

FRANCHISE DISCLOSURE DOCUMENT



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ASURION TECH REPAIR & SOLUTIONS stores (each an “**ASURION TECH REPAIR & SOLUTIONS Store**” or “**Store**”) and specially equipped ASURION TECH REPAIR & SOLUTIONS vehicles (“**Mobile Units**”) principally offer and sell repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment, and related services and ancillary products, which may include accepting used mobile and other electronic devices in exchange for payment and for purposes of resale. We offer two franchise programs:

1. A single ASURION TECH REPAIR & SOLUTIONS Store with the potential for one or more Mobile Unit(s). The total investment necessary to begin operation ranges from \$118,350 to \$369,555, excluding land. This includes \$62,000 to \$103,500 that must be paid to franchisor or its affiliates.
2. Multiple ASURION TECH REPAIR & SOLUTIONS Stores under an Area Development Agreement. The total investment necessary to enter into an Area Development Agreement ranges from \$25,000 to \$50,000 (\$12,500 per Store, after the first Store), assuming the development of 3 to 5 Stores, which must be paid to franchisor.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Sales Team at franchising@asuriontechrepair.com or (877) 224-4349.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “*A Consumer's Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. 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: May 24, 2022

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 F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G 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 ASURION TECH REPAIR & SOLUTIONS 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 an ASURION TECH REPAIR & SOLUTIONS franchisee?	Item 20 or Exhibit F 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 H.

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

Special Risks to Consider About *This* Franchise

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

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

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.

MICHIGAN NOTICE

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assents to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to sell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offer on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, 670 Law Building, Lansing, MI 48913, (517) 373-7117

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EXHIBITS:

- A. Franchise Agreement
- A-1 Mobile Unit Lease Addendum to Franchise Agreement
- A-2 Satellite Unit Addendum to Franchise Agreement
- B. Area Development Agreement
- B-1 Addendum to Area Development Agreement for Existing Franchisees
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- D. Guaranty
- E. Confidentiality Agreement
- F. System Information
- G. Financial Statements
- H. State Administrators and Agents for Service of Process
- I. Table of Contents of Franchise Operations Manuals
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- K. Template National Account Participation Agreement
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- M. Sublease
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- O. Asset Purchase Agreement
- P. Automotive Rental, Inc. Lease Documents
- Q. Consignment Agreement
- R. Receipts

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, “we,” “us,” “Company” or “Franchisor” means UBIF Franchising Co, a Florida corporation, the franchisor. “You” means the individual, corporation, partnership, limited liability company, or other entity who buys the franchise. If the franchisee will operate through a corporation, partnership, limited liability company, or other entity, “you” also includes the franchisee’s partners, members or shareholders, as applicable (“**Owners**”).

Our principal business address is 2121 S. Hiawassee Rd., Suite 120, Orlando, Florida 32835. We conduct business under the name of our corporation. The principal business address of our agent for service of process in Florida is NRAI Services, Inc. at 1200 South Pine Island Road Broward County Plantation, Florida 33324. Our agents for service of process in other states listed in Exhibit H.

We are a Florida corporation, incorporated on December 12, 2012. We previously offered franchises for locations under the “UBREAKIFIX” trademark but, in order to take advantage of long term business opportunities, starting in September 2021 we began to re-brand the domestic system under the name “ASURION TECH REPAIR & SOLUTIONS” including both our stores (“**ASURION TECH REPAIR & SOLUTIONS Stores**” or “**Stores**”) and specially equipped vehicles operating under the name “ASURION TECH REPAIR & SOLUTIONS” (“**Mobile Units**”). The core underlying business that we are franchising remains the same as the business we have franchised since February 2013. We have not previously engaged in any other line of business. We have been offering franchises for businesses similar to the type offered in this disclosure document since February 2013. The franchised businesses offered in this disclosure document will operate under the ASURION TECH REPAIR & SOLUTIONS name. Our affiliates owned interests in entities that operated 361 Stores on December 31, 2021 that are similar to the franchised Stores that are the subject of this disclosure document. We have not previously offered franchises in any other line of business. We do not intend to operate Stores ourselves, but our affiliates are likely to continue to operate Stores.

We have a parent company, uBreakiFix Holdings Co (“**Parent**”). The Parent was incorporated in Florida on December 22, 2017. As of March 5, 2018, Parent acquired 100% of UBIF Franchising Co. We also have an affiliate, uBreakiFix Repair Parts Co, that provides products or services to our franchisees. Our Parent and affiliate share our agent for service of process and principal business address, and do not offer franchises for Stores or in any other line of business. uBreakiFix Repair Parts Co (referred to in this document as “**Distro**”) was incorporated in Florida on August 31, 2011. Distro operates our distribution center and supplies repair parts and other goods or services to our franchisees and our affiliate-owned Stores. We or one of our affiliates may sublease store premises to some franchisees. We have no predecessors.

In August 2019, Parent became a wholly owned subsidiary of Asurion, LLC, a Delaware limited liability company (“**Asurion**”) with its principal place of business located at 140 11th Avenue North, Nashville, Tennessee 37203. Asurion is a wholly owned subsidiary of Lonestar Intermediate Holdings, LLC, a Delaware limited liability company (“**LIH**”). LIH is a wholly owned subsidiary of Lonestar Intermediate Super Holdings, LLC, a Delaware limited liability company (“**LISH**”). LISH is a wholly owned subsidiary of Asurion Group, Inc. f/k/a NEW Asurion Corporation, a Delaware corporation. LIH’s, LISH’s and Asurion Group, Inc.’s principal place of business is located at 140 11th Avenue North, Nashville, Tennessee 37203.

Our concept was developed by uBreakiFix Co which opened as an online business, in April 2009, and which continues as ubreakifix.com. We have the right to offer franchises under an agreement with uBreakiFix Co. In September 2009, UBIF 1 Co (a previously affiliated company of uBreakiFix Co) opened the first UBREAKIFIX Store. In September 2021, we announced our intent to convert the entire domestic system to

the ASURION TECH REPAIR & SOLUTIONS tradename. The brand conversion is expected to occur in stages and be finalized by the end of 2022.

ASURION TECH REPAIR & SOLUTIONS Stores and Mobile Units principally offer and sell repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment, as well as other related services and ancillary products which we approve from time to time (the “**Approved Products and Services**”), to Residential and Small Business Customers.¹ Some of our affiliate-owned Stores offer a program for purchasing pre-owned mobile and other electronic devices for resale (our “**Device Recommerce Program**”) through ASURION TECH REPAIR & SOLUTIONS Stores. In the future, we may offer the Device Recommerce Program to all franchisees who are eligible to participate. In the future, we may also offer the opportunity to sell mobility protection plans through the Asurion National Account program to franchisees who are eligible to participate. You may also operate one or more Mobile Units on a non-exclusive mobile basis in proximity to your Store and Store Territory. Certain franchisees may be offered a non-exclusive mobile territory outside of their Store Territory. Mobile Units may offer a different menu of Approved Products and Services.

We offer separate franchise programs by this disclosure document (unit franchises and multi-unit area development franchises), though we may not necessarily allow you the opportunity to purchase under all of these programs. You will sign a Franchise Agreement (Exhibit A), to operate a single ASURION TECH REPAIR & SOLUTIONS Store at a fixed physical location that you choose and which we approve. The Franchise Agreement also governs any Mobile Unit operation you may be offered.

You will be given the opportunity to participate in our National Accounts programs. A key component of servicing certain National Accounts is engaging in the sale of service contract programs and other monthly subscription services. You will be expected to use commercially reasonable efforts to enroll customers in such programs and services as may be communicated from time to time by us or our National Accounts partners. Franchisees who choose to participate in our National Accounts programs typically obtain a significant amount of their Store volume through those programs. Some of our key National Accounts partners are Google, Verizon, Samsung, and Asurion. Payments for performing services for our National Accounts partners are fixed by contractual agreement. These contractual agreements, including payment terms, are renegotiated from time to time but may not keep pace with market fluctuations. Participation in our National Accounts programs may also require that you purchase certain Approved Products and Services from Approved Suppliers only. Of our National Accounts, the Asurion program generates the majority of the workorder volume for the System and offers you the opportunity to service their many retail, telecommunications, and other partners.

In certain markets, we may offer franchisees the opportunity to provide Approved Products and Services on a non-exclusive basis within our National Accounts’ retail locations (see further discussion regarding servicing National Accounts below).

If you participate in our area development program, we will assign a defined area within which you must develop and operate a specified number of ASURION TECH REPAIR & SOLUTIONS Stores within specified periods of time. The development area may be one city, one or more counties, one or more states, or some other defined geographic area. You will sign an Area Development Agreement (Exhibit B) which will describe your development area and your development schedule and other obligations. For each Store you open under the Area Development Agreement, promptly after our approval of the site for the Store, you will sign a separate Franchise Agreement on the then-current form used by Franchisor, which may differ from the

¹Defined as a residential customer or a business customer with 300 or fewer employees.

current form of Franchise Agreement in Exhibit A, except as otherwise provided in your Area Development Agreement.

We believe that the market for repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment is mature and consists of the general public. We believe that the market for electronic device recommerce and the sale of mobility protection plans is growing and also consists of the general public. You will compete with other local, regional and national companies offering services similar to those offered by ASURION TECH REPAIR & SOLUTIONS Stores and Mobile Units. As with all businesses, your choice of location is critical to your success. The typical ASURION TECH REPAIR & SOLUTIONS Store will contain about 500-1500 square feet and will be located in suburban areas in business districts. The Stores and Mobile Units will typically be open year-round, closing only on selected holidays, and are somewhat seasonal in that sales tend to increase in the summer months, likely due to increased summer activity by consumers leading to more cell phone breakage, and conversely sales tend to decline in February, following more sedentary winter activity by consumers.

A wide variety of federal, state, and local laws, rules, and regulations have been enacted that may impact the operation of your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s), and may include those which: (a) establish general standards, permitting restrictions and requirements and other specifications and requirements for the construction, design, maintenance and operation of the business premises; (b) set standards pertaining to employee health and safety; (c) regulate matters affecting the health, safety and welfare of your customers, like general health and sanitation requirements for businesses; restrictions on smoking; availability of and requirements for public accommodations and requirements for fire safety and general emergency preparedness; (d) establish procedures for the disposal of electronic and hazardous wastes; and (e) regulate advertisements. Some cities or other local government agencies impose local licensing requirements. In addition, certain municipalities and other local and possibly state governmental units regulate the purchase and resale of pre-owned products, such as mobile devices and other electronics, which may require you to obtain a second-hand dealer license, pawn license and otherwise comply with “anti-fencing” laws. Certain jurisdictions may require licenses to sell mobility protection plans. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Store, and should consider both their effect and cost of compliance.

ITEM2 BUSINESS EXPERIENCE

Chief Executive Officer-David Barbuto

David Barbuto has been our Chief Executive Officer since April 2021. He has also been CEO of our Parent, our affiliate, uBreakiFix Repair Parts Co, and our affiliate, UBIF Corporate Stores Co since April 2021. From January 2015 to April 2021, he was Vice President, Customer Solutions of Asurion. Mr. Barbuto is located in Nashville, TN.

President and Director-Roger A. Detter

Roger A. Detter has been our President since April 2021. He has also been one of our Directors since August 2019. He has also been CEO of Asurion since May 2018. From August 2019 to April 2021 he was our CEO. From December 2017 to August 2018, he was Chief Commercial Officer of Asurion. From August 2016 to December 2017, he was CEO of Japan for Asurion. From May 2015 to August 2016, he was Senior Vice President, Product Management and Development of Asurion. Mr. Detter is located in San Mateo, CA.

Director-John A. Storey

John A. Storey has been one of our Directors since August 2019. He was our Chief Financial Officer from August 2019 to May 2022. He also has been Senior Vice President and Chief Financial Officer of Asurion since August 2017. From June 2015 to August 2017, he was Senior Vice President, Corporate Development and Strategy of Asurion. Mr. Storey is located in San Mateo, CA.

Director and Chairman of the Board-Barry Vandevier

Barry Vandevier has been one of our Directors and the Chairman of our Board of Directors since May 2022. He has also been the Chief Operating Officer of Asurion since October 2016. From September 2012 to October 2016, he was Chief Information Officer of Asurion. Mr. Vandevier is located in Nashville, TN.

Treasurer-Willard J. Reagan

Willard J. Reagan has been our Treasurer since August 2019. He also has been Senior Vice President of Finance and Treasurer of Asurion since May 2008. Mr. Reagan is located in Nashville, TN.

Secretary-Gustavus A. Puryear IV

Gustavus A. Puryear IV has been our Secretary since August 2019. He also has been Senior Vice President, General Counsel and Secretary of Asurion since April 2010. Mr. Puryear is located in Nashville, TN.

Chief Commercial Officer-Wendy Fritz

Wendy Fritz has been our Chief Commercial Officer since April 2021. Prior to joining us, she was the President and Founder of W Fritz Consulting from January 2020 to April 2021 in Hudson, WI. From June 2018 to February 2020 she was the Chief Merchandising Office for At Home Group Inc. in Dallas, TX. From August 2017 to May 2018 she was the SVP Merchandising-Hardlines for DICK's Sporting Goods in Pittsburgh, PA. Ms. Fritz is located in Hudson, WI.

Chief Financial Officer-Andrew Wyckoff

Andy Wyckoff was officially appointed as our Chief Financial Officer in May 2022. From April 2021 to May 2022 he was our acting CFO and Asurion's Vice President of Finance UBIF. Prior to that he was the Sr. Director, Supply Chain Program Management for Asurion from September 2018 to April 2021. Prior to that he was the Country Finance Manager-Philippines for Asurion from May 2017 to September 2018. Mr. Wyckoff is located in Nashville, TN.

Vice President, Product and Partnership Management-Theresa Madonia

Theresa Madonia has been our Vice President, Product and Partnership Management since April 2021. From October 2018 to April 2021, she was Vice President, Supply Chain Operations of Asurion. From November 2007 to October 2018 she was Vice President, Product Management and Development of Asurion. Ms. Madonia is located in Bridgewater, NJ.

Vice President, Franchise Operations and Support-Joseph Harrison

Joseph Harrison has been our Vice President, Franchise Operations and Support since April 2021. From January 2019 to April 2021, he was Vice President, Asurion UBIF Corporate Stores of Asurion. From December 2018 to January 2019, he was Vice President, Customer Solutions Operations of Asurion. From

August 2016 to December 2018, he was Senior Director, Supply Chain Service and Repair of Asurion. From January 2016 to August 2016, he was Senior Director, Process Improvement of Asurion. Mr. Harrison is located in Nashville, TN.

Vice President, Franchise Development and Product Management-James Collity

James Collity has been our Vice President, Franchise Development and Product Management since December 2021. He was our Senior Director, Franchise Development and Product Management from April 2021 to December 2021. From August 2014 to April 2021, he was Senior Director, Same Unit Repairs of Asurion. Mr. Collity is located in Bridgewater, NJ.

Vice President, uBreakiFix Supply Chain-Michael Dailey

Michael Dailey has been our Vice President, uBreakiFix Supply Chain since January 2022. From August 2021 to January 2022 he was our Vice President uBreakiFix Strategic Projects. From September 2020-August 2021, he was Vice President Operations for Asurion. Prior to joining us, Mr. Dailey was the Vice President Device Protection at Sprint from September 2018 to September 2020 and Vice President Forward Logistics from December 2015 to September 2018. Mr. Dailey is located in Overland Park, KS.

Vice President, Associate General Counsel-Meredith Griffith

Meredith Griffith has been Asurion's Vice President and Associate General Counsel since December 2016. Ms. Griffith is located in Nashville, TN.

Senior Director, Franchise Partnerships-Richard Pullen

Richard Pullen has been our Senior Director, Franchise Partnerships since April 2021. From March 2020 to April 2021, he was Director, Strategic Operations of Asurion. From January 2019 to March 2020, he was Director, Supply Chain Same Unit Repair In Home Fulfillment of Asurion. From May 2018 to January 2019, he was Director, Product Management of Asurion. From November 2015 to May 2018, he was Senior Manager, Product Management of Asurion. Mr. Pullen is located in Nashville, TN.

Senior Director, Franchise Operations-Jarrold Hancock

Jarrold Hancock has been our Senior Director, Franchise Operations since February 2022. From February 2020 to February 2022, he was our Director, Franchise Operations. From January 2016 to January 2020, he held several different operational roles: he was our Business Consultant, Strategic Partnership Manager, Franchisee Relationship Manager and Senior Manager, Franchise Operations. Mr. Hancock is located in Orlando, FL.

Director, Franchise Sales-Brynson Smith

Brynson Smith has been our Director, Franchise Sales since July 2016. From November 2014 to July 2016, he was our Franchise Sales Manager. Mr. Smith is located in Orlando, FL.

Director, Franchise Development-Ryann Frost

Ryann Frost has been our Director, Franchise Development since January 2016. Ms. Frost is located in Denver, CO.

ITEM 3 LITIGATION

Fix My Gadget, Inc. and Larry Mikell v. UBIF Franchising, Co. (AAA Arbitration Case No. 02-20-0005-6049, filed August 6, 2020). Our former franchisee, Fix My Gadget, Inc. and its shareholder, Larry Mikell (“Claimants”), filed a demand for arbitration against us and our “officers, directors, managers, employees, agents and assigns” without identifying any specific individuals (“Respondents”). Claimants alleged that in connection with the purchase of four franchises in March 2019, Respondents purportedly provided false information to induce the purchase of the franchises, and purportedly failed to provide a franchise disclosure document, required training, support and business leads. Claimants asserted claims for breach of contract, breach of the covenant of good faith and fair dealing, fraud, fraud in the inducement, and violations of the Florida Deceptive and Unfair Trade Practices Act, the Florida Franchise Law, the Illinois Franchise Disclosure Act, and the Illinois Consumer Fraud and Deceptive Business Practices Act. They sought ten million dollars in damages, interest, attorneys’ fees, costs and expenses, punitive and exemplary damages, and a declaratory judgment. Respondents denied Claimants’ allegations and asserted their own counterdemand against Claimants for breach of contract, and sought damages and declaratory and injunctive relief. On December 20, 2021, the parties entered into a Confidential Settlement and Mutual Release Agreement in which they agreed to dismiss their respective demands with prejudice. No monetary payment was made by either party, but we agreed to a limited waiver of our right to enforce a non-compete agreement against Claimants for one of their former locations. A Joint Dismissal with Prejudice was filed on December 27, 2021.

Except for this action, there is no litigation that must be disclosed in this Item.

ITEM 4 BANKRUPTCY

There is no bankruptcy information that is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Franchise Agreement

You must pay a \$40,000 lump sum initial franchise fee (“**Initial Franchise Fee**”) and a \$12,500 initial training fee (“**Initial Training Fee**”) when you sign your first Franchise Agreement for a Store with the potential for one or more Mobile Units depending on the market. The Initial Franchise Fee and Initial Training Fee are not refundable under any circumstances. The Franchise Fee for your second or subsequent Franchise Agreements will be \$25,000. We will waive the Initial Training Fee for your second or subsequent Franchise Agreement, in our sole discretion, if you or your Operating Principal has previously completed the initial training program to our satisfaction and your existing Store(s) is/are operating in accordance with our standards and specifications.

We may waive the Initial Franchise Fee and Initial Training Fee for Franchise Agreements executed with our affiliates.

