Standards

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments—Credit Losses (Topic 326)*. The ASU introduces a new credit loss methodology, *Current Expected Credit Losses (CECL),* which requires earlier recognition of credit losses, while also providing additional transparency about credit risk. Since its original issuance in 2016, the FASB has issued several updates to the original ASU. The CECL methodology utilizes a lifetime *expected credit loss* measurement objective for the recognition of credit losses at the time the financial asset is originated or acquired. The expected credit losses are adjusted each period for changes in expected lifetime credit losses. The methodology replaces the multiple existing impairment methods in current GAAP, which generally require that a loss be incurred before it is recognized. On January 1, 2023, the Company adopted the ASU using a modified retrospective approach. There was no adjustment to the accumulated deficit upon adoption.

2. Notes Receivable

The Company carries its notes receivable with franchisees at the principal amount due.

Interest is accrued monthly and ranges up to 5%. Loans that become past due receive increased scrutiny and attention from management. If necessary, they are placed on nonaccrual status. No loans have been placed on nonaccrual status as of December 31, 2024 and 2023.

The estimated aggregate maturities of the notes as of December 31, 2024 are as follows:

Years ending December 31:	
2025	$ 82,194
2026	26,553
2027	13,055
2028	10,190
2029	955
Total	$ 132,947

3. Goodwill and Intangible Assets

Goodwill and intangible assets of the Company as of December 31, 2024 are summarized as follows:

	Gross Carrying Value	Accumulated Amortization	Net Book Value
Goodwill, net	$ 4,090,455	$ (2,505,259)	$ 1,585,196
Intangible assets:			
Business materials	$ 312,000	$ (192,400)	$ 119,600
Tradenames	283,000	(116,346)	166,654
Intangible assets, net	$ 595,000	$ (308,746)	$ 286,254

Goodwill and intangible assets of the Company as of December 31, 2023 are summarized as follows:

	Gross Carrying Value	Accumulated Amortization	Net Book Value
Goodwill, net	$ 4,090,455	$ (2,096,213)	$ 1,994,242
Intangible assets:			
Business materials	$ 312,000	$ (161,200)	$ 150,800
Tradenames	283,000	(97,479)	185,521
Intangible assets, net	$ 595,000	$ (258,679)	$ 336,321

Amortization expense was $459,113 for the years ended December 31, 2024 and 2023.

Future estimated amortization over the next five years as of December 31, 2024 is as follows:

	Goodwill	Business Materials	Tradenames
Years ending December 31:			
2025	$ 409,046	$ 31,200	$ 18,867
2026	409,046	31,200	18,867
2027	409,046	31,200	18,867
2028	358,058	26,000	18,867
2029	-	-	18,867
Thereafter	-	-	72,319
Total	$ 1,585,196	$ 119,600	$ 166,654

4. Line of Credit

The Company maintains a line of credit from a bank with a borrowing capacity of up to $250,000 that is renewed annually. In September 2024, the line of credit was amended and the maturity date was extended to July 22, 2025. The line of credit has an interest rate equal to the prime rate, with a minimum rate of 3.25%. The interest rate was 7.50% and 8.50% as of December 31, 2024 and 2023, respectively. There was $0 outstanding on the line of credit as of December 31, 2024 and 2023. The line of credit is collateralized by substantially all of the assets of the Company.

5. Notes Payable, Bank

In August 2020, the Company obtained a loan for $150,000 through the Economic Injury Disaster Loan (EIDL) program in response to the coronavirus crisis. Interest accrues at an annual rate of 3.75%. Equal monthly payments, including principal and interest, of $731 commenced June 2021 and continue until the maturity date of March 17, 2050. The loan is collateralized by substantially all of the assets of the Company. The loan requires that all proceeds be used solely as working capital to alleviate economic injury from the coronavirus crisis. There was $142,787 and $146,133 outstanding on the note as of December 31, 2024 and 2023, respectively.