If you purchase an existing Store and/or Mobile Unit owned by one of our affiliates, you will pay a purchase price for the business as mutually agreed by you and that affiliate. The standard form of Non-Disclosure Agreement required for such a transaction with our affiliate is attached here as Exhibit N and the form of Asset Purchase Agreement is attached as Exhibit O. A transfer fee will be paid by seller in lieu of

you paying an Initial Franchise Fee. If your Operating Principal has previously completed the initial training program, you will not pay an Initial Training Fee.

If you are converting an existing, independent electronic device repair service store to an ASURION TECH REPAIR & SOLUTIONS Store, we may waive a significant portion of your Initial Franchise Fee and/or Initial Training Fee.

Before you open your Store, you must purchase certain designated items which make up your pre-opening inventory of equipment, tools, supplies, and parts from us or our affiliate, uBreakiFix Repair Parts Co. We estimate that these designated items will cost between \$37,000 and \$50,000, which is not refundable under any circumstances. This does not apply if you sign a Franchise Agreement for the purchase of an existing Store, either from another franchisee or from Franchisor or an affiliate of Franchisor. You may be allowed to acquire some of the designated parts on a consignment basis, in which case you will not incur all of these costs.

We will review one proposed site for your ASURION TECH REPAIR & SOLUTIONS Store at no charge. However, for the second site that we review, and for each additional site, you must reimburse us for all costs and expenses that we incur in reviewing the site, which we estimate to be about \$1,000, including our travel expenses in connection with any on-site review.

We are a member of the International Franchise Association (“**IFA**”) and participate in the IFA’s VetFran Program, which provides special financial incentives to qualified veterans. Through this program, the Small Business Administration (“**SBA**”) will provide financing to qualified applicants. We offer a 20% discount to qualified veterans of the U.S. Armed Forces on the Initial Franchise Fee for the first Store. To qualify, you must, among other business requirements, have received an honorable discharge and must own at least 50% of the franchised business. You must advise us of veteran status (and provide evidence of qualification) before signing your Franchise Agreement.

If the Franchise Agreement is executed with an assignment, including if you purchased your Store from an existing franchisee, the existing franchisee will pay us a non-refundable administrative/transfer fee and reimburse our associated out-of-pocket costs, in lieu of you paying an Initial Franchise Fee. Unless you are an existing Owner with an Experienced Manager or an Operating Partner who has previously completed the initial training program, you must attend our Initial Training Program and pay our Initial Training Fee.

If you have signed an Area Development Agreement that provides for payment amounts that differ from what is described above, your payments will be revised to reflect the terms of Area Development Agreement. Otherwise, the Initial Franchise Fee is uniform for franchises we are currently offering in this state.

In 2021, our Initial Franchise Fees and Initial Training Fees ranged from \$25,000 to \$40,000 and Initial Training Fees ranged from \$0 to \$12,500.

Area Development Agreement

When you sign our current form of Area Development Agreement, you must pay us a non-refundable initial development fee (“**Development Fee**”) equal to \$12,500 multiplied by the number of Stores that you must open (excluding the first Store). You will concurrently sign your first Franchise Agreement and pay \$40,000 (representing the Initial Franchise Fee) and \$12,500 (representing the Initial Training Fee) for your first Franchise Agreement. When we accept the site for each subsequent Store, you will sign a separate Franchise Agreement and pay us an Initial Franchise Fee of \$25,000, but we will credit the previously paid Development Fee against the Initial Franchise Fee at the rate of \$12,500 per Store until the Development Fee is exhausted.

If you or any of your Owners are: (1) an existing franchisee with an open and operational Store or (2) are an Experienced Manager, with at least 2 years of prior experience as a manager or assistant manager at a Store owned by another franchisee, Franchisor or one of our affiliates, and are now entering into an Area Development Agreement, you will not pay an Initial Training Fee, but you will pay a Development Fee equal to \$12,500 multiplied by the number of Stores you must open. When we accept the site for each subsequent ASURION TECH REPAIR & SOLUTIONS Store, you will sign a separate Franchise Agreement and pay us an Initial Franchise Fee of \$25,000, but we will credit the previously paid Development Fee against the Initial Franchise Fee at the rate of \$12,500 per Store until the Development Fee is exhausted.

The Development Fee is non-refundable, fully earned by us when paid, and is uniform for franchises we are currently offering in this state (except as described above).

ITEM 6 OTHER FEES

Type of fee	Amount	Due Date	Remarks
Continuing Royalty	7% of Non-Recommerce Revenue; and 4% of Recommerce Revenue	Due at end of each Accounting Period or at payment if an administered National Account. See Note 2.	“Accounting Period” means a calendar month. “Recommerce Revenue” means Gross Sales during each Accounting Period from the sale of <u>pre-owned</u> mobile and other electronic devices. “Non-Recommerce Revenue” means Gross Sales during each Accounting Period, other than Recommerce Revenue. “Gross Sales” is defined in Note 3.
Advertising Fee	None currently; Up to 2% of Gross Sales when we establish an Advertising Fund	Same as Continuing Royalty	When we establish an Advertising Fund, you will be required to pay an Advertising Fee each Accounting Period. We determine the amount of the fee, but it will not exceed 2% of Gross Sales. The Advertising Fee will be in addition to the amounts that you must spend on local advertising.
Dispatch Fee	Currently, \$0.50 per dispatch, subject to change	Same as Continuing Royalty	As part of your Mobile Unit(s) operation, you must participate in the Dispatch System we designate. You pay us a fee for each dispatch transmitted to you whether or not the dispatch results in a transaction. If you fail to pay Dispatch Fees when due, we may remove, suspend or block your right to receive dispatches.

Type of fee	Amount	Due Date	Remarks
Advertising cooperatives (“Co-op”)	None currently	As determined by the Co-op	Currently there are no established advertising cooperatives. If a Co-op is established for the region in which your Store is located, you will be required to join the Co-op and make periodic contributions. We determine the area of each Co-op and the amount you must contribute.
National Account Administrative Fee	Up to 5% of Gross Sales from services to National Accounts	Same as Continuing Royalty	When you service a “National Account,” we may charge you an administrative fee, which will not exceed 5% of your Gross Sales. See Note 4.
Internet Referral Source Fee	None currently; Up to 5% of Gross Sales from services to customers from Internet Referral Sources.	As we determine	We may establish a centralized billing system and lead administration or servicing systems through which you receive customer leads and referrals. We may charge you a fee which will not exceed 5% of your Gross Sales resulting from system-generated leads and referrals.
Referral Commission	Set by Franchisor, but will not exceed 10% of Total Ticket Price received from Referred Customers	On demand	“Total Ticket Price” is the Gross Sales you derive from a Referred Customer, excluding shipping, handling, insurance and transportation costs. We may enter arrangements where various walk-in retail or other similar businesses (“ Referring Businesses ”) introduce potential servicing leads (“ Referred Customers ”) in exchange for a Referral Commission. You will pay us the applicable Referral Commission which we will then pay to the Referring Businesses. We may provide a centralized billing system, dispatch service and/or other systems for the administration or servicing of leads from Referring Businesses.
Technology and Customer Support Fee	1% of Gross Sales	Same as Continuing Royalty	To defray some of the cost and expense incurred by us to support franchisees.
On-Site Training	Our costs	On demand	We provide 16 days of On-Site Training at the time of opening your first Store at no additional charge. If we determine in our reasonable judgment that more on-site training days are necessary, you must reimburse us for our staff’s salaries, wages, travel, transportation, meals and lodging

Type of fee	Amount	Due Date	Remarks
			expenses incurred during the extended days of On-Site Training. We may also charge you a per diem training fee at our then-current rates during the extended training days.
Additional Training & Assistance	Currently \$125 per person per day or then-current charge	Before or at time of training	The initial training fee covers the initial training program for up to 3 persons. We may charge a fee for any additional persons that attend the initial training program. See Note 5.
Annual Meeting Expenses	Currently \$199 per attendee or then-current charge	As incurred	We may host an annual meeting or convention of franchisees which you must attend. You must pay us a per attendee fee to defray our costs for meals and local transportation we provide at the annual meeting. You are responsible for your other expenses to attend including, travel, other meals and accommodations, and for the expenses of your other attendees.
Transfer / Assignment	Currently \$4,000 (10% of \$40,000) 10% of our then-current Initial Franchise Fee, plus our costs. Greater of \$5000 or our reasonable costs and expenses if you offer securities in a private offering.	At the time of transfer or assignment	Payable when you sell, transfer or assign any interest in your franchise. We do not charge a transfer fee for a transfer to an entity you control, but you must reimburse our costs. See Note 6.
Audit	Amount of any underpayment, plus interest at the highest interest rate allowable by law (not to exceed 18%), plus our costs if audit shows underpayment of 2% or more.	On demand	You must pay our audit costs if the audit shows an under-reporting or under-recording of 2% or more. If the audit shows an under-reporting or under-recording error of 5% or more, we may require you to furnish us, at your expense, with audited financial statements. Interest is owed from the date of any under-payment.

Type of fee	Amount	Due Date	Remarks
Late Fee	Interest of 18% per annum, or the highest interest rate allowable by law, on any unpaid amounts.	On demand	Due only if you are late in paying any amounts owed to us. Interest begins to accrue from the date payment was due.
Charges for unpaid checks, drafts or electronic payments	Our costs, including bank fees and other related fees, subject to a \$50 minimum (subject to applicable state law)	On demand	Payable only if any check, draft, electronic or other payment is unpaid because of insufficient funds or otherwise.
Renewal Fee	10% of our then-current Initial Franchise Fee	At the time of signing a successor franchise agreement	
Supplier Review Costs	Costs of review of application and inspection	On demand	You or your proposed Supplier must pay us in advance (or if we request, reimburse us) our reasonably anticipated costs to review the Supplier's application and all current and future reasonable costs and expenses, to inspect and audit the Suppliers' facilities, equipment, and products, and all product testing costs paid by us to third parties. Currently, we estimate Supplier Review Costs to be about \$100.
Insurance	Cost of insurance plus our costs to obtain the insurance for you.	As incurred	If you do not obtain and maintain required insurance coverage, we may, at our option, purchase the insurance for you and you must pay us the premiums, plus our costs to obtain the insurance. We estimate insurance costs to be about \$7,000 annually. Costs vary depending on your operations and geographic location.

Type of fee	Amount	Due Date	Remarks
Email account fee	Currently none, may be charged in the future	As we determine	You must maintain a business e-mail address on our outsourced web hosting service. We currently bear the hosting costs of the email account without reimbursement from you. We may require you to reimburse our costs or charge a fee equal to our costs in the future. Our current costs per account are about \$100 per year.
Site Review Fees	Our costs and expenses of about \$1,000 per site review. Costs vary.	On demand	We will review one proposed site at no charge. You must reimburse us our costs including, travel, transportation, meals and accommodations to review an additional site or sites.
Equipment, Tools, Parts, Supplies and Products Inventory	Then-current published wholesale prices for each particular item	Before shipment	You must replenish your depleted inventory to meet consumer demand and respond to changing demand as new products come to market that require repair. The items include things such as such glass screens for iPods, iPhones, iPads, and other tools and parts for repairing computers, smart phones, tablets, gaming consoles and other electronic equipment. You will make ongoing purchases of inventory from any approved supplier, including our affiliate, Distro.
Promotional Campaigns	Our costs to conduct and costs of advertising and promotional materials.	On demand	We may establish and conduct promotional campaigns on a national or regional basis. We may require you and Co-ops to participate in these promotional campaigns. Your participation may include purchasing point of sale advertising material, posters, flyers, product displays and other promotional materials (unless provided at no charge through the Advertising Fund).

Type of fee	Amount	Due Date	Remarks
Extension Program	\$1,000 for each of the first 6 months of extension, and \$1,500 per month for months 7-12; payable on a monthly basis	On demand	If you are in good faith using your best efforts to begin operation of a Store within 9 months of signing the Franchise or Area Development Agreement, submit a written request and sign a withdrawal authorization form, then we may at our sole discretion, permit you to extend, for up to 12 months, the date by which you must begin operating your ASURION TECH REPAIR & SOLUTIONS Store.
Sublease Rent	A mutually agreed dollar amount more than the base rent. See Note 6	Monthly	Payable to us or our affiliates from whom you sublet your premises, if applicable.
Indemnity	Our costs and losses from any claim or legal action related to the construction, development, maintenance, operation, sale, transfer or assignment of your Store	On demand	You must indemnify us and our affiliates against all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands related to the construction, development, maintenance, operation, sale, transfer or assignment of your Store or rights under the Franchise Agreement.
Attorneys' Fees and Costs	Our attorneys' fees and costs	On demand	If we prevail in any arbitration, action or other legal proceeding with you, you will pay our attorneys' fees and costs.

1. Except where noted, all fees are imposed by Franchisor and are payable to Franchisor, an affiliate or approved supplier. All fees are non-refundable and are uniform for franchises currently being offered, except that if you are converting one or more existing independent electronic device repair service stores to the ASURION TECH REPAIR & SOLUTIONS brand, we may agree to a reduced Initial Franchise Fee to help defer some of your costs associated with bringing the converted stores up to the standard ASURION TECH REPAIR & SOLUTIONS trade dress.
2. Payable each Accounting Period, or at the time of the transaction for certain administered National Accounts programs. by electronic funds transfer, or if funds are not available, Franchisor will charge your credit card account for any unpaid amount.
3. With the exception of revenue and sales incentive payments related to the enrollment of customers in certain service contract programs and other subscription services offered by our National Accounts partners, "Gross Sales" includes all revenue received or receivable by you as payment, whether in cash or for credit, or other means of exchange (and whether or not payment is received), for any and all goods, merchandise, services or products sold in or from your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s), or which are promoted or sold under any of

- the Marks, whether or not we offer the services or products in our other locations. “Gross Sales” includes (a) revenue from sales of any nature or kind, derived by you or by any other person or Entity (including your affiliate(s)) from your Store; (b) sales of all products and services, even if they are not Approved Products and Services; (c) the imputed amount of gross sales used in calculating your losses under any business interruption insurance, before the insurer’s deduction for expenses not incurred during the loss period, but after the satisfaction of any applicable deductible; and (d) revenue received on redemption of pre-paid gift cards and certificates. “Gross Sales” excludes (i) sales, value added or other tax, excise or duty charged to customers imposed by any Federal, state, municipal or local authority and actually paid to the appropriate governmental authority; (ii) revenue received from sales of pre-paid gift cards and certificates; (iii) revenue received from sales of pre-owned devices to us or our affiliates; and (iv) revenue received from the enrollment of customers in certain service contract programs and other subscription services offered by our National Accounts partners.
4. “National Accounts” include: (i) potential or existing businesses (or the businesses’ customers) that have multiple offices, facilities, retail premises, or operations located (or which we expect to be located) within and outside of your Territory; or (ii) department store, electronics, mobile phone or computer retailer, “membership based retailer,” or other business(es) whose clientele include potential customers for Approved Products and Services. “National Accounts” do not include Residential and Small Business Customers, who are individuals and businesses with 300 or fewer employees. You may also have the opportunity to participate in one or more National Account authorized provider programs. Under these programs, you may be obligated to purchase inventory of new, like new, reclaimed and refurbished parts and equipment through our affiliate, uBreakiFix Repair Parts Co. Ongoing inventory purchases may be on an automatic inventory resupply arrangement to prevent necessary inventory from falling below required levels. You may also be obligated to use commercially reasonable efforts to enroll customers in certain service contract programs and other subscription services as may be communicated from time to time by Franchisor and/or our National Accounts partners.
 5. We do not charge a fee for other mandatory training programs, unless the Store is not in compliance with Standards and we require you, your Operating Principal and Store Manager to re-attend and successfully complete the Initial Training Program to our satisfaction. We may charge training fees for optional training programs that we may offer.
 6. Costs include our attorney’s fees. Costs may vary depending on the circumstances. Under normal circumstances, our costs to review a transfer will be about \$1,500 and to review a private securities offering will be about \$5,000.
 7. If you sublet from us or our affiliate, your rent will be as mutually agreed based on the rent payable by us or our affiliate to the master landlord.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Single ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit¹

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Initial Franchise Fee ²	\$25,000	\$40,000	Lump Sum	At Signing of Franchise Agreement	Us

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Initial Training Fee ²	\$0	\$12,500	Lump Sum	At Signing of first Franchise Agreement	Us
Initial Inventory of Parts and Accessories ³	\$4,000	\$57,000	Lump Sum	Before Opening	Our affiliates or Approved Suppliers
Initial Equipment, Tools, Supplies, and POS Hardware ⁴	\$9,650	\$22,000	Lump Sum	Before Opening	Our affiliates or Approved Suppliers
Furniture and Fixtures	\$10,000	\$25,405	Lump Sum	Before Opening	Approved Suppliers
Interior Signage	\$1,000	\$4,000	Lump Sum	As Arranged	Approved Suppliers
External Signage ⁵	\$5,000	\$20,000	As Arranged	As Arranged	Vendors
Wages, Travel and Living Expenses During Training ⁶	\$15,000	\$23,000	As Arranged	As Arranged	Airlines, Hotels and Vendors
Wages, Travel and Living Expenses During Site Review ⁷	\$0	\$1,000	As Arranged	As Arranged	Us
Legal and Accounting ⁸	\$1,500	\$11,000	As Arranged	As Arranged	Vendors
Business Licenses and Permits	\$700	\$1,500	As Arranged	As Arranged	Government
First 3 Months Marketing	\$0	\$8,000	Monthly	As Arranged	Vendors
Insurance	\$3,000	\$7,000	As Incurred	As Arranged	Vendors
Store Rent – 3 Months	\$0	\$20,000	As Arranged	Monthly	Landlord
Mobile Unit Lease Payments-3 Months ⁹	\$0	\$3,150	As Arranged	Monthly	Vendor
Store Security Deposits	\$0	\$15,000	As Arranged	As Arranged	Landlord and Government
Construction and Leasehold Improvements ¹⁰	\$25,000	\$62,000	As Arranged	As Arranged	Contractors
Additional Funds - 3 Months ¹¹	\$18,500	\$37,000	As Incurred	As Incurred	Employees and Vendors
TOTAL	\$118,350	\$369,555			

Notes: Actual costs will vary for each franchisee and each location depending on a number of factors. Payments to us are not refundable. We are not able to represent whether or not amounts that you may pay to third parties are refundable.

1. This chart describes your estimated initial investment in opening a single ASURION TECH REPAIR & SOLUTIONS Store. The high end of these figures includes the additional expense of operating a single Mobile Unit in connection with that Store. Your initial investment will be higher if you operate more than one Mobile Unit in connection with a Store.

2. The initial franchise fee and initial training fee are detailed in Item 5. The initial training fee is payable in connection with your first franchise agreement. As described in Item 5, we participate in the IFA's VetFran Program. If you are a qualified veteran, you will receive a 20% discount on the initial franchisee fee for the first Franchise Agreement. As noted in Item 5, we may waive the initial franchise fee and initial training fee for Franchise Agreements executed with our affiliated entities. Other circumstances in which waivers and discounts of the initial franchise fee and waivers of the initial training fee may be offered are described in Item 5.

3. The high end of these figures represents the out-of-pocket cost of your initial inventory of parts if you were not to participate in our consignment program. The low end of these figures assumes that you do participate in our consignment program and represents the cost of your initial inventory of accessories only.

4. This figure includes the approximate initial cost for the Information Systems, which is \$3,000 to \$6,000 (which includes vendor provided training). We have not included the cost of software maintenance agreements, if any.

5. The high end of these figures contemplates a situation where your location can support more than one external sign and/or a pylon sign.

6. These figures include your costs of travel, food, lodging and other expenses during your initial 3-week training program. The initial training program will be about 48 hours per week of training over a 3-week period. If we have waived the initial training fee, then you will not be required to attend the initial training program and will not incur these costs. For more information, see Item 5. If circumstances warrant, we may decide the initial training program should be conducted virtually, and your expenses will be lower.

7. When we receive information for a proposed site, we will review the information and either accept or reject the proposed site. We will review one proposed site at no charge. For a second site that we review, and for each additional site, you must reimburse us for all costs and expenses that we incur in reviewing the site. The high end estimate above assumes we will review 2 sites. If additional site reviews are necessary, we estimate that each one could cost about \$1,000. These figures include our expenses for travel, food and lodging in connection with each on-site review.

8. If you also sign an Area Development Agreement, we anticipate that your legal fees may be greater and range from \$1,000 to \$10,000.

9. This estimate includes expected lease payments for a T-150 Transit Van to operate as a single Mobile Unit for the first three (3) months of operation. If you purchase rather than lease a Mobile Unit we estimate the cost of the Mobile Unit will be approximately \$36,658 for a Transit Connect Van or \$45,750 for a T-150 Transit Van.

10. One or more National Account Participant Agreements may also entitle you to operate a Satellite Unit within an existing third party retail store, and you may incur expenses, not shown above, to build out a retail counter or kiosk from which to operate, which we expect may cost you between \$7,000 and \$41,000.

11. The estimate of additional funds for the initial phase of your business is based on your staff salaries and operating expenses for the first 3 months of operation. The estimate also includes expected operating expenses for a single Mobile Unit for the first 3 months of operation. The estimate of additional funds does not include an Owner's salary or draw. The additional funds required will vary by your area; how much you follow our methods and

procedures; your management skills, experience and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. If you also sign an Area Development Agreement, you should plan and budget accordingly based on the development schedule listed in your area development agreement. You should plan on incurring additional payroll expenses for training associates for stores that are not open yet.

General

In compiling the estimates for additional funds, we relied on the experience of our affiliates in the construction and development of ASURION TECH REPAIR & SOLUTIONS Stores and the operation of Mobile Units. Additional working capital may be required if sales are low or fixed costs are high. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

Area Development Agreement

If you sign an Area Development Agreement, you must also pay us a non-refundable initial development fee equal to \$12,500 multiplied by the number of ASURION TECH REPAIR & SOLUTIONS Stores (excluding the first Store) which you must open, when you concurrently sign your first Franchise Agreement. Assuming the development of 3 to 5 Stores, the initial development fee is \$25,000 to \$50,000.

When we accept the site for each subsequent ASURION TECH REPAIR & SOLUTIONS Store, you will sign a separate Franchise Agreement and pay us an initial franchise fee of \$25,000. However, we will apply a \$12,500 credit from the development fee against the initial franchise fees for the second and each subsequent Franchise Agreement until the development fee is exhausted).

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Real Estate

You are solely responsible for finding a Store site that we approve of (the “**Location**”). Unless we notify you in writing that the proposed site is acceptable within 30 days after you have submitted a site review request package for a proposed site (or 15 days after receipt of additional information which we request), the site will be deemed rejected. You may not relocate your Store without our prior written consent.

If you do not already have a location when you sign your Franchise Agreement, you must promptly purchase or lease a site for your Store. You must submit your proposed lease to us for acceptance at least 15 days before you sign it. Our acceptance of your lease is based solely on our own interests and does not represent any guarantee or endorsement by us of the Location or confirmation that the lease complies with applicable law or that the terms of the lease are favorable to you. If we accept the proposed lease, we will notify you of our acceptance of the lease. Your lease must not (a) obligate us in any manner, (b) contain any provision inconsistent with your Franchise Agreement, or (c) contain a non-competition covenant which restricts us or our affiliates. In addition, your lease must provide for a term at least as long as the term of your Franchise Agreement (which can include renewal options), and must include the addendum attached to the Franchise Agreement as Attachment 4.

If you purchase the Location, you must submit the purchase contract to us for approval at least 15 days before you sign it, and provide a fully signed copy within 15 days following signing.

You must construct, equip and improve your Store in compliance with our current design criteria. You may employ any architects and general contractors you desire; however, all plans and modifications to the

Location must be submitted to us for our review and acceptance before you start construction. Unless we notify you in writing that the plans and modifications are accepted, they will be deemed rejected. You may not open your Store until you receive written authorization from us to do so, which may be subject to our satisfactory inspection of your Store, which may be accomplished remotely or by travel to your site at our sole discretion. You must begin operation of your Store within 9 months of signing the Franchise Agreement.

You must maintain a business Office (the “**Office**”) at a location acceptable to us. In your Office, you will maintain a computer system, provide for overnight storage of Mobile Unit vehicles, and store business records and extra parts, tools, equipment (which may also be stored in a secure third party operated storage facility acceptable to us). Your Store or your residence may serve as your Office.

On occasion, we or our affiliate may locate sites for our franchisees. If we locate and offer a site to you and you are interested in it, we or our affiliate may sublease the real property to you.

A copy of the standard sublease offered by us or our affiliate is attached to this disclosure document as Exhibit M. It “passes through” the terms and conditions of the underlying lease, with specified exceptions, including that your rent may be marked up to defray our risk and expenses in administering the lease and, you will reimburse all costs and expenses that we or our affiliate incurred to negotiate the Master Lease, and to cause the premises and Store to be constructed, equipped and improved, including without limitations the cost and expense to engage licensed architects, engineers and general contractors, to prepare architectural, engineering and construction drawings and site plans, and to obtain all Permits for the Store and Premises. At the time you sign the sublease and assume possession, construction, equipping and improvement of the Premises and Store may not be complete, in which case you must also complete the same, at your sole cost and expense, in accordance with the Standards. The security deposit is usually equal to one month's rent.

Merchandise, Materials, Supplies and Services

You must offer only Approved Products and Services at your Store and Mobile Unit(s), and such products and services must be offered strictly in accordance with our “**Standards.**” Our “**Standards**” include the specifications, standards, operating procedures, policies, rules, regulations, procedures, protocols, restrictions, recommendations and administrative procedures you must use to implement the System and in the operation of an ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s). We may modify and supplement our Standards and will communicate changes or additions to you in writing.

“**Approved Products and Services**” are services and ancillary related products specified by us from time to time in the Manuals, or otherwise in writing, including without, limitation, any applicable National Account Participation Agreements, for offer and sale by the Store or Mobile Unit(s), marketed, offered, sold, and rendered at the Store or Mobile Unit(s) to Residential and Small Business Customers, in strict accordance with the Standards, and which may include (a) repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment; installation and set-up of computers and electronic equipment; (b) remote or on-site installation, set-up and maintenance of computer hardware, software, and other electronic equipment, (c) customer training; (d) the marketing, offer and sale of various items of approved hardware, software, accessories, ink, toner and other consumables, server infrastructure upgrades, for computers, peripheral equipment, smart phones, tablets, gaming consoles and other electronic equipment, (e) remote data backup and monitoring; (f) offering the Device Recommerce Program; (g) engaging in the sale of service contract programs and other monthly subscription services; and (h) other sales, support and service that we authorize through remote, telephone, in-home or on-site sales and services. To be able to provide repair services, you will need to purchase and maintain an inventory of certain tools, supplies, replacement parts and products. Mobile Units may offer a different menu of Approved Products and Services.

Although we presently allow you to purchase many of these items from any approved supplier, our affiliate, Distro, makes most of these items available for your purchase, at the same prices charged to other franchisees. We designate certain items that may only be purchased from us or our affiliates or from Suppliers we designate (“**Designated Products and Services**”). In some instances, National Accounts may impose certain requirements, including without limitation, background checks to be conducted by particular vendors and branded replacement parts to be purchased from them directly or through Distro. The Designated Products and Services may include: (i) products that bear the ASURION TECH REPAIR & SOLUTIONS mark or marks; (ii) ink, toner, consumables, tools, supplies, replacement parts, accessories, fixtures, furnishings, equipment, uniforms, supplies, stationary, packaging, forms, computer hardware, software, modems and peripheral equipment and other items, whose quality or other specifications we deem to be of significant importance to your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s) or which are produced or manufactured in accordance with our specifications and/or formulas, and products and services which we select as designated products and services, and (iii) services, including remote computer maintenance and data backup, computer repair, monitoring, training, and other items of service like those provided by organizations that provide referrals to or pre-screen service professionals that we may authorize you from time to time to use to provide additional and/or specialized support and assistance to customers.

We may, at our option, permit you to obtain inventory and parts on a consignment basis (collectively, the “**Consigned Parts**”) from us, Distro or another one of our affiliates (“**Consigning Party**”). All Consigned Parts provided by the Consigning Party for use in performing Approved Products and Services will at all times remain the property of the Consigning Party. You will be liable for the cost of any inventory discrepancies and shrinkage of the Consigned Parts, including the replacement cost of any Consigned Parts. You must pay the Consigning Party on use in repairs. You must comply with the Standards and other requirements that we may establish or revise periodically related to Consigned Parts. You must enter into a Consignment Agreement attached here as Exhibit Q.

We may also specify certain products and services, like merchandise, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, packaging, forms, Information Systems, vehicles used to operate as Mobile Units, and other products, supplies, services and equipment, some of which may be restricted to designated brands and models, other than Designated Products and Services, which you may or must use and/or offer and sell at/from your Store and Mobile Unit(s) (“**Ancillary Products and Services**”). You may, but will not be obligated to, purchase the Ancillary Products and Services from us or our affiliates, if we or our affiliates, supply the same. You may use, offer or sell only the Ancillary Products and Services that we have expressly authorized, and that are purchased or obtained from us, one of our affiliates, or a producer, manufacturer, distributor, supplier or service provider (“**Supplier**”) designated or approved by us under the Franchise Agreement.

If you wish to obtain authorized Ancillary Products and Services from a supplier other than us or one we have previously approved or designated (and not subsequently disapproved), you must seek our approval by written notice which (i) identifies the name and address of the company, (ii) contains the information we request or require to be provided in the Manuals (e.g. financial, operational and economic information regarding its business), and (iii) identifies the authorized item you seek to purchase from the proposed Supplier. On request, we will furnish you with specifications for the Ancillary Products and Services if they are not in the Manuals. The proposed Supplier must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure, and must demonstrate to our reasonable satisfaction (a) its ability to supply products meeting our specifications, (b) its reliability with respect to delivery and consistent quality of products or services, and (c) its ability to price the proposed products competitively. The proposed Supplier must, at our request, furnish at no cost product samples, specifications and other information we may require, and allow us or our representatives to inspect the proposed Supplier’s facilities and establish economic terms, delivery, service and other requirements consistent with our other distribution relationships for other ASURION TECH REPAIR & SOLUTIONS Stores and Mobile Unit(s).

We will use our good faith efforts to notify you of our decision within 60 days after we receive your request for approval and all requested back-up information.

Among the other factors we may consider in deciding whether to approve a proposed approved supplier, we may consider the effect that the approval may have on our and our franchisees' ability to obtain the lowest distribution costs with the quality and uniformity of product offered system-wide by ASURION TECH REPAIR & SOLUTIONS franchisees. We may also require a proposed approved supplier to agree in writing: (i) to provide us free samples on request of any Ancillary Products and Services it intends to supply, (ii) to faithfully comply with our specifications, and (iii) to sell any product bearing our trademarks only to our franchisees and only under a trademark license agreement in form we provide (which may require payment of a royalty), and (iv) to provide to us duplicate purchase invoices for our records and inspection. We reserve the right to subsequently revoke our approval on written notice to you.

You or your proposed approved supplier must pay us in advance (or if we request, reimburse us) our reasonably anticipated costs to review the proposed approved supplier's application and all current and future reasonable costs and expenses, to inspect and audit their facilities, equipment, and products, and all product testing costs paid by us to third parties.

None of our officers owns an interest in any approved or designated Supplier, including Distro, which will supply various products and services to you.

We have an agreement with our affiliate, Distro, who is an approved supplier and supplies repair parts and other goods or services to our franchisees' and our affiliates' Stores and Mobile Units. In 2021, Distro had revenue of \$198,434,321 from the sale of goods and services to franchisees. Otherwise, we have not negotiated purchase agreements with suppliers or established purchasing or distribution cooperatives. We review all suppliers whom you propose to use. None of our Total Revenue of \$34,988,395 during our fiscal year ended December 31, 2021 was derived from required purchases or leases by our franchisees.

You must purchase your initial inventory of interior graphics, Franchisor branded glass, a sign package, and window graphics from approved suppliers. You must purchase certain equipment, tools, supplies, parts and accessories that meet our specifications. These items may be purchased from us, our affiliates, or from Approved Suppliers. We are not the only approved supplier for any products, goods or services. However, in order to ensure quality or other specifications we deem to be of significant importance to the Store and/or System, including compliance with our agreements with Original Equipment Manufacturers (OEMs) and National Accounts partners, our affiliate, Distro, is currently the only approved supplier for certain parts used to perform repairs although we continuously evaluate alternative options as potential new Approved Suppliers. Our affiliate intends to operate competitively against other Approved Suppliers to provide franchisees with a lower cost, higher quality solution. Distro does include a mark-up on its prices and will continue to derive revenue and profits from its sales of goods and services to franchisees, but we do not derive revenue on account of those sales.

Except as described above, we do not currently derive revenue or other material consideration based on your purchases of products, merchandise and services from unaffiliated or unapproved suppliers. There are no purchasing or distribution cooperatives.

We estimate that substantially all of your expenditures for leases and purchases in establishing your Store and Mobile Unit(s) and substantially all of your expenditures on an ongoing basis during the operation of your Store and Mobile Unit(s) will be for goods and services which are subject to sourcing restrictions (that is, which must meet our standards and specifications), or which must be purchased from Suppliers which we designate or approve.

We may periodically require you to participate in test programs and market research to determine the salability of new products and services. The test programs may include selling certain products and offering specific services. If you are requested to participate in a test program, you must provide timely reports and other relevant information regarding the test program.

You must operate your Store and Mobile Unit(s) in compliance with the standard procedures, policies, rules and regulations contained in the Manuals. We do not reward or provide material benefits to you based on your use of designated Suppliers, but doing so is one of your obligations under the Franchise Agreement and may obligate you to purchase replacement or other designated or approved suppliers. We may terminate your Franchise Agreement if you purchase from unapproved sources in violation of your agreement.

Computer Equipment & Information Systems

You must obtain the “POS System” as detailed in the Manuals. The POS System must be connected via a high-speed connection at all times and be capable of accessing the Internet. You must obtain certain Information Systems that we specify. You must also obtain related service contracts, support contracts and other similar arrangements.

Records

All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to our requirements.

Insurance

You must maintain suitable insurance coverage and minimum amounts specified in the Franchise Agreement, Manuals or by written notice, including all risk property and casualty insurance for the replacement value of your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s); business interruption insurance providing for continued payment of all amounts due (or to become due) to us under your Franchise Agreement or any other agreement with us; workers compensation insurance as required by applicable law. Currently, you must maintain at a minimum the following coverages: Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including premises-operations, products/completed operations, contractual liability, independent contractors, personal and advertising injury liability hazards, errors and omissions, with an insurance company approved by us.

For the operation of a Mobile Unit, you must obtain and maintain insurance coverage in the types and amounts of coverage and deductibles required by applicable law and as specified in the Manuals (including automobile coverage for bodily injury and property damage liability protection) with an insurance company approved by us. Currently, you must maintain at a minimum Business Auto liability insurance, including coverage for “any auto,” with limits of not less than \$100,000 per person, \$300,000 per accident for bodily injury and \$50,000 for property damage.

All policies must name “Asurion and its subsidiaries and affiliates” as additional insureds. You may obtain additional insurance coverage as you feel necessary. You may purchase your insurance from any carrier subject to our approval, not to be unreasonably withheld.

Local Advertising

In addition to your Advertising Fee, you must spend at least 2% of Gross Sales on local advertising and promotion (“**Local Advertising**”), conforming with our policies and standards. At our request, you must

provide us, for review and approval, an advertising plan which details the Local Advertising to be provided over a twelve (12) month period.

Vehicles

Each vehicle used as a Mobile Unit must meet our then-current policies, including, among other things, specifications relating to the required quality, make, model, year, allowable mileage, equipment (including GPS or other specified electronic fleet tracking methods and devices), color, signage and body wrap, as specified in the Manuals, and you must lease each vehicle from a Supplier designated by us. You must maintain the condition and appearance of the vehicle in a “like new” condition and repair, perform periodic maintenance as necessary, and keep it clean, free of dents, scratches or other damage or mechanical problems.

Depending on the customer service needs of your location, you may be required to have and maintain in operation a Mobile Unit(s). If we determine that the number of Mobile Units is insufficient to service the volume of customer requests for mobile repairs, we may notify you of the number of additional Mobile Units you must add to your fleet, and you must add that number of Mobile Units to your fleet within 90 days of the date of notification, and if you decline or fail for any reason to add the requested number of fully equipped and operational Mobile Units to your fleet, we may terminate the Franchise Agreement and/or fashion other remedies including but not limited to removing, suspending or blocking your right to receive service requests, or operating Mobile Units ourselves in your area.

As described in more detail in Item 10, we have made arrangements with Automotive Rentals, Inc. (“**Lessor**”) whereby Lessor will lease vehicles, which have been equipped and outfitted in accordance with our Standards, to franchisees for them to operate as Mobile Units. There is no assurance or guarantee that Lessor will agree to lease any vehicle(s) to you or any other franchisee. The decision whether or not to lease to you will be in Lessor’s sole discretion, and may include you meeting credit worthiness and other conditions and qualifications. We will provide our approved supplier for the outfitting of Mobile Units with copies of our specifications for the design and layout of a Mobile Unit including mandatory fixtures, equipment, furnishings, décor, logos, wraps, trade dress, and signs which will then be delivered to the Lessor, fully equipped and outfitted.

We have the right, but not the obligation, to perform physical and remote electronic monitoring and inspections of each Mobile Unit and to physically inspect your Office, if applicable, to ensure that each meets the Standards, and that all fixtures, signs, furnishings and equipment comply with the Standards. You expressly consent to our use of GPS or other specified electronic methods and devices to track and monitor the location and movement of your Mobile Unit(s) and any laptop computer or personal mobile device approved in operation of your Mobile Unit(s).