The future maturities of the notes payable, bank as of December 31, 2024 are as follows:

Years ending December 31:	
2025	$ 3,477
2026	3,610
2027	3,747
2028	3,877
2029	4,038
Thereafter	124,038
Total	$ 142,787

6. Related-Party Transactions

The Company maintains a management agreement with the Parent and its affiliates, to provide the Company with various operational related management services. Under the terms of the agreement, the Company is charged annual management fees equal to the greater of $100,000 or 5% of the Company's annual earnings before interest, taxes, depreciation and amortization. The management fee is payable in quarterly installments. The Company incurred and paid $100,000 of management fees for the years ended December 31, 2024 and 2023.

The Company also made payments of $1,005,000 and $901,000 to related parties for internal-use software development and marketing, operation, franchise and administrative support for the years ended December 31, 2024 and 2023, respectively. The Company had $74,000 and $50,000 due to related parties as of December 31, 2024 and 2023, respectively, which is included in accrued expenses.

7. Employee Benefit Plan

The Company offers a defined contribution plan which is qualified under Section 401(k) of the Internal Revenue Code (IRC). All active employees are eligible to participate. Under the plan, subject to IRC limits, the Company contributes a safe harbor matching contribution of 100% of the first 4% of eligible compensation that employees defer upon. Company contributions to the plan were $48,121 and $42,012 for the years ended December 31, 2024 and 2023, respectively.

8. Subsequent Events

The Company has evaluated subsequent events occurring through March 14, 2025, the date that the financial statements were available to be issued for events requiring recording or disclosure in the Company's financial statements.

EXHIBIT D

LIST OF CURRENT AND FORMER FRANCHISEES AS OF DECEMBER 31, 2025

ALABAMA

Steve Holmes steve.holmes@wini.com Fairhope, AL 36532 (251) 270-6050	Rodney Hartsfield rhartsfield@wini.com Prattville, AL 36066 (334) 568-0911	

ARIZONA

Tyler Thomas (x2) tthomas@wini.com Chandler, AZ 85246 (480) 652-1144	Dave Fisch (x2) dfisch@wini.com Oro Valley, AZ 85737 (520) 467-6135	Chris Rettkowski (x2) crettkowski@wini.com Peoria, AZ 85383 (253) 508-6217
Justin Washburn (x3) jwashburn@wini.com Phoenix, AZ 85048 (623) 535-9336	Leonard Curto lcurto@wini.com Phoenix, AZ 85083 (602) 550-0665	Shawn Degan sdegan@wini.com Tucson, AZ 85747 (520) 278-5615

CALIFORNIA

Aaron Espe aespe@wini.com Aptos, CA 95003 (831) 529-6876	Rob Penticoff rpenticoff@wini.com Brea, CA 92821 (714) 455-8854	Gilbert Rodriguez (x3) grodriguez@wini.com Clovis, CA 93723 (559) 299-2838
Paul Mezzetta pmezzetta@wini.com Danville, CA 94526 (925) 244-1451	Robert Vierra (x4) rvierra@wini.com Hollister, CA 95023 (831) 637-2194	Dave Paveloff dpaveloff@wini.com Indio, CA 92201 (760) 313-7607
Arshia Keivan (x2) akeivan@wini.com Irvine, CA 92618 (949) 424-2969	Jonathan Crowder jcrowder@wini.com Citrus Heights, CA 95610 (916) 469-1522	Rob Blackstone rblackstone@wini.com Madera, CA 93637 (559) 674-5332
Donald DuBois ddubois@wini.com Mentone, CA 92359 (909) 825-1289	Gabe Amparan (x2) gamparan@wini.com Redlands, CA 92374 (909) 660-7117	Dan Silver dsilver@wini.com Roseville, CA 95747 (916) 771-0101
Craig Schaffer cschaffer@wini.com Rowland Heights, CA 91748 (626) 404-2066	Damien Devine ddevine@wini.com San Diego, CA 92119 (619) 393-4805	

Ramon Bedolla rbedolla@wini.com Dinuba, CA 93618 (559) 390-4870	Geoffrey Wilson gwilson@wini.com Shingle Springs, CA 95682 (530) 344-8118	Fernando Molina (x2) fmolina@wini.com Stockton, CA 95203 (209) 227-3990
John Maldonado jmaldonado@wini.com Tracy, CA 95377 (209) 362-6009	Nathan Houck (x3) nhouck@wini.com Visalia, CA 93291 (559) 697-1833	Erica Miller (x3) emiller@wini.com Yucaipa, CA 92399 (909) 797-7800

COLORADO

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Josh Johnson (x2) jjohnson@wini.com Denver, CO 80205 (303) 223-4270	A.J. Doughty adoughty@wini.com Denver, CO 80227 (307) 220-2097	Michael Bergren (x2) mbergren@wini.com Ft. Collins, CO 80513 (970) 682-5004
Patrick Ritchie (x3) pritchie@wini.com Greeley, CO 80633 (970) 833-5139	Joe DeAguero jdeaguero@wini.com Wheat Ridge, CO 80033 (303) 531-7350	Tom Dilulio tdiiulio@wini.com Highlands Ranch, CO 80129 (303) 346-1051

FLORIDA

Chris Gordon cgordon@wini.com Ave Maria, FL 34142 (239) 324-0513	Jason Vernier (x3) jvernier@wini.com Cape Coral, FL 33993 (239) 355-8581	Jim and Kat Schweitzer jschweitzer@wini.com Clermont, FL 34711 (352) 450-5016
Ray Hires rhires@wini.com Blountstown, FL 32424 (850) 203-9602	Geffrey Rutgers grutgers@wini.com Wesley Chapel, FL 33545 (813) 522-3777	Dennis McGinley dmcginley@wini.com Miami, FL 33186 (305) 564-9720
Israel Alvarez Jr. ialvarez@wini.com Naples, FL 34116 (239) 427-2900	Joe & Denise Cardo jcardo@wini.com Sebastian, FL 32958 (772) 228-9201	Joshua Story jstory@wini.com Navarre, FL 32566 (850) 331-9832
Michael Moore mmoore@wini.com Palm Beach Gardens, FL 33410 (561) 876-5755	Jason Lyday jlyday@wini.com Palmetto, FL 34221 (941) 239-0734	Jose Sanchez jsanchez@wini.com Saint Cloud, FL 34771 (407) 499-3200

Dustin Willis dwillis@wini.com St. Augustine, FL 32084 (904) 231-9080		

GEORGIA

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Justin Andresen jandresen@wini.com Monticello, GA 31064 (678) 203-6617	Randy Dutson rdutson@wini.com Savannah, GA 31410 (877) 202-2585	David Odom (x2) dodom@wini.com Warner Robins, GA 31088 (478) 207-7050
James Leary jleary@wini.com Stockbridge, GA 30281 (678) 272-1417		

IDAHO

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ILLINOIS

John Baker jbaker@wini.com Chicago, IL 60626 (847) 829-0037	David Davis ddavis@wini.com Dowell, IL 62927 (618) 218-6531	Kenneth Stafford kstafford@wini.com Libertyville, IL 60048 (847) 495-2412
Syed Ahmed sahmed@wini.com Lincolnwood, IL 60712 (773) 352-1509	John Frasik jfrasik@wini.com Wonder Lake, IL 60097 (815) 653-0600	

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KENTUCKY

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MAINE

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MICHIGAN

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Jeff Starr jstarr@wini.com New Baltimore, MI 48047 (586) 500-0099	Michael Steffes msteffes@wini.com Canton, MI 48188 (734) 768-0484	Jerry Endres jendres@wini.com Interlochen, MI 49643 (231) 938-0700
Mike Finch mfinch@wini.com Lake Orion, MI 48359 (248) 690-5381		

MINNESOTA

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John Roach jroach@wini.com Wentzville, MO 63385 (636) 445-0969		

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NEW HAMPSHIRE

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OKLAHOMA

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Roger Schilling rschilling@wini.com Wagoner, OK 74467 (918) 614-9100		