To renew any of your rights under the Franchise Agreement, you must, at your expense, repaint, re-decal, and re-equip, your Mobile Unit(s), and if a Mobile Unit’s odometer reflects greater than 150,000 miles, replace the Mobile Unit and otherwise comply with our then-current Standards for new Mobile Units.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement, Area Development Agreement, or Sublease	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 5.1-5.3, 5.6 and 5.7 of Franchise Agreement; Section 6.1 of Area Development Agreement	Items 8 & 11
b. Pre-opening purchases/leases	Sections 5.3 and 5.6 of Franchise Agreement	Item 8
c. Site development and other pre-opening requirements	Sections 5.4 and 5.6 of Franchise Agreement; Section 6.1 of Area Development Agreement	Items 7 & 11
d. Initial and ongoing training	Article 6 of Franchise Agreement	Item 11
e. Opening	Sections 5.4.4 and 5.6.6 of Franchise Agreement	None
f. Fees	Article 4 of Franchise Agreement; Article 5 of Area Development Agreement	Items 5 & 6
g. Compliance with standards and policies/Operations Manuals	Article 7 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Article 11 of Franchise Agreement	Items 13 & 14
i. Restrictions on products/services offered	Sections 7.7, 9.1, 9.2, 9.3 and 9.4 of Franchise Agreement	Item 16
j. Warranty and customer service requirements	Sections 7.1 and 9.5 of Franchise Agreement	Item 11
k. Territorial development and sales quotas	Article 2 of Area Development Agreement	Item 12
l. Ongoing product/service purchases	Sections 9.1, 9.2, 9.3 and 9.4 of Franchise Agreement	Item 8
m. Maintenance, appearance, and remodeling requirements	Sections 5.5 and 5.6 of Franchise Agreement	Item 11
n. Insurance	Article 16 of Franchise Agreement	Items 6 & 8
o. Advertising	Article 8 of Franchise Agreement	Items 6 & 11
p. Indemnification	Sections 13.2.4, 13.3.4, 17.1 and 17.2 of Franchise Agreement; Sections 7.3, 10.1 and 10.2 of Area Development Agreement	Item 6
q. Owner's participation/management/staffing	Section 7.2 of Franchise Agreement	Items 11 & 15

Obligation	Section in Franchise Agreement, Area Development Agreement, or Sublease	Disclosure Document Item
r. Records/reports	Sections 10.1 and 10.4 of Franchise Agreement	Item 6
s. Inspections/audits	Sections 10.2 and 10.3 of Franchise Agreement	Items 6 & 11
t. Transfer	Sections 13.2, 13.3 and 13.4 of Franchise Agreement; Section 7.3 of Area Development Agreement	Item 17
u. Renewal	Sections 3.2, 3.3 and 3.4 of Franchise Agreement; Section 4.2, 4.3 and 4.4 of Area Development Agreement; Section 4.B.(ii) of Sublease	Item 17
v. Post-termination obligations	Article 15 of Franchise Agreement; Section 4.5 of Area Development Agreement	Item 17
w. Non-competition covenants	Section 12.1 of Franchise Agreement; Sections 8.1 and 8.2 of Area Development Agreement	Item 17
x. Dispute resolution	Article 19 of Franchise Agreement; Section 10.17 of Area Development Agreement	Item 17

ITEM 10 FINANCING

Except as described below, we do not offer direct or indirect financing and we do not guarantee your note, lease or obligation.

Sublease of Store Premises

In certain instances, we or our affiliate may enter into subleases for store sites in certain geographical markets and may offer one or more of those sites to you, in which case you must sign a sublease on terms negotiated by us or our affiliate and you at the time of execution of the sublease (the form of which is attached as Exhibit M to this disclosure document). In the event of a subleasing arrangement, the nine (9) months usually allowed for you to begin operations may be reduced based on the status of the construction of the premises.

Other Financing and Leasing Programs

SUMMARY OF FINANCING/LEASING OFFERED

Item Financed	Source of Financing	Amount Financed	Term (Mos)	Interest Rate	Prepay Penalty	Security Required	Liability on Default	Loss of Legal Right on Default
Van Lease(s)	Automotive Rentals, Inc. (Note 2)	Varies, About \$750 to \$1,050 /month /vehicle	Min. of 12 to 24	3 Year Swap + 1.30%	None	Guarantee	Cancellation of Lease and sale of vehicle, repossession of vehicle, acceleration of lease payments	Waive notice and service of process, Confess judgment

Notes:

We have made arrangements with Automotive Rentals, Inc. (“**Lessor**”) for Lessor to lease vehicles franchisees for them to operate Mobile Units. If you want to lease a vehicle from Lessor (a) you will sign a Participation Agreement (the “**Lease**”) (See Exhibit P); (b) your owners must guarantee your obligations under the Lease by signing the Participation Agreement as guarantors; and (c) you will sign other documents required by the Lessor, including the TRAC Certification, certifying your use of the leased vehicle for business purposes (Participation Agreement, Attachment I). There is no assurance or guarantee that Lessor will agree to lease any vehicle(s) to you or any other franchisee. The decision whether or not to lease to you will be in Lessor’s and our sole discretion, and may include you meeting credit worthiness and other conditions and qualifications. If the Lessor declines to lease at least one Mobile Unit to you or we disapprove your entry into an agreement with the Lessor, and we cannot make other mutually acceptable arrangements for you to obtain one, we will agree to a mutual termination of your Franchise Agreement, as applicable, in exchange for a refund of any Initial Franchise Fees you paid to us on signing, and an exchange of mutual releases. Your lease of a vehicle and the associated extension of credit is not and shall not be deemed to be an assurance that your Mobile Unit will be successful or achieve any financial metric. The Lessor is unaffiliated with us. The vehicle(s) you lease may only be used as a Mobile Unit. Monthly lease payments vary depending on the year, make and model of the vehicle, whether the vehicle is factory ordered or a dealer stock purchase and invoice price. You will incur a lease activation fee of \$75. The typical monthly lease payment for a factory ordered T-150 Transit Van is about \$850 to \$1,050, and for a factory ordered Transit Connect Van is about \$750 to \$950. The minimum term of the lease varies depending on the weight of the vehicle. For a vehicle weighing up to 5 tons, the minimum term is 12 months. For a vehicle weighing more than 5 tons, the minimum term is 24 months. Interest is based on the 3-year swap rate at the beginning of the lease term, plus 130 basis points. For example, assuming a 3-year swap rate of .65, plus 130 basis points, the overall interest rate would be 1.95% (Participation Agreement, Exhibit C). Certain other fees ranging from \$0 to \$100 may be applicable during the term and on termination of the Lease (Participation Agreement, Exhibit A). The Lease is a contract for leasing only. You will acquire no ownership of the vehicle during the term of the Lease. The vehicle will be registered in the name of Lessor during the term of the Lease (Participation Agreement, Exhibit A). The lease can be prepaid at any time. Your payment and performance under the Lease must be guaranteed by your owners (Participation Agreement). If you do not make your payment on time or otherwise default on the Lease, Lessor may: (i) cancel the Lease and sell the vehicle; (ii) take possession of the vehicle; (iii) take other action as Lessor may deem necessary; (iv) call all sums due and owing under the Lease immediately due and payable; (v) exercise any other rights available at law; and (vi) collect all sums due under the terms of the Lease, including attorneys’ fees and all other costs and expenses (Participation Agreement, Exhibit A, Article 19).

Because the Lease is provided by Lessor, we are not aware of its practice or intent to sell, assign, or discount to a third party all or part of the Lease. A condition to entering into the Lease, Lessor has required

us and uBreakiFix Holdings Co to guarantee your payment and performance of the Lease, and Asurion to guarantee uBreakiFix Holdings Co's payment under the Lease. If Lessor will lease a vehicle to you, then we will require you to sign our Lease Addendum to Franchise Agreement, pursuant, which provides that a default of the Lease will be a default of your agreements with us, including your Franchise Agreement (Exhibit A-1). Accordingly, if you default on the Lease, you will be in default of your Franchise Agreement. In that case, we may terminate your Franchise Agreement, and you must, at our option, to sell certain equipment and furnishings of your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s) to us or our designate in accordance with your Franchise Agreement. We may offset against any obligations we may have if we purchase equipment and/or furnishings, any amounts owed by you to us, including the amounts owed under the Lease. You must also indemnify us and our affiliates from any and all liabilities we may incur in connection with your default of the Lease.

We receive no consideration from Lessor.

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 Obligations

Before you open your Store and begin operating Mobile Unit(s), we will do the following:

Site Review. If you have not found a location for your Store or Office, as applicable, when you sign the Franchise Agreement, you must promptly locate one or more proposed sites which meet our current standards and specifications. For each proposed site, you will submit to us certain information regarding the site that we request. On receiving the information regarding a proposed site, we will review the information and either accept or reject the proposed site. We will review one proposed site at no charge. However, for the second site that we review, and for each additional site, you must reimburse us for all costs and expenses that we incur in reviewing the site. If we do not approve your proposed site within 30 days after your submission (or 15 days after you provide any supplemental information we request), the site will be considered rejected. (Franchise Agreement, §5.1.) Your Store location will be purchased or leased by you from independent third parties. If we or our affiliate offer a site to you that has already been leased by us, and you accept the site, you must sign a sublease.

Site Selection Assistance. You are solely responsible for selecting the site of your Store, which will be subject to our review and acceptance. We do not locate sites for you, but we may, at our option, assist you in locating or evaluating a site. You may not construe any assistance we may provide, or our acceptance as a guarantee or other assurance that the site will be successful. The factors we consider in accepting sites include general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings and lease terms. (Franchise Agreement, §5.2)

Site Design Assistance. We will provide a copy of our basic specifications for the design and layout of your Store and Mobile Unit(s). You are responsible for the costs of preparing architectural, engineering and construction drawings and site plans, which you must submit to us for our review and approval before you begin construction. You are responsible for the costs of construction and remodeling. (Franchise Agreement, §5.4. and §5.6)

Training. We provide an initial training program and on-site opening assistance described below. (Franchise Agreement, §§ 6.1 and 6.2)

Manuals. You will have access to our confidential Manuals during the term of your Franchise Agreement through our online portal system. The Manuals contain our library of operations and training manuals, including start-up manual and franchise unit operation manual, and any other written directive related to the operation of Stores and Mobile Units, including all bulletins, supplements and ancillary and additional manuals and written directives established by us and includes our standard operational procedures, policies, rules and regulations with which you must comply. (Franchise Agreement, § 7.5) In Exhibit I is a copy of the table of contents of our Manuals that indicates the number of pages devoted to each subject.

Time to Open

We estimate that the typical time between signing a Franchise Agreement and opening an ASURION TECH REPAIR & SOLUTIONS Store will be between 2 and 9 months, assuming that a location can be obtained and leased within one month after you sign the Franchise Agreement. If there are unforeseen delays, it could take considerably longer for you to open your Store. Factors that may affect the length of time it takes you to open your Store include the process of negotiating a lease, construction delays, drafting architectural plans, obtaining permits, weather conditions, shortages, and delayed installation of equipment, fixtures and signs.

We estimate that the typical time between signing the Franchise Agreement and beginning operation of your Mobile Unit(s) will be between 1 and 7 months, assuming that a vehicle can be obtained and leased within one month after you sign the Franchise Agreement. If there are unforeseen delays, it could take considerably longer for you to begin operating your Mobile Unit(s). Factors that may affect the length of time it takes you to begin operating your Mobile Unit(s) include the process of negotiating a lease, outfitting, wrapping, equipping, obtaining licenses, permits, insurance coverage, weather conditions, shortages, and delayed installation of equipment, fixtures and signs.

We will provide you with copies of our specifications for the design and layout of your Store and required fixtures, equipment, furnishings, decor, trade dress, and signs. You will construct, equip and improve your Store in accordance with our Standards, unless we agree, in writing, to any modifications. You will employ licensed architects, engineers and general contractors, at your sole cost and expense, to prepare architectural, engineering and construction drawings and site plans, and to obtain all permits required to construct, remodel, renovate, and/or equip your Store and Mobile Unit(s). All plans, and modifications and revisions must be provided to us for our review and acceptance before you begin construction of your Store (within 60 days of signing the Franchise Agreement, unless we otherwise agree in writing).

As described in detail in Item 10, we have made arrangements with Automotive Rentals, Inc. (“**Lessor**”) whereby Lessor will lease vehicles, which have been equipped and outfitted in accordance with our Standards, to franchisees for them to operate as Mobile Units. There is no assurance or guarantee that Lessor will agree to lease any vehicle(s) to you or any other franchisee. We will provide our approved supplier for the outfitting of Mobile Units with copies of our specifications for the design and layout of a Mobile Unit including mandatory fixtures, equipment, furnishings, décor, logos, wraps, trade dress, and signs which will then be delivered to the Lessor, fully equipped and outfitted. There is no assurance or guarantee that Lessor will agree to lease any vehicle(s) to you or any other franchisee. The decision whether or not to lease to you will be in Lessor’s sole discretion, and may include you meeting credit worthiness and other conditions and qualifications.

Subject only to Force Majeure (provided that you continuously comply with the terms of the Franchise Agreement), you must complete construction or renovation, of your Store and all improvements, including installation of all fixtures, signs, equipment and furnishings as soon as possible, and no later than 6 months after construction begins, unless we consent in writing to a longer time period. You must begin operation of your Store within 9 months of signing the Franchise Agreement, unless you are subleasing store premises from

us or our affiliate, then this time period may be reduced depending on the status of the construction of the premises.

Subject only to Force Majeure (provided that you continuously comply with the terms of the Franchise Agreement), you must complete modification and equipping, as the case may be, of your Mobile Unit(s) and all improvements, including installation of all fixtures, signs, and equipment as soon as possible and promptly after obtaining prior written consent from us to begin Mobile Unit operations.

You may not begin operation of a Mobile Unit until the Mobile Unit is available, fully modified to meet Standards, and we have authorized you in writing to begin operation.

Obligations After Opening.

During the operation of your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s):

1. On reasonable request, we will give you additional assistance and advice to help you run your Store and Mobile Unit(s). In our sole discretion, we may send a representative to your Store to discuss your operations. If provided at your request, you must reimburse our expenses and pay our then-current training charges. (Franchise Agreement, § 6.5)

2. We will periodically designate Approved Products and Services which you must stock and provide. We or our affiliate(s) will sell you the products, as long as we supply them. (Franchise Agreement, § 9.1) Approved Products and Services presently include (a) repair services for computers, smart phones, tablets, gaming consoles and other electronic equipment; installation and set-up of computers and electronic equipment; (b) remote or on-site installation, set-up and maintenance of computer hardware, software, and other electronic equipment, (c) customer training; (d) the marketing, offer and sale of various items of approved hardware, software, accessories, ink, toner and other consumables, server infrastructure upgrades for computers, peripheral equipment, smart phones, tablets, gaming consoles and other electronic equipment, (e) remote data backup and monitoring; and (g) other sales, support and service that we authorize through remote, telephone, in-home or on-site sales and services. Approved Products and Services may in the future include a Device Recommerce Program developed by us. The menu of Approved Products and Services which you may offer from your Mobile Unit(s) may be different than or subject to different policies and Standards than those applicable to a Store.

3. We may, at our option, establish an Intranet through which our franchisees may communicate with each other, and through which we may communicate with you and may disseminate the Manuals, updates to the Manuals, and other confidential information to you. We will have sole discretion and control over all aspects of the Intranet, including content and functionality. (Franchise Agreement, § 7.15)

4. We will approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose to use in connection with local advertising. (Franchise Agreement, § 8.1)

5. We establish Standards governing the marketing, solicitation, sale and provision of services relating to any “**National Accounts**” which include (i) potential or existing businesses (or the businesses’ customers) that have multiple offices, facilities, retail premises, or operations or (ii) department store, electronics or mobile phone or computer retailer, “membership based retailer,” or other business(es) whose clientele include potential customers for Approved Products and Services. You must comply with these Standards, as amended by us, from time to time. We reserve the exclusive right to solicit, enter into, and administer national and/or regional contracts with National Accounts. We may in our sole and absolute discretion offer you the opportunity to service the office, facility, service, or operation of the National Account for so long as you remain in good standing and in compliance with all of your obligations under the Franchise

Agreement, including the Standards. You may not solicit National Accounts, regardless where their offices, facilities, services, or operations may be situated without our prior written consent. You will have no right to negotiate any agreement with National Accounts unless we expressly request you do so in writing. You may service an office, facility, service or operation of the National Account only if you agree to participate in the program we have established with the applicable National Account, including the execution of a National Account Participation Agreement, if we request, acceptance of the compensation we offer to you and the policies we establish related to the National Account. You may not attempt to arrange any different terms or collect any additional fees than those which we have negotiated. If you do not participate in the program for a National Account, or if you fail to comply with the terms of the Franchise Agreement, the participation agreement or other terms related to any National Account program in which you participate, or otherwise fail to meet all Standards, we may, in addition to all other remedies, refuse to permit you to service or continue to service any and all National Accounts, and allow the National Account to be serviced by us, an affiliate or other franchisees, even if such National Account is located within your Store's Territory. We may provide a centralized billing system, dispatch service and/or other systems related to the administration or services of National Accounts, and we may charge you an administrative fee, which will not exceed 5% of your Gross Sales resulting from performance of services to National Accounts. The administrative fee will be in addition to, and will be calculated before deduction of, all other fees payable by you under the Franchise Agreement with respect to National Accounts, including Royalties and Advertising Fees. Payment for services performed under any contract for a National Account will be contingent on our receiving payment from the National Account; we do not guarantee payment by the National Account. We may deduct from our payments due to you any amounts you owe us. In most cases, we will pay you the anticipated amount owed from a National Account partner upfront and claw back any amounts that were denied payment by the National Account. Otherwise, you will be paid promptly, typically within 30 days of our receipt of the payment by the National Account.

Advertising (Franchise Agreement, §8)

Advertising Fund

Currently, we do not require any contributions to be made to the Advertising Fund. In the future, however, we may require you to pay us an Advertising Fee that we determine (not to exceed 2% of your Gross Sales) to our advertising fund. We will direct all advertising programs and control the creative concepts, materials and media used, media placement and allocation. Media placement may be on a national, regional or local basis. We need not make expenditures that are equivalent or proportionate to your contributions. We need not ensure that any particular franchisee benefits directly or proportionately from fund advertising. The fund is not a trust and we are not a fiduciary.

The fund may be used to meet all costs of administering, directing, preparing, placing and paying for national, regional or local advertising to promote and enhance the image, identify or patronage of ASURION TECH REPAIR & SOLUTIONS Stores and/or Mobile Units owned by us or our affiliates and by franchisees. We will either transfer the advertising contributions to a separate entity to whom we have delegated the responsibility to operate and maintain the advertising fund or administratively segregate on our books and records the advertising contributions we receive from franchisees. However, we are not required to maintain the contributions paid by you or other franchises to the fund and income earned by the fund in a separate account. But we may not use this money principally to solicit new franchise sales. We may include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Advertising Fund.

Within 60 days following each of our fiscal years in which we operated the Advertising Fund, we will prepare an unaudited report certified as correct by a Franchisor officer showing the Advertising Fund balance at the beginning of the year, the total amount contributed by franchisees and allocated by us on behalf of Company or affiliate-owned ASURION TECH REPAIR & SOLUTIONS Stores, and the amount actually expended for the year, and remaining balance or deficit in the Advertising Fund at the end of the fiscal year

end. At your request, we will furnish a copy of the report to you. We do not conduct an audit of the Advertising Fund.

We may spend in any fiscal year an amount greater or less than the aggregate contributions to the Advertising Fund in that year and may cause the Advertising Fund to borrow funds to cover deficits or invest in surplus funds. If we spend less than the total of all contributions to the Advertising Fund during any fiscal year, we may accumulate those sums for use in later years. If we or an affiliate advances money to the Advertising Fund beyond what it contributes on account of Company or affiliate-owned ASURION TECH REPAIR & SOLUTIONS Stores, we will be entitled to reimbursement. Any interest earned on monies held in the Advertising Fund may be retained by us for our own use, in our discretion.

Although we intend the fund to be perpetual we can terminate the fund. We will not terminate the fund until it has spent all money in the fund for advertising and promotional purposes.

As of December 31, 2021, we did not require franchisees to contribute to the Advertising Fund. Once we require franchisees to contribute, not all franchisees may be obligated to contribute, and some may contribute a different amount or at a different rate, as we determine appropriate. We will allocate for each ASURION TECH REPAIR & SOLUTIONS Store operated by us or any affiliate the amount that would be required to be contributed to the Advertising Fund if it were a franchised Store. We will either transfer the advertising contributions to a separate entity to whom we have delegated the responsibility to operate and maintain the advertising fund or administratively segregate the on our books and records, but commingled with our general operating funds, the advertising contributions we receive from franchisees. We or our affiliates may collect rebates and allowances and credits from Suppliers based on purchases or sales by us, our affiliates and franchisees and have the right to retain the sums for our own purposes, return the sums to be used by one or more franchisees, including for designated purposes, and use the sums for advertising the ASURION TECH REPAIR & SOLUTIONS brand, or one or more Advertising Fund expenditures in our discretion. Any contribution of the rebates or credits to the Advertising Fund will not reduce your obligation to pay the Advertising Fee.