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PENNSYLVANIA

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Robert Krause rkrause@wini.com Stroudsburg, PA 18360 (570) 300-4054	Andrei Jablokow (x2) ajablokow@wini.com Lansdale, PA 19446 (267) 641-8621	Ara Jones (x2) ajones@wini.com Leechburg, PA 15656 (724) 600-4591

RHODE ISLAND

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TENNESSEE

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Juan Laredo (x2) jlaredo@wini.com Hendersonville, TN 37075 (615) 338-5090	Eddie Parker eparker@wini.com Collierville, TN 38017 (901) 610-2662	Jay Emberton (x2) jemberton@wini.com Johnson City, TN 37604 (423) 767-2946

TEXAS

Mark & Joelene Slocum (x2) mslocum@wini.com Aledo, TX 76008 (817) 443-3606 (682) 561-5166	Mark McKnight (x2) mmcknight@wini.com Amarillo, TX 79424 (806) 500-2236	Jeremy Perkins jperkins@wini.com Prosper, TX 75078 (469) 530-3999
Joshua Brewer jbrewer@wini.com Fort Worth, TX 76179 (817) 415-9914	Mike Vanbecelaere mvanbecelaere@wini.com Leander, TX 78641 (737) 843-0188	James Jaeger jjaeger@wini.com Medina, TX 78055 (803) 612-0350

UTAH

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Jason Chambers jchambers@wini.com Saratoga Springs, UT 84045 (801) 917-6566	John Young (x2) jyoung@wini.com Springville, UT 84663 (801) 477-5862	Desai Madrigal (x2) dmadrigal@wini.com Washington, UT 84780 (435) 248-2550

VIRGINIA

Tim Robinson trobinson@wini.com North Garden, VA 22959 (434) 484-1717	Ken Lowry klowry@wini.com Chesapeake, VA 23322 (757) 447-7714	Jeremy Talbott jtalbott@wini.com Colonial Heights, VA 23834 (804) 255-9681

WASHINGTON

Chris Rettkowski crettkowski@wini.com Auburn, WA 98071 (253) 720-0390	Steve Wentzel swentzel@wini.com Woodway, WA 98020 (425) 787-3060	Mike Knight mknight@wini.com Bellevue, WA 98004 (206) 484-5004
Brian Fish (x3) bfish@wini.com Mount Vernon, WA 98274 (360) 320-8133	Darryl Beliel dbeliel@wini.com Redmond, WA 98053 (425) 836-9498	Dominic Van Der Jagt (x4) dvanderjagt@wini.com Renton, WA 98058 (253) 939-1144
Mike Olson molson@wini.com Seattle, WA 98102 (425) 890-1348	Jeff Williams (x3) jwilliams@wini.com Seattle, WA 98125 (206) 542-7735 (206) 526-1940	John Benz (x2) jbenz@wini.com Seattle, WA 98136 (206) 949-5105

Brandon Bons bbons@wini.com Tacoma, WA 98444 (808) 333-7200	Pete and Beth Sutch (x2) psutch@wini.com Tumwater, WA 98501 (360) 709-0221	Jeffrey Coughlin jcoughlin@wini.com Vancouver, WA 98665 (360) 326-8070
Adam Briels (x2) abriels@wini.com Woodinville, WA 98072 (425) 497-9629		

WISCONSIN

Tim Benskin (x2) tbenskin@wini.com Beloit, WI 53511 (608) 313-4960	Jerod Blomberg jblomberg@wini.com Rib Lake, WI 54470 (714) 457-6478	

WYOMING

Patrick Ritchie pritchie@wini.com Greeley, CO 80633 (970) 833-5139		

*****LIST OF FRANCHISEES THAT HAVE SIGNED A FRANCHISE AGREEMENT BUT HAVE NOT YET OPENED THEIR FRANCHISED BUSINESS AS OF DECEMBER 31, 2025**