We may include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Advertising Fund.

Other Advertising Information

There is no obligation for us to maintain any advertising program or to spend any amount on advertising in your area or Territory.

You may develop advertising materials for your own use, at your own cost. You must submit to us all advertising materials not prepared or previously approved by us (or of which we subsequently withdraw approval), for our approval. If we do not approve your advertising materials within 15 days, the proposed advertising will be deemed disapproved. (Franchise Agreement § 8.1)

Although we do not currently do so, we may, in the future, require you to expend, in addition to the Advertising Fee, if any, at least 2% of your Gross Sales on local advertising (“**Local Advertising Expenditure**”) and promotion of your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s), conforming to our specifications in the Manuals. Although not required to do so, we strongly recommend that you expend an amount equal to 3-5% of Gross Sales as your Local Advertising Expenditure during each year, on approved advertising programs. At our request, you must submit, for our acceptance, a local advertising plan that details the local advertising you will conduct over a 12-month period. Without our express written consent, you may not use your Local Advertising Expenditure for market-wide research, seminars, entertainment, fees paid to consultants not approved by us, incentive programs, charitable

contributions, press parties or specialty items (unless part of a market-wide program approved by us and the cost is not recovered by the promotion). (Franchise Agreement § 8.2)

Advertising Council

There is no advertising council composed of franchisees that advises the franchisor on advertising policies. The Franchise Agreement does not give us the power to form, change or dissolve an advertising council.

Advertising Cooperatives

As of the date of this disclosure document, we have not established any local or regional advertising cooperatives (“**Co-op**”). If we do so in the future, you must participate in any advertising Co-op for the region in which your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s) are located. We will notify you in writing if you must join a regional advertising cooperative for your area and the amount of your advertising cooperative contributions. We determine the area of each advertising cooperative.

Each advertising cooperative must adopt written governing documents. A copy of the governing documents (if one has been established) will be available on request. At all meetings of cooperative advertising regions, each participating franchisee is entitled to one vote per ASURION TECH REPAIR & SOLUTIONS Store that franchisee operates in the cooperative region and we are entitled to one vote for each Company-owned ASURION TECH REPAIR & SOLUTIONS Store in the region. Mobile Units are not considered in determining voting.

Your minimum contributions to the advertising cooperative will be determined by us. However, each cooperative may increase the contribution by affirmative vote of not less than a majority of the voting power of the cooperative region. We or our affiliate, as applicable, will contribute to the advertising cooperative for each of our Company or affiliate-owned ASURION TECH REPAIR & SOLUTIONS Stores located in the cooperative region on the same basis as franchisees.

The advertising cooperative must prepare quarterly and annual financial statements prepared by an independent CPA and be made available to all franchisees in that advertising cooperative.

Referral Programs (Franchise Agreement § 8.7.6)

To competitively attract customers, we may enter arrangements with walk-in retail or other similar businesses (“**Referring Businesses**”) who will introduce their customers as potential servicing leads (“**Referred Customers**”) in exchange for us rewarding the Referring Businesses with a Referral Commission on sales to the Referred Customers in an amount which we establish not to exceed 10% of the Total Ticket Price (defined below). You will pay us the applicable Referral Commission on every sale you make to a Referred Customer, which we will then pay to the Referring Businesses. The “Total Ticket Price” is the Gross Sales you receive from the Referred Customer, exclusive of sales tax and before applying any discounts, credits, rebates, adjustments, and shipping, handling, insurance and related transportation costs. We may establish Standards governing the referral of Referred Customers, and you must comply with them. We may provide a centralized billing system, dispatch service and/or other systems related to the administration or servicing of leads from Referring Businesses.

Point of Sale/Information Systems (Franchise Agreement, § 7.3)

Before you begin operating your ASURION TECH REPAIR & SOLUTIONS Store, you must purchase the required computer and point-of-sale hardware and software, remote control software, Internet

connections and service, required dedicated telephone lines and other computer-related accessories, software, peripherals and equipment (the “**Information Systems**”). The approximate initial cost to you for the Information Systems is \$3,000 to \$6,000 which includes vendor provided training); to purchase and install the Information Systems. POS software will be provided by our affiliate. You must purchase a computer(s), receipt printer(s), cash drawer(s), bar code scanner(s), monitor(s) and all other necessary peripherals required to operate POS system from an approved supplier which may be our affiliate. The POS software provided by our affiliate will have at a minimum the ability to track inventory, sales, customers, sales tax collected, repairs in progress, and employee hours. We will provide initial POS training on site and continued POS training through the Franchisor intranet. Basic trouble shooting and tech support will also be provided by us. We reserve the right to make changes to existing POS (Point of Sale)/Information System or change POS (Point of Sale)/Information System at any time. You must also obtain payment processing services from the approved supplier. We reserve the right to make changes to the approved supplier of payment processing services at any time. You must obtain high-speed communications access for your point-of-sale system, like broadband, DSL or other high-speed capacity.

We, and/or one of our National Accounts partners, have the right, but not the obligation, to perform physical or remote electronic monitoring, tracking, and inspections of your Mobile Unit(s) at any time to ensure that the operation meets Standards, including that all fixtures, signs, furnishings and equipment comply with Standards. You must consent to the use of GPS or other specified electronic methods and devices to track and monitor the location, movement, and operation of your Mobile Unit(s) and any laptop computer or personal mobile device used in connection with your Mobile Unit(s). You must inform all individuals that will be operating the Mobile Unit(s) of this and obtain any necessary written consents to the same.

The Mobile Unit Information Systems must at all times be connected to one or more high-speed communications media specified by us or our designee and capable of accessing the Internet via hotspots. You must transmit and receive data necessary or appropriate for the operation of your Mobile Unit(s), in the form and manner prescribed by us.

You must also maintain a functioning e-mail address for your business, on our outsourced web hosting service. Although we currently bear this cost on your behalf, we may require you to reimburse us for our actual costs associated with this service (presently about \$100 yearly) per email account. You must apply for and maintain systems for use of debit cards, credit cards, loyalty and Gift Cards and other non-cash payment methods. You must adhere to all PCI (Payment Card Industry), CISP (Cardholder Information Security Program) and SDP (Site Data Protection) compliance specifications, as amended.

You must sell, or otherwise issue, as we may designate, stored-value, loyalty and gift cards, certificates and other non-cash payment methods (collectively “**Gift Cards**”) that we designate and only in the manner specified in the Manuals and National Account standard operating procedures available on the ASURION TECH REPAIR & SOLUTIONS intranet. You must fully honor all Gift Cards that are in the form approved or required by us, regardless of whether the Gift Card was issued by you or another franchisee, or purchased at any other location, like a retail or grocery store, via the internet or via other means of distribution. You must sell, issue and redeem (without any offset) Gift Cards in accordance with the procedures and policies we may specify in the Manuals or otherwise in writing (the “**Gift Card Program**”). You may be required to (a) enter into a separate agreement with a third party provider of Gift Card processing services under the terms and conditions as may be required by the third party for participation in the Gift Card Program; (b) purchase or upgrade, as necessary, hardware, software or other equipment, required for participation in the Gift Card Program; (c) purchase and maintain sufficient inventory of Gift Cards for sale at/from your Store and Mobile Unit(s); (d) promote the sale of Gift Cards using only marketing methods and materials we approve; (e) comply in all material respects with all applicable laws, statutes and regulations in performing your obligations under the Franchise Agreement and otherwise in connection with the Gift Card Program; and (f) sign other

agreements or documents as we reasonably require for the Gift Card Program. We may discontinue or modify the Gift Card Program at any time, in our sole discretion.

The required Information Systems includes one computer system with all necessary software, one receipt printer, one cash drawer, one bar code scanner, one monitor and all other necessary peripherals required to operate POS system. The POS software will have at a minimum the ability to track inventory, sales, customers, sales tax collected, repairs in progress, and employee hours. You must purchase this system from Suppliers we designate.

We will store information concerning your sales, inventory, accounting and other operations on Information Systems we deem fit and in accordance with our record retention policy.

We may enter into agreements with Internet Referral Sources to refer customers to us and our franchisees, including you, and we may establish Standards governing the referral of customers derived via Internet Referral Sources. You must comply with these Standards, as amended by us from time to time, and we may condition your right to receive and make referrals on your compliance with these Standards. We do not currently do so, however we may provide a centralized billing system, dispatch service and/or other systems related to the administration or services of leads from Internet Referral Sources, and we may charge you an administrative fee, of not more than 5% of your Gross Sales resulting from performance of services to customers from Internet Referral Sources. The administrative fee will be in addition to, and will be calculated before deduction of, all other fees payable by you under the Franchise Agreement, including National Accounts Fees, Continuing Royalties and Advertising Fees. We may deduct from our payments due to you any amounts you owe to us. You will not enter into any arrangement or agreement with an Internet Referral Source without our prior written consent.

You must provide all assistance we require to bring your point-of-sale system on-line with our Information Systems at the earliest possible time and to maintain this connection as we require. We may retrieve all information that we consider necessary, desirable or appropriate. There are no contractual limitations on our right to access information.

Neither we nor any of our affiliates have an obligation to provide ongoing maintenance, repairs, upgrades or updates to the Information System. There are no contractual limitations on our ability to require you to update, upgrade or replace the Information Systems, add components to the Information Systems, and upgrade, update or replace components of the Information Systems. We may require you to update, upgrade or replace the Information Systems, including hardware and/or software, on written notice, and these costs might not be fully amortizable over the time remaining in the term of your Franchise Agreement. We cannot estimate the cost of maintaining, updating or upgrading the Information Systems or their components, because the cost will depend on your repair history, local costs of computer maintenance services in your area and technological advances that we cannot predict at this time.

Training (Franchise Agreement, Article 6)

Before opening your first ASURION TECH REPAIR & SOLUTIONS Store to the public, we will train up to 3 persons at our training facilities in Orlando, Florida; or at some other location closer to your Store as we determine (the “**Designated Training Facility**”). The initial training program is about 48 hours per week of training over 3 weeks. The following table describes our initial training program:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Repair Theory	8	0	Orlando, FL*
Smartphone Repairs	40	0	Orlando, FL*
iPad Repair	8	0	Orlando, FL*
Basic PC Troubleshooting/Repair	10	0	Orlando, FL*
Basic Mac Troubleshooting/Repair	6	0	Orlando, FL*
Liquid Damage Repair	8	0	Orlando, FL*
Basic Soldering Skills	8	0	Orlando, FL*
Customer Service Training	24	0	Orlando, FL*
POS/Work Order Training	8	0	Orlando, FL*
Franchisor Portal Training	8	0	Orlando, FL*
Marketing	1	0	Orlando, FL*
Employee Management	2	0	Orlando, FL*
Financials and Brand Management	1	0	Orlando, FL*
Misc. Store Operations	4	0	Orlando, FL*
Q&A and Discussion	8	0	Orlando, FL*
Total	144	0	

*Or another Designated Training Facility closer to your Store, as we determine. In certain circumstances, we may decide the training program should be conducted virtually. If the training program is conducted virtually, we send you the necessary devices, parts, tools and other items you will need to learn and practice repairs.

We will hold training as frequently as we determine necessary. You or your Operating Principal must attend and complete the training program to our satisfaction. Your Store Manager and/or Mobile Unit Manager, as applicable, must attend and complete the training program to our satisfaction. The training program is conducted by our professional training staff, which is directed by our Senior Manager of Training, Calle Lieppman. Specialized teaching materials will be used including manuals, checklists and exams. Other employees may participate in the training program in their respective areas of expertise. Ms. Lieppman has two (2) years of experience with us and sixteen (16) years in the technology industry.

Except as described below, we will provide the initial training program for up to three persons, and you must pay the Initial Training Fee of \$12,500 (for your first Store and Mobile Unit) plus the travel and living expenses for you and your staff during that training. We may charge you our then-current training fee for any additional personnel that attend the initial training program and for any additional training we provide. If you or any of your Owners already own or operate one or more ASURION TECH REPAIR & SOLUTIONS Stores, and if we determine, in our sole discretion, that your existing Store(s) operations meet our standards and specifications, then we are not obligated to provide, and you are not obligated to attend, the initial training program (and pay the Initial Training Fee) for your second or subsequent Store.

Immediately before and after your first Store opens to the public, we will provide 16 days of on-site training to your Operating Principal and ASURION TECH REPAIR & SOLUTIONS manager. We do not

charge a fee for on-site training; but if we determine that it is necessary to provide more than 16 days of on-site training, you must reimburse us for our costs and expenses, including wages, salaries, travel and lodging expenses that we incur as a result of extending the on-site training.

We will provide additional assistance and training to you and your staff if you request or if we decide it is necessary to implement new procedures or programs important to us in the operation of ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s). We may also provide optional additional assistance for you and your staff. The additional assistance may be held on a national or regional basis at locations that we choose. We may establish charges for the additional assistance, and in addition to any charges we establish, you must pay all transportation costs, food, lodging and other similar costs that you and your staff incur in connection with attending any additional training.

The Initial Training Program and On-Site Training will not be provided and no Initial Training Fee will be imposed if: (i) you and/or any of your Owners is operating one or more ASURION TECH REPAIR & SOLUTIONS Stores as of the date you sign the Franchise Agreement, or if your Operating Principal is an Experienced Manager, and your and/or any of your affiliates' existing Stores or Mobile Units are in compliance with Standards, and your Operating Principal has previously completed the Initial Training Program to our satisfaction, or (ii) the Franchise Agreement is executed as the Successor Franchise Agreement; or (iii) the Franchise Agreement is executed in connection with an assignment, including if you purchased the Mobile Unit business from another franchisee, and you and your Operating Principal have completed the Initial Training Program to our satisfaction with respect to another Store.

ITEM 12 TERRITORY

Franchise Agreement

The location of your franchise will be specified in the Franchise Agreement. However, if you and we have not agreed on the location of your ASURION TECH REPAIR & SOLUTIONS Store when you sign your Franchise Agreement, you must secure a location for your Store at a site accepted by us; we will assign you a provisional territory for 90 days in which to find a site meeting our standards. Our acceptance of a proposed location is not a guarantee that your Store will be successful. You may not relocate the Store without our prior written approval. You may apply for the right to open additional Stores under separate Franchise Agreements, but we have no obligation to allow you to open additional Stores. The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises.

During the term of your Franchise Agreement, we will not open or operate, or license others to own or operate, any fixed-location ASURION TECH REPAIR & SOLUTIONS Store at any physical site in your Territory. Your Territory will be described in Attachment 1 to your Franchise Agreement before you sign the agreement; provided, that if we have not agreed on the location when you sign, we will determine the size and boundaries of your Territory when we approve your location, the exact size of which will vary depending on the location you select. It will be a radius of one mile surrounding your Store if located in an urban area or 3 miles surrounding your Store if located in a suburban area. Alternatively, it may be some other geographic area (containing a daytime and residential population of about 100,000 persons), described by attaching a map, or by reference to streets, natural boundaries or zip codes.

By signing the Franchise Agreement, you can, on a non-exclusive basis and if there is adequate customer demand in your Territory, operate Mobile Unit(s), each subject to our prior written approval, to offer, sell and provide certain Approved Products and Services for delivery via the Mobile Unit(s), at the homes or business addresses or other addresses provided by Residential and Small Business Customers and National Account customers assigned by the Dispatch System.

We reserve all rights not expressly granted in the Franchise Agreement (“**Reserved Rights**”). Accordingly, you will not receive an exclusive territory. You may face competition from other franchisees, from Stores and Mobile Units that we own, or from other channels of distribution or competitive brands that we control. Our Reserved Rights include, the exclusive, unrestricted right, in our discretion, directly and indirectly and through our employees, affiliates, representatives, franchisees, licensees, assigns, agents and others:

(ii) (a) To own or operate, and to license others (which may include our affiliates) to own or operate ASURION TECH REPAIR & SOLUTIONS Stores at any location outside your Territory and regardless of proximity to your Store, (b) to own or operate, and to license others (which may include our affiliates) to own or operate other businesses operating under names other than “ASURION TECH REPAIR & SOLUTIONS”, at any location, within or outside your Territory (and Development Area if applicable) and regardless of their proximity to your Store; and (c) to advertise and promote ASURION TECH REPAIR & SOLUTIONS services at any location and by any means, including the Internet;

(iii) To provide repair work on products “mailed-in” by customers and/or provide customer support and assistance remotely, to customers wherever located, including to customers in your Territory (and Development Area, if applicable), and to solicit repair work, support and assistance by means of the Internet or Internet website, direct mail advertising and other distribution methods whether or not operating under the name “ASURION TECH REPAIR & SOLUTIONS”;

(iv) To accept mail-in electronic devices in exchange for payment or resale and/or provide electronic device recommerce related support and assistance to customers wherever located, including to customers located within your Territory, and to solicit such electronic devices by means of the Internet or Internet web site, direct mail advertising and other distribution methods (that is, your right to participate in the Device Recommerce Program is limited to face-to-face transactions from your Store, unless we permit otherwise);

(v) To promote, market, offer, sell and re-sell merchandise and other products via the Internet, direct mail advertising, or other distribution methods or channels of commerce, including to customers located within your Territory (and Development Area, if applicable) and at any location (regardless of its proximity to your Store);

(vi) To provide services to or for National Accounts at any location, or to or for National Account customers at any location, within or outside your Territory (and Development Area, if applicable), and regardless of proximity to your Store, subject to the information provided below under “National Accounts” ;

(vii) To own, operate and license others to own and operate Mobile Units whether or not under the ASURION TECH REPAIR & SOLUTIONS name and Mark within or outside of a franchisee’s Territory; and

(viii) To establish and operate, and to grant others the right to establish and operate, Stores that are located within non-traditional venues in or outside the Territory and regardless of proximity to the Store, including, without limitation, convention centers, military bases, airports, hotels, sports facilities, theme parks, hospitals, college campuses, transportation facilities, venues in which master concessionaires provide foodservice, and similar captive market locations.

We do not pay compensation to you for soliciting or accepting orders from inside your Territory.

Dispatch System

When operating your Mobile Unit(s), you must participate only in the Dispatch System (defined below) we designate and must pay us the then-current dispatch fees established by us for each dispatch transmitted to you whether or not the dispatch results in a transaction (“**Dispatch Fee**”). As of the date of this Franchise Disclosure Document, the current Dispatch Fee is equal to \$0.50 per dispatch. This fee is subject to change at our sole and absolute discretion on not less than 30 days prior written notice. If you fail to pay Dispatch Fees when due in accordance with the Franchise Agreement, we may terminate the Franchise Agreement, or fashion other remedies including to remove, suspend or block your right to receive service requests.