CALIFORNIA Scott Russon^ srusson@wini.com Canyon Country, CA 91351 (661) 347-5960	**FLORIDA** Tim Dornford^ tdornford@wini.com Miami, FL 33161 (954) 592-4924	**FLORIDA** Johnny Pineyro^ jpineyro@wini.com Orlando, FL 32819 (786) 525-6776
GEORGIA Kenny Perez^ kperez@wini.com Lakeland, GA 31635 (229) 236-4322	**GEORGIA** Michael Strickland^ mstrickland@wini.com Lagrange, GA 30240 (706) 350-5278	**MICHIGAN** Nickia Williams^ nwilliams@wini.com Detroit, MI 48228 (616) 329-7671
NEW JERSEY Rose Registre^ rregistre@wini.com Livingston, NJ 07039 (973) 259-6795	**SOUTH CAROLINA** Chris Howell^ chowell@wini.com Goose Creek, SC 29445 (843) 580-2996	

Notes:

- ^indicates franchisees who have signed a franchise agreement but not yet opened their Franchised Business as of December 31, 2025.
- "(x Number)" indicates the number of territories the franchisee operates, if the franchisee operates in more than one territory.

LIST OF FORMER FRANCHISEES AS OF DECEMBER 31, 2025

List of franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the 12-month period ending December 31, 2025, or who has not communicated with WIN within 10 weeks of the date of this Franchise Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the WIN Home Inspection System.

TRANSFER / SALE OF BUSINESS:

CALIFORNIA Dennis Spencer Aptos, CA 95003 (831) 621-6233	**COLORADO** Charlie Glahe (x2) Denver, CO 80238 (303) 464-1449	**COLORADO** Bret King Greeley, CO 80634 (970) 238-8333	**NEVADA** Phil Whalen Las Vegas, NV 89128 (702) 645-5481
OREGON Don King Medford, OR 97501 (541) 770-5858	**TENNESSEE** Kevin Staggs Columbia, TN 38401 (931) 223-5353	**WASHINGTON** Erik Christenson Bellevue, WA 98007 (425) 868-1408	**WASHINGTON** John Blough Issaquah, WA 98027 (425) 895-9526

TERMINATED / NOT RENEWED:

ARIZONA Robert Bremner (x2) Mesa, AZ 85233 (480) 844-2882	**ARIZONA** Chris Rettkowski Peoria, AZ 85383 (253) 508-6217	**CALIFORNIA** Paul Colley La Quinta, CA 92248 (760) 777-0125	**CALIFORNIA** Dan McPhee (x2) San Mateo, CA 94402 (650) 375-0400
COLORADO Scott Elder Arvada, CO 80403 (720) 504-3800	**CONNECTICUT** Mathew Cyr Brookfield, CT 06804 (203) 312-3831	**CONNECTICUT** William Mitchell Winsted, CT 06098 (860) 909-4887	**FLORIDA** Jeff Berryhill Longwood, FL 32750 (407) 636-2007
FLORIDA Robert Compton Apopka, FL 32712 (407) 330-6805	**FLORIDA** Michael Thibodeaux Cantonment, FL 32533 (850) 462-2272	**FLORIDA** Rob Kuntz Tampa, FL 33646 (813) 774-1080	**FLORIDA** Jonathan Jones Navarre, FL 32566 (850) 710-0014

FLORIDA Jeffrey Paulson (x2) Port St. Lucie, FL 34986 (772) 236-3070	**GEORGIA** James Furr Winston, GA 30122 (770) 742-6009	**ILLINOIS** Paul Stout (x2) Round Lake Beach, IL 60073 (847) 380-6952	**KANSAS** Matt Bailey Overland Park, KS 66214 (913) 599-0230
MICHIGAN Joe Miko Clinton Township, MI 38038 (586) 217-2244	**MICHIGAN** Ryan Kearns Auburn Hills, MI 48362 (248) 621-0400	**MARYLAND** Todd Lesnett Smithburg, MD 21783 (301) 798-4520	**NORTH CAROLINA** Dennis Foltz Jarvisburg, NC 27947 (252) 254-5355
NEBRASKA Joseph Mitchell (x2) Bellevue, NE 68005 (402) 319-2250	**NEW JERSEY** Fred Szwed Little Egg Harbor Tw, NJ 08087 (609) 215-8266	**NEW MEXICO** Jeff Brown (x2) Rio Rancho, NM 87174 (505) 892-5599	**OHIO** Tim Paine Vermilion, OH 44089 (440) 723-3800
PENNSYLVANIA Steve DiSalvio Holland, PA 18966 (215) 995-2715	**PENNSYLVANIA** Steven Borkowski Conshohocken, PA 19428 (484) 260-1908	**TENNESSEE** Greg Johns Cookeville, TN 38501 (931) 520-0509	**TENNESSEE** Michael Jones Clarksville, TN 37040 (931) 202-8657
TENNESSEE Tom Andriopoulos Knoxville, TN 37938 (865) 973-9966	**TEXAS** Caleb Ruthstrom Orange, TX 77632 (409) 247-5707	**TEXAS** Jonathan Castillo Arlington, TX 76015 (214) 216-0332	**UTAH** Glenn Wright Brigham City, UT 84302 (435) 515-0086
VIRGINIA Robert Ormerod (x2) Broad Run, VA 20137 (540) 935-2121	**WASHINGTON** Lucas Farmer Shelton, WA 98584 (360) 813-7227	**WASHINGTON** Allen Lutes Olympia, WA 98501 (360) 280-0344	

Notes:

- "(x Number)" indicates the number of territories the franchisee operated, if the franchisee operated more than one territory.

EXHIBIT E
STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677 (Toll Free)
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 205 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	200 West Washington Street, Room 201 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Corporate Oversight Division	G. Mennen Williams Building, 5th Floor 525 West Ottawa Street Lansing, MI 48913
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue Albany, NY 12231-0001 518-473-2492
North Dakota	Insurance Commissioner North Dakota Insurance & Securities Department	600 East Boulevard Avenue, Dept. 401 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 68-2 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington (State Administrator)	Department of Financial Institutions Securities Division	P.O. Box 41200 Olympia, WA 98504-1200 360-902-8760
Washington (Agent)	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT F

FORM GENERAL RELEASE

GENERAL RELEASE

This GENERAL RELEASE (the "Agreement") is entered into as of _____, 20_____ (the "Effective Date") by and between World Inspection Network International LLC, a Delaware limited liability company ("Franchisor") and _____ ("Franchisee").

A. On or about _____, Franchisor and Franchisee entered into that WIN franchise agreement ("Franchise Agreement") for the right to operate a WIN Business within the following territory: _____.

B. [Describe the reason the parties are entering into this Agreement].

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisor and Franchisee agree as follows:

1. General Release. Franchisee, for itself and for its heirs, executors, administrators and assigns, does hereby release and forever discharge Franchisor and all of its current and former shareholders, directors, officers, employees, and agents, and their successors, heirs, executors, administrators and assigns, along with any affiliates or subsidiaries (collectively, the "WIN Released Parties") of and from any and all known or unknown claims that have been made, could have been made or might hereafter be made, against the WIN Released Parties, or that arise out of, are related to, or are in any manner connected to the Franchise Agreement, as well as from any and all known or unknown claims, demands, causes of action, suits and/or liabilities whatsoever, both at law and in equity, that Franchisee ever had, now have or that it or its heirs, executors, administrators or assigns hereafter can, shall or may have against the WIN Released Parties, or any one of them, jointly or severally, for or by reason of any matter, cause or thing whatsoever, from any time prior to the Effective Date of this Agreement, the intention of this provision being to release completely, absolutely, and finally the WIN Released Parties from all liabilities arising from any matter or thing arising out of, relating to or pertaining to the Franchise Agreement.[1]

2. Survival of Rights. All rights and obligations created under this Agreement, including, without limitation, the releases contained in it, will survive the execution of this Agreement, as well as the execution of any other agreements that may be entered into between or among Franchisor or Franchisee.