You agree and will cause your technicians who will operate a Mobile Unit to: (i) participate in a system whereby service requests submitted by customers via Internet, email, telephone, or by other electronic means, will be received by our designee and assigned by our designee to you, other franchisees or Company-operated or affiliate-operated Mobile Units operating or available near each customer’s provided address, in our designee’s good faith discretion, applying such factors and criteria as it deems appropriate (the “**Dispatch System**”); (ii) execute and comply with all of the terms and conditions of any dispatch system agreement that we may designate in our sole discretion, or any amended or substitute agreement governing participation in the Dispatch System (the “**Dispatch Agreement**”); (iii) accept and honor all dispatches received through the Dispatch System and service all dispatches at the time of day requested by the customer; (iv) to the greatest extent enforceable under Applicable Law, adhere to the repair work rates and charges and other advertising and pricing policies in the Manuals and applicable National Account Participation Agreement, if any; and (v) use dispatch software from certain designated software providers in conjunction with the Dispatch System or any other dispatch system that we designate. We reserve the right to modify the Dispatch System and its service request allocation methodologies.

National Accounts.

We reserve the exclusive right to solicit, enter into, and administer national and/or regional contracts with National Accounts. We may in our sole and absolute discretion offer you the opportunity to service the office, facility, service, or operation of the National Account for so long as you remain in good standing and in compliance with all of your obligations under the Franchise Agreement, including the Standards. You may not solicit National Accounts, regardless of where their offices, facilities, services, or operations may be situated without our prior written consent. You will have no right to negotiate any agreement with National Accounts unless we expressly request you do so in writing. You may service an office, facility, service or operation of the National Account only if you agree to participate in the program we have established with the applicable National Account, including the execution of a National Account Participation Agreement, if we request, acceptance of the compensation we offer to you and the policies we establish related to the National Account, and, you may not attempt to arrange any different terms or collect any additional fees than those which we have negotiated. If you do not participate in the program for a National Account, or if you fail to comply with the terms of the Franchise Agreement, the participation agreement or other terms related to any National Account program in which you participate, or otherwise fail to meet all Standards, we may, in addition to all other remedies, refuse to permit you to service or continue to service any and all National Accounts, and allow the National Account to be serviced by us, an affiliate or other franchisees.

For your reference, we have attached our standard template form of National Accounts Participation Agreement as Exhibit K. However, each National Account establishes its own requirements, including payment terms, required equipment, employee training, background checks and other requirements, and restrictions on the type and source of parts that may be used. The actual terms, which are confidential, will vary depending on the particular National Account’s rules and requirements. We will provide you for review, a copy of the actual National Accounts Participation Agreement for each currently available existing National Account, after you have entered into a Franchise Agreement and before you commit to participate. Franchisees who choose

to participate in our National Accounts programs typically obtain a significant amount of their Store volume through those programs. Some of our key National Accounts partners are Google, Verizon, Samsung, and Asurion. Payments for performing services for our National Accounts partners are fixed by contractual agreement. These contractual agreements, including payment terms, are renegotiated from time to time but may not keep pace with market fluctuations. Participation in our National Accounts programs may also require that you purchase certain Approved Products and Services from Approved Suppliers only. Of our National Accounts, the Asurion program generates the majority of the workorder volume for the System and offers you the opportunity to service their many retail, telecommunications, and other partners.

We may, directly or through a designee, provide a centralized billing system, dispatch service and/or other systems related to the administration or services of National Accounts. For this facilitation, we may charge an administrative fee, which will not exceed 5% of the Gross Sales earned by you from performance of services to National Accounts. The administrative fee will be in addition to, and will be calculated before deduction of, all other fees payable with respect to National Accounts, including Royalties and Advertising Fees. Payment for services performed under any contract for a National Account will be contingent on our receiving payment from the National Account; we do not guarantee payment by the National Account. We may deduct from our payments due to you any amounts you owe us. In most cases, we will pay you the anticipated amount owed from a National Account partner upfront and claw back any amounts that were denied payment by the National Account. Otherwise, you will be paid promptly, typically within 30 days of our receipt of the payment by the National Account.

Area Development Agreement

Under the Area Development Agreement, we grant you the right to develop and operate a specified number of ASURION TECH REPAIR & SOLUTIONS Stores at locations in a specified Development Area, subject to our approval. The Development Area may be one or more cities, counties, states or some other defined area.

During the term of the Area Development Agreement, we will not operate or grant a license or franchise to any other person to operate another ASURION TECH REPAIR & SOLUTIONS Store in your Development Area. We expressly retain all of the same Reserved Rights with respect to the Development Area as described above with respect to your Franchise Agreement Territory. Accordingly, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we or our affiliates own, or from other channels of distribution or competitive brands that we control.

If you fail to meet any of your obligations under the Area Development Agreement, including the development obligations, or commit a material breach of any Franchise Agreement that you have signed, or a material breach of any other agreement with us, we may terminate your right to develop, open and operate ASURION TECH REPAIR & SOLUTIONS Stores in your Development Area, but the termination of your right to develop your Development Area based solely on your failure to meet the development schedule, will not terminate any rights granted under the Franchise Agreements then in effect between you and us, absent a breach of the Franchise Agreement itself. After the expiration of the term of your Area Development Agreement, we may own, operate, or franchise or license others to operate additional ASURION TECH REPAIR & SOLUTIONS Stores anywhere, without restriction, including in your Development Area, subject to the rights granted to you in your Territory established under any then-existing Franchise Agreement, but if you determine that further development of your Development Area is desirable after the term of your agreement, you must notify us in writing, including the number of proposed ASURION TECH REPAIR & SOLUTIONS Stores and the proposed development schedule, within 180 days before the expiration of your Area Development Agreement. If we determine that your proposed additional development is unacceptable in any respect, we will negotiate with you in good faith for 60 days to try to agree on a mutually acceptable development schedule. If we determine that your proposed additional development is acceptable or if you

reach a written agreement with us on an alternative additional development obligation, you will have the right to enter into a new Area Development Agreement and undertake additional development of your Development Area. If you do not exercise your right to enter into a new Area Development Agreement, we may own, operate, franchise or license other to operate additional ASURION TECH REPAIR & SOLUTIONS Stores in your Development Area subject only to the territorial rights reserved to you in the individual Franchise Agreements.

ITEM 13 TRADEMARKS

During the term of your Franchise Agreement, we license you the right to operate a Store and Mobile Unit(s) under the name “ASURION TECH REPAIR & SOLUTIONS”. As we transition the system tradename from the UBREAKIFIX BY ASURION tradename to the ASURION TECH REPAIR & SOLUTIONS tradename, we also license you the right to use other designated trademarks, as we specify from time to time for designated purposes, to operate your Store and Mobile Unit(s). Our affiliate, uBreakiFix Co, has licensed us to offer and sell franchises, and to sublicense the right to use the following principal trademarks, among others, in connection with the operation of ASURION TECH REPAIR & SOLUTIONS Stores and Mobile Units, under a written License Agreement with a 50-year term, renewable for automatic consecutive one-year terms unless either party elects not to renew. The License Agreement provides that on termination or expiration, uBreakiFix Co will honor all Franchise Agreements then in effect for the balance of their terms, including the terms of any successor agreements.

Below are the principal trademarks you will use to operate your Store and Mobile Unit(s).

Our affiliate, uBreakiFix Co, has applied to register the following three trademarks on the Principal Register of the USPTO. There are no federal registrations for these principal trademarks. Therefore, these principal trademarks do not have as many legal benefits and rights as a federally registered trademark. If our right to use these principal trademarks is challenged, you may have to change to alternative trademarks, which may increase your expenses. Since the below three applications are pending at the USPTO, no affidavits have been required to be filed.

PENDING MARK	SERIAL NUMBER	APPLICATION DATE
ASURION TECH REPAIR & SOLUTIONS (word mark)	97,039,562	September 22, 2021
 (black & white design)	97,039,563	September 22, 2021
 (color design)	97,039,567	September 22, 2021

uBreakiFix Co has registered the following principal trademarks on the Principal Register of the U.S. Patent and Trademark Office, and all required affidavits have been filed. Three of these principal trademarks have reached incontestability status, with the latest mark (Reg. No. 4371477) reaching incontestability status as of August 22, 2018.

MARK	REGISTRATION NUMBER	REGISTRATION DATE
UBREAKIFIX	3855288	10/5/2010
UBREAKIFIX	4364495	7/9/2013
	4662899	12/30/2014
	88519604	12/15/2020

PENDING MARK	SERIAL NUMBER	APPLICATION DATE
	88,899,349	May 4, 2020
ubreakifix	88,899,347	May 4, 2020

PENDING MARK	SERIAL NUMBER	APPLICATION DATE
	N/A	N/A

We do not have a federal registration for the 3 trademarks listed above. The first and second are subject to pending applications. The specific design of the third co-branded logo is not subject to a federal registration or application at this time. Therefore, these trademarks do not have many of the legal benefits and rights of a federally registered trademark. If our right to use any of these trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses. Since the first two above applications are pending at the USPTO, no affidavits have been required to be filed.

As of the date of this disclosure document, there are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court; or any pending infringement, opposition, or cancellation proceeding; or any pending material federal or state court litigation involving the trademarks. As of the date of this disclosure document, we know of no prior rights or infringing uses that could materially affect your use of the principal trademarks.

You must follow our rules when you use these principal trademarks and/or any other trademarks which we license you for your Store and Mobile Unit(s). You cannot use the principal trademarks and/or any other trademarks which we license you as a name or mark as part of a corporate name or any assumed, trade or fictitious name (such as a “DBA” name or otherwise), in whole or in part, or any variations or abbreviations thereof, and/or with modifying words, designs or symbols. You cannot prepare derivative works based on any of the principal trademarks and/or any other trademarks which we license you. You may not use our corporate name, principal trademarks and/or any other trademarks which we license you in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

We do not know of either superior prior rights or infringing uses in the state in which your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s) will be located that could materially affect your use of the principal trademarks.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We will take the action we think appropriate. We will have sole discretion to take the action we deem appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding concerning an infringement, challenge or claim relating to any principal trademark. You must sign all documents, render assistance and do all things that our counsel deems necessary to protect our interests in any litigation or U.S. Patent and Trademark Office proceeding or otherwise to protect our interests in the principal trademarks.

If a third party challenges your proper use of a principal trademark, we will take such action as we deem necessary and appropriate to defend you. You may participate in the defense, but at your own cost. You must notify us immediately when you learn about the infringement or challenge.

You must modify or discontinue the use of a principal trademark, at your expense, if we modify or discontinue it. You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any right in or to any patents or copyrights that are material to the franchise system, except as described below. We do not have any pending patent or copyright applications or registrations. We do, however, claim common law copyright protection for our proprietary software web-based P.O.S and for our portal system, printed literature and our Standards and Manuals. We will allow you to use our portal system and you will have access to our Standards and Manuals solely for confidential use in your ASURION TECH REPAIR & SOLUTIONS Stores and Mobile Unit(s). The Information Systems, Standards and Manuals are our property and you may not duplicate, copy, disclose or disseminate the contents at any time, or prepare any derivative works based upon the Information Systems, Standards or Manuals, without our prior express written consent. We may modify or supplement the Information Systems and Standards and Manuals on notice or delivery to you. You must keep them current at all times, and on the termination or non-renewal of your Franchise Agreement return the software and Manuals and related content and materials to us.

You may not copy, divulge or use any confidential information, which may include our Standards and/or the contents of our Manuals, marketing plans and/or concepts, and operating methods and techniques (the “**Confidential Materials and Practices**”) during or after the term of your Franchise Agreement, except in connection with the operation of your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s) under a valid Franchise Agreement. You must follow all reasonable procedures we prescribe to prevent unauthorized use and disclosure of our Confidential Materials and Practices. You must inform your staff to whom the information, or any of it, is made available of this obligation of confidence, and have them sign a written non-disclosure, and submit a copy to us for our files.

There are no infringing uses actually known to us that could materially affect your use of the copyrights, trade secrets, processes, methods, procedures, or other proprietary information described above. There are no agreements currently in effect that limit our rights to use or license the above-mentioned copyrights in any manner.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Franchise Agreement

Owner(s) must directly supervise the franchise business, on its Store premises. If an Owner is not directly supervising the franchise business, you must designate an “Operating Principal” acceptable to us who has completed the training program to our satisfaction and will be principally responsible for communicating with us about business, operational and other ongoing matters concerning your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s). The Operating Principal must have the authority and responsibility for the day-to-day operation of your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s).

You (or your Operating Principal) must have completed the training program to our satisfaction and you must have an ASURION TECH REPAIR & SOLUTIONS Store Manager and/or mobile-unit manager, as applicable, and a staff of individuals who have been trained to our satisfaction. You or your Operating Principal, as applicable, must (a) devote his or her full time and best efforts solely to the operation of your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s); (b) meet our educational, experience,

financial and other reasonable criteria for the position, as contained in the Standards and Manuals or otherwise in writing; (c) be accepted by us.

At our request, you, the Operating Principal and ASURION TECH REPAIR & SOLUTIONS Store Manager(s) and/or manager(s), as applicable, must sign a written confidentiality agreement regarding trade secrets described in Item 14 and to conform with the covenants not to compete described in Item 17.

Each individual who directly or indirectly owns a 10% or greater interest in the franchisee entity must sign a Guaranty (Exhibit D) assuming and agreeing to discharge all obligations of the “Franchisee” under the Franchise Agreement.

During the term of your Franchise Agreement, you must, maintain a business credit card with an available credit limits of not less than \$10,000 against which you will authorize us to charge amounts due from you, which are not drawn down by us by EFT. You will be responsible for any bank and credit card company charges imposed on us on account of credit card payments and the costs of these charges will be added to the amounts you owe us.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Franchise Agreement

You must sell and offer all and only those products and services that we authorize at or from your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s) (i.e., “Approved Products and Services”). Approved products may differ among our franchisees, and may vary depending on the operating season and geographic location of your ASURION TECH REPAIR & SOLUTIONS Store and Mobile Unit(s) or other factors. Mobile Units may be restricted to a more limited menu of Approved Products and Services and may be subject to different policies and Standards than those applicable to a Store. On receipt of written notice from us, you must sell and provide additional Approved Products and Services according to the instructions and within the time specified in the notice. You must stop selling and providing any previously approved or discontinued products and/or services on notice from us. There is no limit on our right to change the approved products or services that you must sell. You may not stop offering any Approved Product or Service without our express written approval. At our request, you must also sell certain test products and/or offer certain test services. If you are asked to do so, you must provide us with reports and other relevant information regarding the test products and services.

You must offer and sell all Approved Products and Services in accordance with our Standards for the operation of an ASURION TECH REPAIR & SOLUTIONS Store and a Mobile Unit, as modified by us over time, including those we may establish specifically for the Device Recommence Program specifically, once launched, which may include Standards regarding which mobile and other electronic devices you may accept through the program, and policies and procedures for inspecting, evaluating, grading and reselling devices.

Unless specifically directed by us in writing, you must participate in all advertising, marketing, promotions, research and public relations programs instituted by us and/or the Advertising Fund.

You may not offer, sell or provide any approved products in connection with any trademark, service mark, logo type or commercial symbol of any other person or business entity without our express written consent.

You may not use alternative distribution channels to solicit or fill orders.

We reserve the right to establish and conduct promotional campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. You and each Co-op Advertising Region, if any, must participate in such promotional campaigns on such terms and conditions as we may establish. Your participation may include the purchase point of sale advertising material, posters, flyers, product displays and other promotional material (unless provided at no charge through the Advertising Fund).

ITEM 17 RENEWAL, TERMINATIONS, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the Franchise Term	§ 3.1	About 10 years (we may adjust the exact term to coincide with the term and option terms in your lease).
b. Renewal or extension of the term	§ 3.2	2 renewal terms, each with a 10-year term.
c. Requirements for franchisee to renew or extend	§§ 3.2 - 3.4	To renew you must: have fully performed all obligations under the Franchise Agreement, the Manuals, and other agreements with us or our affiliates; met all standards; provide timely written notice of intent to renew; sign a new franchise agreement which may contain materially different terms and conditions than your original agreement; if requested, remodel the Store premises; if requested, repaint, re-decal and re-equip your Mobile Unit(s), and if mileage exceeds 150,000 miles, replace the Mobile Unit(s); not have more 3 or more noticed material defaults (cured or uncured) during any 36 month period; pay a renewal fee equal to 10% of the then-current franchise fee; comply (and your employees comply) with then-current qualification, training and certification requirements; and sign releases.
d. Termination by franchisee	§ 14.8	Subject to applicable state law, you may terminate if we materially default, and we do not cure the default within 60 days after our receipt of written notice from you detailing the alleged default, unless the default cannot reasonably be cured within 60 days.

Provision	Section in Franchise Agreement	Summary
e. Termination by Franchisor without cause	None	Not Applicable.
f. Termination by Franchisor with cause	§§ 14.1 – 14.7	We can terminate only if you default under your Franchise Agreement or an Area Development Agreement.
g. “Cause” defined – curable defaults	§ 14.4	Includes any default not described as non-curable in paragraph (h) below. Most curable defaults must be cured within 10 days, or within 5 days for the failure to timely pay any amounts owed to us or an affiliate.
h. “Cause” defined – non-curable defaults	§14.2 – 14.3	Non curable defaults include: bankruptcy or insolvency; unsatisfied judgment or lien; seizure, take-over or foreclosure action; levy of execution of attachment on Franchise Agreement or on any property used in the Store or Mobile Unit(s); you allow or permit any judgment to be entered against us or any of our affiliates resulting from the operation of the Store or Mobile Unit(s); condemnation or transfer in lieu of condemnation; imminent danger to the public health; health and safety violations; conviction of, or guilty or nolo contendere plea by, an owner, officer, director or key staff to a felony or other crime or offense likely to adversely affect reputation; failure to comply with confidentiality or non-competition provisions of your Franchise Agreement; abandonment; assignment without our consent; repeated defaults, even if cured; violation of law which is not cured within 10 days; sale of unauthorized products; knowingly maintaining false books, underreporting or under recording of Gross Sales; misuse of trademark; misrepresentations in the acquisition of the Franchise Agreement; failing to complete training; and failing to meet certain financial covenants.

Provision	Section in Franchise Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	Article 15	You must stop using trade secrets and Marks; pay all amounts due; cease using and return or turn over all manuals, training and promotional materials and customer lists to us; make cosmetic changes to your Store premises and Mobile Unit(s) so that they no longer resemble our proprietary design; at our option, sell the equipment and furnishings to us, assign to us or our designee (or, at our election, terminate) all voice and data telephone numbers used in connection with the Store and Mobile Unit(s); authorize and instruct the telephone companies and listing agencies to transfer and assign the telephone numbers and directory listing to us, sign and deliver to us all documents that must be filed with any governmental agency indicating that you are no longer licensed to use our Marks. See also "r" below.
j. Assignment of contract by Franchisor	§13.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	§13.2.1	Includes transfer of control of your business, transfer of the agreement or change in ownership of the franchisee entity.
l. Franchisor approval of transfer	§§13.2	Transfers require our prior express written consent
m. Conditions for franchisor approval of transfer	§13.2 - 13.4	You must: provide us with written notice, all transfer documents, estoppel agreement of any causes of action against us, list of all owners and an offer to us of a right of first refusal; not be in default; pay all sums owed, including a transfer fee; sign releases and disclose all material information we request. The transferee must qualify; assume the Franchise Agreement or sign a new Franchise Agreement; complete training and pay our training fee; repair and refurbish the Store and each Mobile Unit assignee. (See also "r" below). With our written consent, you may transfer a Franchise Agreement to an entity of which you directly own 100% interest for convenience of ownership. All holders of a 10% or greater interest in the new franchisee entity must sign a guaranty. You must reimburse us for all costs and expenses that we incur in connection with the transfer, including attorneys' fees. Before shares of a franchisee entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, our affiliates, officers,

Provision	Section in Franchise Agreement	Summary
		directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable fee of \$5,000 or a greater amount if necessary to reimburse us for our costs and expenses associated with reviewing the proposed offering.
n. Franchisor's right of first refusal to acquire franchisee's business	§13.2.3	We can match any offer for your business (this includes your Store and Mobile Unit(s)).
o. Franchisor's option to purchase franchisee's business	Article 18 §5.3.1 and Attachment 4 to Franchise Agreement "Addendum to Lease"	If your Franchise Agreement is terminated or expires, we may purchase the equipment and furnishings of your Store and Mobile Unit(s), using a five (5)-year straight line amortization period. Your lease must also grant us the option to assume the Lease, or execute a substitute lease on the same terms for the then remaining term of the Lease plus all remaining option/renewal terms, on termination, expiration or your failure to exercise any option to renew, and/or extend the term of the Lease, as well as to cure your Lease default and succeed to rights in your Lease, or enter into a substitute Lease on the same terms. We have the right to purchase all of the assets of your business, including all fixtures, equipment, inventory and contract rights, free and clear of all liens and encumbrances at any time after the first to occur of: (a) twenty-four (24) months after the opening date of your ASURION TECH REPAIR & SOLUTIONS Store; (b) twenty-four (24) months after the opening date of the first ASURION TECH REPAIR & SOLUTIONS Store you open under an Area Development Agreement (if applicable); or (c) if applicable, the day that your Area Development Agreement is terminated, if it is terminated because of your failure to meet your development obligation. The purchase price will be either (i) 2 times unit EBITDA (for Store(s) and Mobile Unit(s) open fewer than 12 months, we only reimburse out-of-pocket costs to build out the Store(s)/equip the Mobile Unit(s)); or (ii) the fair market value of the assets. You may choose the methodology used to determine the purchase price, but if you do not make a timely selection of the methodology, the methodology used will be determined by us. We expect the asset purchase agreement to contain customary representations and warranties.

Provision	Section in Franchise Agreement	Summary
p. Death or disability of franchisee	§ 14.3.2	Your heirs have nine (9) months after your death or legal incapacity to enter into a new Franchise Agreement, if the heirs meet our standards and qualifications. If your heirs do not meet our standards and qualifications, the heirs may sell to a person approved by us. See “m” above.
q. Non-competition covenants during the term of the franchise	§12.1	Subject to applicable state law, no involvement or interest in any similar or competitive business.
r. Non-competition covenants after the franchise is terminated or expires	§ 12.1	Subject to applicable state law, no involvement or interest in any similar or competitive business, for 2 years in your Territory, or within a 20-mile radius of the defined area of any then-existing ASURION TECH REPAIR & SOLUTIONS Store.
s. Modification of the agreement	§ 20.8	The Franchise Agreement may be modified only by written agreement between the parties.
t. Integration/Merger clause	§20.8	Subject to applicable state law, only the terms of the Franchise Agreement and other related written agreements are binding. Any representations or promises outside of the disclosure document and Franchise Agreement or other related written agreements may not be enforceable
u. Dispute resolution by arbitration or mediation	Article 19	Subject to applicable state law, all disputes, other than disputes relating to preliminary injunction relief, must first be submitted to a process of negotiation and non-binding mediation. If mediation is not successful, all disputes except for those related to preliminary injunction relief must be arbitrated in Florida.
v. Choice of forum	§20.14	Subject to applicable state law, arbitration must be in Florida.
w. Choice of law	§20.7	Subject to applicable state law, Florida law applies, except for the provisions respecting non-competition, which are governed by local law.

AREA DEVELOPMENT AGREEMENT

Provision	Section in Area Development Agreement	Summary
a. Length of the Franchise Term	§ 4.1	Typically, 3 years or until you sign a Franchise Agreement for your last Store necessary to satisfy your Development Obligation, whichever is earlier.
b. Renewal or extension of the term	§§ 2.4 and 4.2	You do not have the right to renew your Area Development Agreement. However, if we determine that further development of your Development Area is desirable, if you are in good standing and you are not in default under your Area Development Agreement, we will offer you the opportunity to develop additional Stores. Unless we consent, you may not open more than the total number of Stores comprising your Development Obligation.
c. Requirements for franchisee to renew or extend	§§ 4.3-4.4	You must sign a new Area Development Agreement, which will contain your additional development obligation and may have materially different terms and conditions than your original contract. You and your affiliates who have a currently existing Franchise Agreement or Area Development Agreement with us must sign a general release.
d. Termination by franchisee	None	You may terminate under any grounds permitted by applicable state law.
e. Termination by Franchisor without cause	None	Not Applicable
f. Termination by Franchisor with cause	§9.1	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, an individual Franchise Agreement, or any other agreement with us or any of our affiliates.
g. "Cause" defined – curable defaults	§9.1	You have 5 days to cure non-payment of fees and ten 10 days to cure any default not defined as non-curable in (h.) below.
h. "Cause" defined – non-curable defaults	§9.1	Non curable defaults include: unapproved transfers; failure to meet development obligations, any breach of unfair competition provisions, and failure to meet Financial Covenants.

Provision	Section in Area Development Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	§4.5	You will have no further right to develop or operate additional Stores, but you may continue to own and operate all Stores under any Franchise Agreements existing at the time of termination or non-renewal.
j. Assignment of contract by Franchisor	§7.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	§7.3	Includes transfer of control of your business, transfer of the agreement or change in ownership of a franchisee entity.
l. Franchisor approval of transfer	§7.3	Transfers require our express written consent, which we may grant or withhold for any reason at all in our sole judgment.
m. Conditions for franchisor approval of transfer	§§7.2 and 7.3	Except as describe below, you may not transfer your Area Development Agreement except with our written consent and a simultaneous assignment of all Franchise Agreements signed under the Area Development Agreement to the same assignee. At our election, the assignee must sign our then-current form of Development Agreement and Franchise Agreements for each Store then developed or under development. Before shares of a franchisee entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, our affiliates, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable \$5,000 fee to reimburse us for our costs and expenses associated with reviewing the proposed offering.
n. Franchisor's right of first refusal to acquire franchisee's business	§7.3	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	§12.4	We have the right to purchase all assets of your business, free and clear of all liens and encumbrances at any time after the earlier of: (a) 24 months after the opening date of the first Store you open under the Area Development

Provision	Section in Area Development Agreement	Summary
		Agreement; or (b) the day that your Area Development Agreement is terminated, if terminated due to your failure to meet your development obligation. The purchase price will, at your option, be either (i) (a) 2 times unit EBITDA for the previous 12 months for Stores that have been open and operating for more than 12 months, plus (b) the uncredited portion of your Development Fee and the initial franchise fee and certain costs for Stores that have not opened or have not been open and operating for 12 months; or (ii) the fair market value of the assets. If you do not make a timely selection of the methodology, then the methodology used will be determined by us. We expect the asset purchase agreement to contain customary representations and warranties.
p. Death or disability of franchisee	§§7.3 and 9.1	We allow your heirs a reasonable time, up to 9 months, after your death or legal incapacity to assign the Area Development Agreement to a person acceptable to us, in our sole discretion. See also “m” above.
q. Non-competition covenants during the term of the franchise	§8.1	Subject to applicable state law, no involvement or interest in a similar or competitive business.
r. Non-competition covenants after the franchise is terminated or expires	§8.2	Subject to applicable state law, no involvement or interest in a similar or competitive business for 24 months within the Development Area.
s. Modification of the agreement	§10.9	The agreement may be modified only by written agreement between the parties.
t. Integration/Merger clause	§10.9	Subject to applicable state law, only the terms of the Franchise Agreement and other related written agreements are binding. Any representations or promises outside of the disclosure document and Franchise Agreement or other related written agreements may not be enforceable

Provision	Section in Area Development Agreement	Summary
u. Dispute resolution by arbitration or mediation	§10.17	Subject to applicable state law, all disputes, other than disputes relating to preliminary injunction relief, must first be submitted to a process of negotiation and non-binding mediation. If mediation is not successful, all disputes except for those related to preliminary injunction relief must be arbitrated in Florida.
v. Choice of forum	§§ 10.15 and 10.17	Subject to applicable state law, arbitration following unsuccessful negotiation and mediation must be in Florida.
w. Choice of law	§ 10.8	Subject to applicable state law, Florida law applies, except for the provisions respecting Non-Competition, which are governed by the law of the state in which you will operate.

ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote this franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Theresa Madonia at 2121 S. Hiwassee Rd., Suite 120, Orlando Florida 32835, 877-224-4349, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION*

Table No. 1
Systemwide Outlet Summary*
For Years 2019 through 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	420	478	+158
	2020	478	434	-44
	2021	434	337	-97
Company- and Affiliate-Owned	2019	18	23	+5
	2020	23	120	+97
	2021	120	361	+241
Total Outlets	2019	438	501	+63
	2020	501	554	+53
	2021	554	698	+144

*Previous versions of this document included Canadian and other international locations in these tables.

As of December 31, 2021, there were 58 Mobile Unit-only businesses in operation (operated by 11 franchisees), of which 13 were transferred and none closed or ceased operations in 2021.

Table No. 2

Transfers of Outlets from Franchisee to New Owners (other than the Franchisor)

For Years 2019 through 2021

State	Year	Number of Transfers
Alabama	2019	1
	2020	0
	2021	0
Arizona	2019	3
	2020	3
	2021	0
California	2019	1
	2020	4
	2021	0
Colorado	2019	7

State	Year	Number of Transfers
	2020	1
	2021	0
Connecticut	2019	0
	2020	0
	2021	0
District of Columbia	2019	1
	2020	0
	2021	0
Florida	2019	5
	2020	7
	2021	1
Georgia	2019	1
	2020	1
	2021	0
Illinois	2019	5
	2020	2
	2021	0
Kentucky	2019	2
	2020	0
	2021	0
Maryland	2019	0
	2020	2
	2021	0
Massachusetts	2019	0
	2020	0
	2021	0
Minnesota	2019	0
	2020	0
	2021	0
Nevada	2019	0
	2020	1

State	Year	Number of Transfers
	2021	1
New Jersey	2019	9
	2020	0
	2021	0
	2021	0
New Mexico	2019	0
	2020	0
	2021	0
New York	2019	4
	2020	1
	2021	0
North Carolina	2019	7
	2020	0
	2021	0
Ohio	2019	0
	2020	0
	2021	0
Oregon	2019	0
	2020	2
	2021	0
Pennsylvania	2019	3
	2020	1
	2021	0
Tennessee	2019	1
	2020	0
	2021	0
Texas	2019	2
	2020	1
	2021	0
Virginia	2019	2
	2020	0
	2021	0

State	Year	Number of Transfers
Wisconsin	2019	1
	2020	3
	2021	0
Total	2019	55
	2020	29
	2021	2

Table No. 3

Status of Franchised Outlets

For Years 2019 through 2021*

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor+	Ceased Operations – Other Reasons	Outlets at End of the Year
Alabama	2019	9	3	0	0	0	2	10
	2020	10	1	0	0	4	1	6
	2021	6	1	0	0	6	0	1
Arizona	2019	19	3	0	0	0	0	22
	2020	22	0	0	0	7	1	14
	2021	14	0	0	0	4	0	10
Arkansas	2019	4	1	0	0	0	1	4
	2020	4	2	0	0	0	0	6
	2021	6	0	0	0	1	0	5
California	2019	36	4	0	0	0	1	39
	2020	39	7	0	0	11	0	35
	2021	35	13	0	0	15	0	33
Colorado	2019	17	1	0	0	0	0	18
	2020	18	0	0	0	6	1	11
	2021	11	2	0	0	7	0	6
Connecticut	2019	4	1	0	0	0	0	5
	2020	5	1	0	0	0	1	5
	2021	5	4	0	0	0	2	7
District of Columbia	2019	3	0	0	0	0	0	3
	2020	3	1	0	0	1	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor+	Ceased Operations – Other Reasons	Outlets at End of the Year
	2021	3	1	0	0	2	0	2
Florida	2019	72	8	0	0	3	2	75
	2020	75	0	0	0	5	1	69
	2021	69	4	0	0	29	2	42
Georgia	2019	15	1	0	0	0	1	15
	2020	15	2	0	0	4	0	13
	2021	13	5	0	0	1	0	17
Hawaii	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Idaho	2019	5	1	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	1	0	5
Illinois	2019	20	5	0	0	0	1	24
	2020	24	2	0	0	5	3	18
	2021	18	2	0	0	3	0	17
Indiana	2019	11	2	0	0	0	0	13
	2020	13	2	0	0	8	1	6
	2021	6	3	0	0	0	0	9
Iowa	2019	3	1	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	2	0	0	6	0	0
Kansas	2019	7	0	0	0	0	0	7
	2020	7	1	0	0	0	0	8
	2021	8	0	0	0	8	0	0
Kentucky	2019	4	1	0	0	0	0	5
	2020	5	0	0	0	2	0	3
	2021	3	0	0	0	2	0	1
Louisiana	2019	3	1	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	1	0	0	0	0	5
Maryland	2019	3	1	0	0	0	0	4
	2020	4	1	0	0	2	0	3
	2021	3	4	0	0	1	0	6

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor+	Ceased Operations – Other Reasons	Outlets at End of the Year
Massachusetts	2019	5	1	0	0	0	0	6
	2020	6	0	0	0	3	0	3
	2021	3	1	0	0	2	0	2
Michigan	2019	9	2	0	0	0	0	11
	2020	11	1	0	0	0	0	12
	2021	12	5	0	0	0	0	17
Minnesota	2019	2	0	0	0	0	0	2
	2020	2	2	0	0	0	0	4
	2021	4	4	0	0	2	0	6
Mississippi	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
Missouri	2019	11	0	0	0	0	3	8
	2020	8	2	0	0	0	0	10
	2021	10	0	0	0	8	0	2
Montana	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Nebraska	2019	1	2	0	0	0	0	0
	2020	2	5	0	0	0	0	0
	2021	5	1	0	0	3	1	2
Nevada	2019	3	2	0	0	0	0	5
	2020	5	1	0	0	0	0	6
	2021	6	0	0	0	0	0	6
New Jersey	2019	9	4	0	0	8	0	5
	2020	5	1	0	0	2	0	4
	2021	4	0	0	0	0	2	2
New Mexico	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	2	0	0
New York	2019	21	5	0	0	0	1	25
	2020	25	8	0	0	10	0	23
	2021	23	3	0	0	10	0	16

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor+	Ceased Operations – Other Reasons	Outlets at End of the Year
North Carolina	2019	16	3	0	0	0	0	19
	2020	19	0	0	0	0	2	17
	2021	17	1	0	0	4	1	13
North Dakota	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Ohio	2019	8	3	0	0	0	0	11
	2020	11	3	0	0	0	0	14
	2021	14	5	0	0	9	0	10
Oklahoma	2019	0	3	0	0	0	3	0
	2020	0	3	0	0	0	0	3
	2021	3	1	0	0	3	0	1
Oregon	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Pennsylvania	2019	10	4	0	0	0	1	13
	2020	13	3	0	0	7	0	9
	2021	9	3	0	0	4	0	8
Puerto Rico	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
South Carolina	2019	4	0	0	0	0	0	4
	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
South Dakota	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	1	0	0
Tennessee	2019	11	2	0	0	0	0	13
	2020	13	4	0	0	0	1	16
	2021	16	3	0	0	3	0	16
Texas	2019	33	11	0	0	0	0	44
	2020	44	6	0	0	5	0	45
	2021	45	3	0	0	21	0	27
Utah	2019	4	1	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor+	Ceased Operations – Other Reasons	Outlets at End of the Year
	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	2	0	4
Virginia	2019	13	6	0	0	0	1	18
	2020	18	0	0	0	5	0	13
	2021	13	2	0	0	1	0	14
Washington	2019	4	0	0	0	0	0	4
	2020	4	2	0	0	2	0	4
	2021	4	0	0	0	0	0	4
Wisconsin	2019	13	3	0	0	0	0	16
	2020	16	1	0	0	4	0	13
	2021	13	1	0	0	10	0	4
Grand Total	2019	420	87	0	0	11	18	478
	2020	478	61	0	0	93	12	434
	2021	434	82	0	0	171	8	337

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

+In 2021, an affiliate of Franchisor reacquired 171 franchises in the United States. In 2022, through May 23, 2022, an affiliate of Franchisor has reacquired 8 franchises in the United States (including 3 in Idaho, 1 in Maryland, 2 in Pennsylvania and 2 in Texas). Of the 8 franchises reacquired in 2022 through May 23, 2022, 8 involved the operation of Stores and 0 were Mobile Unit-only businesses. Franchisor's affiliate may continue reacquiring franchises in select markets, and we will update this footnote periodically to reflect those reacquisitions or will provide you with updated information on the reacquisitions on reasonable request.

Table No. 4
Status of Company- and Affiliate-Owned Outlets
For Years 2019 through 20212**

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Reacquired from Franchisee++	Businesses Closed	Businesses Sold to Franchisee	Businesses at End of the Year
Alabama	2019	0	0	0	0	0	0
	2020	0	0	4	0	0	4
	2021	4	0	6	0	0	10
Arizona	2018	0	0	0	0	0	0
	2020	0	0	7	0	0	7
	2021	7	1	4	0	0	12
Arkansas	2018	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
California	2019	0	0	0	0	0	0
	2020	0	0	11	0	0	11
	2021	11	5	12	0	0	28
Colorado	2019	0	0	0	0	0	0
	2020	0	0	6	0	0	6
	2021	6	0	7	0	0	13
Connecticut	2018	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	2	0	0	0	2
Delaware	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	2	0	0	0	2
District of Columbia	2019	0	0	0	0	0	0
	2020	0	0	1	0	0	1

²This chart includes all locations owned by companies of which our founders, Justin Wetherill, Edward Trujillo and/or David Reiff had an ownership interest of twenty-five percent (25%) or more.