3. Authority to Execute. Each person executing this Agreement on behalf of any of the parties to it represents and warrants that he or she has the authority to execute this Agreement, and that all necessary action for the execution of this Agreement has been taken. By signing below, each person and entity included as a part of "Franchisee" is signing not only on behalf of himself or herself but also as an authorized representative of any and all entities included within the definition of "Franchisee."

4. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns in interest of the parties to this Agreement. The release herein of claims against the WIN Released Parties is binding upon the principals, agents, representatives, successors

[1] This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

and assigns of Franchisee, and will also inure to the benefit of all other persons, firms, corporations, agents, or principals against whom the claims released in this Agreement might be asserted.

5. Applicable Law, Jurisdiction and Venue. This Agreement, the rights granted and the relationship created hereunder shall be governed, interpreted, and construed in all respects laws of the state of Delaware, without regard to any conflict of laws principles under Delaware law. Franchisee agrees that any legal action arising out of, relating to, or in any way connected with this Agreement shall be brought in the United States District Court for the Northern District of Illinois or in the courts of the state of Illinois located in Cook County. Franchisee hereby irrevocably submits to the jurisdiction of those courts to the exclusion of any others and waives any objections to the jurisdiction or to the venue of those courts.

6. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which, when signed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Agreement and all other documents related to this Agreement may be executed with full legal force and effect by manual or electronic signatures. Either party may rely on the receipt of a document executed or delivered electronically, as if an original had been received.

FRANCHISEE:	**FRANCHISEE:**
(IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP)	(IF YOU ARE AN INDIVIDUAL)
_____ Entity Name	_____ Signature
_____ Signature	_____ Print Name
Print Name: _____	_____ Signature
Title: _____	_____ Print Name
Dated: _____	Dated: _____

ACCEPTED as of the Effective Date first above written.

FRANCHISOR:

WORLD INSPECTION NETWORK INTERNATIONAL LLC

By:_____
Its:_____

[ADDITIONAL PROVISIONS FOR CALIFORNIA FRANCHISEES ONLY]

Waiver of Civil Code Section 1542. This Release is intended by Franchisee to be a full and unconditional general release and to constitute a full, unconditional and final accord and satisfaction, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of Franchisee against Franchisor and the other released parties regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. Franchisee hereby expressly, knowingly, and intentionally waives any and all rights, benefits, and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release, as well as under any other statutes or common law principles of similar effect to Section 1542, whether now or hereinafter existing under the laws of California, or any other applicable federal and state law with jurisdiction over the parties' relationship. Franchisee has been made aware of, and understand, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

In making this voluntary express waiver, Franchisee acknowledges that claims or facts in addition to or different from those that are now known or believed to exist with respect to the matters mentioned herein may later be discovered and that it is the intention of Franchisee to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. You acknowledge and agree that the foregoing waiver of Section 1542 is an essential, integral and material term of this Release.

Release Not Admission. Franchisee understands and agrees that the giving or acceptance of this Release and the agreements contained herein shall not constitute or be construed as an admission of any liability by Franchisor or an admission of the validity of any claims made by or against Franchisor.

EXHIBIT G

STATE SPECIFIC ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT H

STATEMENT OF PROSPECTIVE FRANCHISEE

Statement of Prospective Franchisee

Not to be completed or signed by, and will not apply to, any franchisees and franchises that are subject to the Maryland franchise registration / disclosure laws.

This Statement of Prospective Franchisee should not be signed and shall not apply to residents of California or Washington.

Please review each of the following questions very carefully and provide accurate responses:

1. Have you received and reviewed the World Inspection Network International LLC ("WIN") Franchise Disclosure Document (**"**FDD**"**)?

Yes _____ No _____

2. Did you receive the FDD at least 14 days prior to today and give us a signed receipt from your copy of the FDD indicating the actual date you received the FDD?

Yes _____ No _____

3. Which WIN representative(s) acted as a franchise seller by communicating with you prior to the execution of the franchise agreement?

Praful Mittal: ____
Patrick Marron: ____
Other (please list): _____

4. Have the WIN representative(s) answered all of your questions regarding the FDD, Franchise Agreement and other exhibits in the FDD?

Yes _____ No _____

If "No", what parts of the FDD, Franchise Agreement and/or other exhibits in the FDD do you not understand? (Attach additional pages if necessary.)

_____

5. Have you discussed the FDD, Franchise Agreement and/or other exhibits in the FDD with an attorney, accountant, or other professional advisor?

Yes _____ No _____ If "No", do you wish to have more time to do so? Yes _____ No _____

6. Have any WIN representative(s) made any statement or promise concerning the amount of revenues, profits, or money you may earn other than the financial performance representation made in Item 19 of the FDD you received?

Yes _____ No _____

7. Have any WIN representative(s) made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD you received?

Yes _____ No _____

8. Have you entered into any binding agreement with us concerning the purchase of this franchise prior to today?

Yes _____ No _____

9. Have you paid any money to us related to this Franchise Agreement and franchise sale before today?

Yes _____ No _____

10. If you have answered "Yes" to any one of questions 6-9, please provide a full explanation of each "Yes" answer in the following blank. (Attach additional pages if necessary.)

_____

11. Did you receive your Franchise Agreement with all the blanks filled in and exhibits completed at least 7 days prior to today?

Yes _____ No _____

12. In what state do you reside?_____

13. In what state do you intend to operate the franchise? _____

The representations under this Statement of Prospective Franchisee are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Statement of Prospective Franchisee, you are representing that you have responded truthfully to the above questions.

PROSPECTIVE FRANCHISEES:

DATED:_____	DATED:_____
SIGNED:_____	SIGNED:_____
_____	_____
NAME (Please Print)	NAME (Please Print)
_____	_____
Address	Address

EXHIBIT I

STATE EFFECTIVE DATES AND
RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	March 16, 2026
Maryland	Pending
Michigan	March 16, 2026
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

Receipt

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

If World Inspection Network International LLC ("WIN") offers you a franchise, WIN 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 or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration. 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 WIN does not deliver this disclosure document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed in Exhibit E. WIN authorizes the respective state agencies identified on Exhibit E to receive service of process in the particular state.

The Issuance Date of this Disclosure Document is March 16, 2026.

The franchisor is World Inspection Network International LLC, located at 444 W Lake Street, Suite 1700, Chicago, Illinois 60606. Its telephone number is 800-967-8127.

WIN's franchise seller involved in offering and selling the franchise is Patrick Marron or Praful Mittal, at 444 W Lake Street, Suite 1700, Chicago, Illinois 60606, 1-800-967-8127, or is listed below, or will be provided to you separately before you sign a franchise agreement: _____ _____.

I received a disclosure document dated March 16, 2026, that included the following Exhibits:

A.	Franchise Agreement	F.	Form General Release
B.	Operations Manual	G.	Franchise Disclosure Document State Specific Addenda
C.	WIN Financial Statements	H.	Statement of Prospective Franchisee
D.	List of Current and Former Franchisees	I.	State Effective Dates and Receipts
E.	State Administrators and Agents for Service of Process		

Dated: _____, 20_____ _____

Signature

_____

(Printed name of recipient)

KEEP THIS COPY OF THE RECEIPT FOR YOUR OWN RECORDS

Receipt

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

If World Inspection Network International LLC ("WIN") offers you a franchise, WIN 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 or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration. 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 WIN does not deliver this disclosure document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed in Exhibit E. WIN authorizes the respective state agencies identified on Exhibit E to receive service of process in the particular state.

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D.	List of Current and Former Franchisees	I.	State Effective Dates and Receipts
E.	State Administrators and Agents for Service of Process		

Dated: _____, 20_____ _____

Signature

_____

(Printed name of recipient)

Please sign and date both copies of this receipt. Keep one copy (the previous page) for your records and return one copy (this page) by email at fam@winhomeoffice.com or by U.S. Mail addressed to World Inspection Network International LLC, ATTN: Praful Mittal, 444 W Lake Street, Suite 1700, Chicago, IL 60606.