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Reacquired from Franchisee++	Businesses Closed	Businesses Sold to Franchisee	Businesses at End of the Year
	2021	1	0	2	0	0	3
Florida	2019	10	0	2	0	1	9
	2020	9	0	5	0	0	14
	2021	14	0	29	2	0	41
Georgia	2019	0	0	0	0	0	0
	2020	0	0	4	0	0	4
	2021	4	1	1	0	0	6
Idaho	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
Illinois	2019	3	0	0	0	0	3
	2020	3	2	5	0	0	10
	2021	10	6	3	0	0	19
Indiana	2019	0	0	0	0	0	0
	2020	0	0	8	0	0	8
	2021	8	0	0	0	0	8
Iowa	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	6	0	0	6
Kansas	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	8	0	0	8
Kentucky	2019	0	0	0	0	0	0
	2020	0	0	2	0	0	2
	2021	2	2	2	0	0	6
Maryland	2019	0	0	0	0	0	0
	2020	0	2	2	0	0	4
	2021	4	7	1	0	0	12
Massachusetts	2018	0	0	0	0	0	0
	2020	0	0	3	0	0	3

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Reacquired from Franchisee++	Businesses Closed	Businesses Sold to Franchisee	Businesses at End of the Year
	2021	3	5	3	0	0	11
Minnesota	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	2	0	0	2
Missouri	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	1	8	0	0	9
Nebraska	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	3	0	0	3
New Hampshire	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	1	2	0	0	3
New Jersey	2019	0	8	0	0	0	8
	2020	8	0	2	0	0	10
	2021	10	7	0	0	0	17
New Mexico	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	2	0	0	2
New York	2019	0	0	0	0	0	0
	2020	0	0	10	0	0	10
	2021	10	1	10	0	0	21
North Carolina	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	4	0	0	4
Ohio	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	5	9	0	0	14
Oklahoma	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Reacquired from Franchisee++	Businesses Closed	Businesses Sold to Franchisee	Businesses at End of the Year
	2021	0	1	3	0	0	4
Pennsylvania	2019	1	0	0	0	1	0
	2020	0	0	7	0	0	7
	2021	7	5	4	0	0	16
South Dakota	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
Tennessee	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	1	3	0	0	4
Texas	2019	3	0	0	0	0	3
	2020	3	0	5	0	0	8
	2021	8	7	21	0	0	36
Utah	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	2	0	0	2
Virginia	2019	0	0	0	0	0	0
	2020	0	0	5	0	0	5
	2021	5	3	1	0	0	9
Washington	2019	0	0	0	0	0	0
	2020	0	0	2	0	0	2
	2021	2	9	0	0	0	11
Wisconsin	2019	1	0	0	0	1	0
	2020	0	0	4	0	0	4
	2021	4	0	10	0	0	14
Total	2019	18	8	0	0	3	23
	2020	23	4	106	0	0	120
	2021	120	72	171	2	0	361

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

Table No. 5

Projected Openings During 2022

State	Franchise Agreements Signed But Outlet Not Opened as of 12/31/2021	Projected New Franchise Outlets as of 12/31/2021 (In 2022)	Projected New Company or Affiliate-Owned Outlets as of 12/31/2021 (In 2022)
Alabama	1	1	0
Arizona	2	2	0
California	16	17	4
Colorado	2	2	1
Connecticut	2	1	2
Delaware	1	0	2
District of Columbia	0	0	0
Florida	6	8	0
Georgia	3	4	0
Hawaii	0	1	0
Illinois	2	2	1
Indiana	1	4	0
Iowa	0	0	0
Kansas	0	0	1
Kentucky	0	1	1
Louisiana	0	3	0
Maryland	7	3	5
Massachusetts	2	0	2
Michigan	3	4	0
Minnesota	1	1	0
Mississippi	0	0	0
Missouri	2	0	1
Montana	1	2	0
Nebraska	0	0	0
Nevada	2	4	0
New Hampshire	1	0	1
New Jersey	5	1	4
New York	10	13	1

State	Franchise Agreements Signed But Outlet Not Opened as of 12/31/2021	Projected New Franchise Outlets as of 12/31/2021 (In 2022)	Projected New Company or Affiliate-Owned Outlets as of 12/31/2021 (In 2022)
North Carolina	8	10	0
North Dakota	0	0	0
Ohio	1	1	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	4	5	1
Puerto Rico	2	2	0
South Carolina	4	1	2
Tennessee	2	3	0
Texas	9	11	4
Utah	1	1	0
Virginia	2	6	1
Washington	6	1	6
Wisconsin	2	0	2
West Virginia	1	1	0
Total	112	116	41

Exhibit F includes a list of the names, cities and states and current business telephone numbers (or if unknown, last known home telephone numbers) of franchisees: who transferred their franchises in our most recent fiscal year (2); who had franchises terminated (2), not renewed (0) or reacquired by us (171) during our most recent fiscal year; who ceased operations for other reasons during our most recent fiscal year (7); or who had not communicated with us within 10 weeks of the issuance date of this disclosure document (0).

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

In some instances during the last 3 years, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

No trademark specific franchisee association has been sponsored by us, or has requested to be included in this franchise disclosure document.

ITEM 21 FINANCIAL STATEMENTS

Our audited financial statements as of and for the years ended December 31, 2021, December 31, 2020 and December 31, 2019, are included in Exhibit G.

ITEM 22 CONTRACTS

Attached are the current forms of the following franchise-related agreements:

Exhibit A - Franchise Agreement

Exhibit A-1 – Mobile Unit Lease Addendum to Franchise Agreement

Exhibit A-2 – Satellite Unit Addendum to Franchise Agreement

Exhibit B - Area Development Agreement

Exhibit B-1 - Addendum to Area Development Agreement for Existing Franchisees

Exhibit C - General Release

Exhibit D - Guaranty

Exhibit E - Confidentiality Agreement

Exhibit J - Closing Franchisee Questionnaire

Exhibit K - Template National Account Participation Agreement

Exhibit L - State Addenda

Exhibit M - Sublease

Exhibit N - Non-Disclosure Agreement

Exhibit O - Asset Purchase Agreement

Exhibit P - Automotive Rentals, Inc. Lease Documents

Exhibit Q - Consignment Agreement

ITEM 23 RECEIPTS

Exhibit R includes detachable documents acknowledging your receipt of this disclosure document

Exhibit A
Franchise Agreement

**“ASURION TECH REPAIR & SOLUTIONS”
FRANCHISE AGREEMENT**

By and Between

UBIF FRANCHISING CO

And

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ASURION TECH REPAIR & SOLUTIONS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“**Agreement**”) is made this ____ day of _____, 20__ (the “Effective Date”) by and between UBIF Franchising Co, a Florida corporation (“**Company**”), and _____, a _____ (“**Franchisee**”), with reference to the following facts:

A. Company and/or an Affiliate of Company owns certain proprietary and other property rights and interests in and to the Marks, including, without limitation, the “**ASURION TECH REPAIR & SOLUTIONS**” name and service mark.

B. Company has developed a comprehensive System (defined below) for the operation of Stores and specially-equipped Mobile Units under the Marks and in accordance with the Standards and the terms set forth in this Agreement that principally offer and sell repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment, as well as other related services and ancillary products, which may include offering Company’s Device Recommerce Program to Residential and Small Business Customers at and from the Location.

C. Franchisee desires to obtain the license and franchise to operate a single Store and potentially one or more Mobile Units, under the Marks and in strict accordance with the System and the Standards; and Company is willing to grant Franchisee such license and franchise under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 BUSINESS TERMS

1.1 Certain Fundamental Business Terms and Applicable Information. In this Agreement, in addition to those terms defined in Appendix A and elsewhere in this Agreement, the following capitalized terms shall have the meanings set forth below, unless the context otherwise requires:

“**Initial Franchise Fee**” means \$_____ (See Section 4.1).

“**Initial Training Fee**” means: \$_____ (See Section 4.1).

“**Initial Term**” begins on the Effective Date and continues until the Expiration Date, unless extended or sooner terminated in accordance with the terms of this Agreement.

“**Expiration Date**” means (check applicable box): ☐ the day immediately preceding the 10th anniversary of the Effective Date; or ☐ _____, 20___. (See Section 3.1)

“**Franchisee Notice Address**” is: _____

Attn: _____

“**Operating Principal**” means _____, or such other individual hereafter designated by Franchisee pursuant to the terms of this Agreement, and accepted in writing by Company (and until subsequently disapproved by Company), to serve as the authorized representative of Franchisee and who meets the requirements of this Agreement.

ARTICLE 2 GRANT

2.1 Grant.

2.1.1 Company hereby awards Franchisee, and Franchisee hereby accepts, the right, license and obligation, during the Term, to use and display the Marks, use the System, and offer, sell, provide and deliver certain Approved Products and Services which have been designated from time to time by Company in the Manuals or otherwise in writing, in accordance with Standards, in the operation of one (1) Store at and from, and only at and from, the Location, and, depending on customer volume, in the operation of one (1) or more Mobile Units upon the terms and subject to the provisions of this Agreement and all ancillary documents hereto. Franchisee acknowledges that its delivery of Approved Products and Services via its Mobile Unit(s) is limited to the home, business, or such other addresses provided by Residential and Small Business Customers assigned to Franchise through the Dispatch System (defined in Appendix A). Further, Franchisee acknowledges and agrees that the menu of Approved Products and Services which Franchisee may deliver via a Mobile Unit may be different than or subject to different policies and Standards than those applicable to a Store.

2.2 No Sublicensing Rights. Franchisee shall not sublicense, sublease, subcontract or enter any management agreement providing for, the right to operate the Store or Mobile Unit(s) or to use the System granted pursuant to this Agreement.

2.3 Territorial Rights.

2.3.1 During the Term, neither Company nor any Affiliate of Company shall open or operate any Store under the Company's Mark(s), nor license others to do so, at any fixed physical site within the geographic area described on Attachment 1, subject to Sections 2.3.3 and 2.4 (the "**Territory**").

2.3.2 Franchisee may only offer, sell and provide Approved Products and Services, and no others, only at the Location, or via delivery by the Mobile Unit(s). Franchisee shall not, and shall not cause any third parties to, without Company's prior written consent which may be withheld in its sole and absolute discretion: (i) establish a store, kiosk or other physical location other than the Location where customers will come to Franchisee's place of business; (ii) operate any mobile unit other than the Mobile Unit(s) which have been approved by Company; (iii) accept any mail-in repair requests or provide customer support or assistance remotely, or accept orders except those obtained through the Website(s) (defined in Appendix A), or through direct mail advertising or other marketing methods approved by Company, and otherwise in accordance with the Standards; (iv) accept any mail-in electronic devices in exchange for payment and/or resale, except for those obtained from Company through the Website(s), if any; (v) re-sell any electronic device it obtains through the Device Recommerce Program, if applicable, or otherwise, except in strict accordance with the Standards; or (vi) engage in wholesale operations or act as a wholesale provider of products or services to any third party.

2.3.3 The license granted to Franchisee under this Agreement is non-exclusive and Company expressly reserves all other rights including, the exclusive, unrestricted right, in its sole and absolute discretion, directly and indirectly, itself and through its employees, Affiliates, representatives, franchisees, licensees, assigns, agents and others:

- (a) (i) to own or operate, and to license others (which may include its Affiliates) to own or operate Stores at any location outside the Territory and regardless of proximity to the Store,
- (ii) to own or operate, and to license others (which may include Company's Affiliates) to own or operate other businesses operating under names other than the Company's Marks at any location, and of any type whatsoever, within or outside the Territory and regardless of their proximity to the Store; and (iii)

to advertise and promote the Company's services at any location and by any means, including the Internet;

(b) To provide repair work on products "mailed-in" by customers and/or provide customer support and assistance remotely, to customers wherever located, including to customers located within the Territory, and to solicit such repair work, support and assistance by means of the Internet, the Website(s), direct mail advertising and other distribution methods whether or not operating under the Company's Marks;

(c) To accept mail-in electronic devices in exchange for payment or resale and/or provide electronic device recommerce related support and assistance to customers wherever located, including to customers located within the Territory and at any location (regardless of its proximity to the Store), and to solicit such electronic devices by means of the Internet, the Website(s), direct mail advertising and other distribution methods;

(d) To promote, market, offer, sell and re-sell merchandise and other products via the Internet, direct mail advertising, or other distribution methods or channels of commerce, including to customers located within the Territory and at any location (regardless of its proximity to the Store);

(e) To provide goods and services to or for National Accounts at any location, and to or for National Account customers at any location, within and outside the Territory and regardless of proximity to the Store;

(f) To own, operate and license others to own and operate mobile units whether or not under the Company's Marks within or outside of the Territory. All rights to operate Mobile Units are non-exclusive. Without limiting the generality of the foregoing, Franchisee acknowledges and agrees that Company's agreement not to open or operate, or license other to open or operate, any Store under the Company's Marks, at any physical site within the Territory, does not apply to to bar the operation of mobile units by Franchisee, Company, Company's Affiliate or by any other franchisee; and

(g) To establish and operate, and to grant others the right to establish and operate, Stores that are located within non-traditional venues in or outside the Territory and regardless of proximity to the Store, including, without limitation, convention centers, military bases, airports, hotels, sports facilities, theme parks, hospitals, college campuses, transportation facilities, venues in which master concessionaires provide foodservice, and similar captive market locations.

2.4 National Accounts. Without limiting Section 2.3.3, Company may establish Standards governing the marketing, solicitation, sale and provision of services to National Accounts. Company reserves the exclusive right to solicit, enter into, and administer national and/or regional contracts with National Accounts. Franchisee may not solicit National Accounts, regardless of where their offices, facilities, services, or operations may be situated without Company's prior written consent. Franchisee will have no right to negotiate a national or regional agreement with National Accounts unless Company expressly requests Franchisee do so in writing. Company may in its sole and absolute discretion offer Franchisee the opportunity to service the office, facility, service, or operation of the National Account located in the Territory for so long as Franchisee remains in good standing and in compliance with all of its obligations under this Agreement, including the Standards. Franchisee may service an office, facility, service or operation of the National Account located in the Territory (and accept assignments to service a National Account outside of the Territory) only if Franchisee agrees to participate in the program Company has established with the applicable National Account, including the execution of a National Account Participation Agreement, if Company requests, acceptance of

the compensation Company offers to Franchisee and the policies Company establishes related to such National Account and Franchisee may not attempt to arrange any different terms or collect any additional fees other than those which Company has negotiated. Franchisee must comply with all terms of the National Account Participation Agreement with respect to any National Account in which it participates. If Franchisee does not participate in the program for a National Account, or if Franchisee fails to comply with the terms of this Agreement, the National Account Participation Agreement or other terms related to any National Account program in which it participates, or otherwise fails to meet any Standards including with respect to any National Account in which it participates, Company may in addition to all other available remedies, refuse to permit Franchisee to service or continue to service any or all National Account(s) and may allow such National Account(s) to be serviced in the Territory by Company, Company Affiliates or other franchisees, without compensation to Franchisee. Company may provide a centralized billing system and/or other systems related to the administration or services of National Accounts, and Company may charge Franchisee an administrative fee, which shall not exceed 5% of the Gross Sales earned by Franchisee resulting from performance of services to National Accounts. The administrative fee will be in addition to, and will be calculated before deduction of, all other fees payable by Franchisee under this Agreement with respect to National Accounts, including Continuing Royalties, Technology and Customer Support Fees, Advertising Fees and Dispatch Fees. Payment for services performed under any contract for a National Account will be contingent on Company receiving payment from the National Account; Company does not guarantee payment by the National Account. Company may deduct from Company's payments due to Franchisee any amounts Franchisee owes to Company.

ARTICLE 3

TERM AND RIGHT TO ENTER INTO SUCCESSOR FRANCHISE AGREEMENT

3.1 Initial Term. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall expire on the Expiration Date, unless sooner terminated or extended pursuant hereto.

3.2 Right to Enter into Successor Franchise Agreements.

3.2.1 Subject to the conditions contained in Section 3.4 of this Agreement and Franchisee's compliance with Section 3.3 of this Agreement, and provided that Company is then offering franchises in the same state in which the Store is located, at the Expiration Date, Franchisee shall have the right (the "**Successor Franchise Right**") to enter into a new franchise agreement in the form then generally being offered to prospective ASURION TECH REPAIR & SOLUTIONS franchisees (the "**First Successor Franchise Agreement**") for a ten (10) year period (the "**First Successor Term**"). The First Successor Franchise Agreement shall likewise grant Franchisee the right to enter into one additional successor Franchise Agreement (the "**Second Successor Franchise Agreement**" and collectively with the First Successor Franchise Agreement, the "**Successor Franchise Agreements**") for a ten (10) year period (the "**Second Successor Term**," and together with the First Successor Term, the "**Successor Terms**"). Franchisee acknowledges that the terms during the Successor Terms shall be as then generally applicable to new franchisees granted at the time and may differ from those contained in this Agreement (including without limitation, the Continuing Royalty, Technology and Customer Support Fee, Advertising Fees, Dispatch Fees, and all other fees and charges in this Agreement which shall be updated to the then-current fees as of the beginning of the applicable Successor Franchise Agreement).

3.2.2 The term of each Successor Franchise Agreement shall commence upon the Expiration Date or the expiration of the First Successor Term, as applicable; provided, however, that notwithstanding the terms of Company's then-current form of Franchise Agreement:

- (a) the Successor Franchise Agreements shall provide that Franchisee must pay, in lieu of an initial franchise fee, a renewal fee in the amount of ten percent (10%) of Company's then-current initial franchise fee prior to the beginning of the relevant Successor Term; and

(b) unless otherwise mutually agreed in writing, the Second Successor Franchise Agreement shall be revised so as not to provide any additional renewal or successor franchise rights.

3.3 Form and Manner of Exercising Successor Franchise Right. The Successor Franchise Right shall be exercised, if at all, strictly in the following manner:

3.3.1 Between nine (9) months and twelve (12) months before the Expiration Date or expiration of the First Successor Term, as applicable, Franchisee shall notify Company in writing (“**Notice of Election**”) that it intends to exercise its Successor Franchise Right and no sooner than immediately after the expiration of any waiting period(s) required by Applicable Law and no more than thirty (30) days after Franchisee receives Company’s Franchise Disclosure Document, if applicable, and execution copies of the relevant Successor Franchise Agreement, Franchisee shall execute the copies of said Successor Franchise Agreement and return them to Company.

3.3.2 If Franchisee shall have exercised its Successor Franchise Right in accordance with Section 3.3.1 of this Agreement and satisfied all of the conditions contained in Section 3.4 of this Agreement, Company shall execute the Successor Franchise Agreement, which had previously been executed by Franchisee and at or prior to the Expiration Date or expiration of the First Successor Term, as applicable, and deliver one fully executed copy thereof to Franchisee.

3.3.3 If Franchisee fails to perform any of the acts, or deliver any of the notices required pursuant to the provisions of Sections 3.3 or 3.4 of this Agreement, in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise its Successor Franchise Right and shall automatically cause Franchisee’s said Successor Franchise Right to lapse and expire.

3.3.4 The First Successor Franchise Agreement shall include terms substantially similar to the above Sections 3.3.1 through 3.3.3 regarding the form and manner of Franchisee exercising its Successor Franchise Right and entering into the Second Successor Franchise Agreement; provided, however, that the First Successor Franchise Agreement shall provide for only one Successor Term.

3.4 Conditions Precedent to Entering into the First Successor Franchise Agreement. Franchisee’s Successor Franchise Right is conditioned upon Franchisee’s fulfillment of each and all of the following conditions precedent:

3.4.1 At the time Franchisee delivers its Notice of Election to Company and at all times thereafter until the commencement of the First Successor Term, Franchisee shall have fully performed all of its obligations under this Agreement, the Manuals, the Standards and all other agreements then in effect between Franchisee and Company (or its Affiliates).

3.4.2 At Company’s request, Franchisee shall, prior to the date of commencement of the First Successor Term, undertake and complete at its expense, the remodeling, renovation, modernization, or refurbishing of the Premises, Location and the Store, which may include acquiring and installing new or replacement equipment, to comply with Company’s then-current Standards for new Stores.

3.4.3 At Company’s request, Franchisee shall, prior to the date of commencement of the First Successor Term, undertake and complete at its expense, to repaint, re-decal and re-equip the Mobile Unit(s), and if a Mobile Unit’s odometer reflects greater than 150,000 miles, replace the Mobile Unit itself and otherwise comply with Company’s then-current Standards for new Mobile Units.

3.4.4 Without limiting the generality of Section 3.4.1 of this Agreement, Franchisee shall not have committed and cured three (3) or more material defaults of ARTICLES 4, 7, 9, 10, 11 or 12 of this

Agreement during any thirty-six (36) month period during the Term for which Company shall have delivered notices of default, whether or not such defaults were cured.

3.4.5 Franchisee, and Franchisee's employees, as applicable, shall comply with Company's then-current qualification, training and certification requirements at Franchisee's expense.

3.4.6 Concurrently with the execution of the First Successor Franchise Agreement, Franchisee shall, and shall cause each of its Owners to, execute and deliver to Company a general release, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their officers, directors, agents, shareholders and employees. The release may cover future consequences of acts, omissions events and circumstances predating the date of the release, but will not release, in advance, future acts, omissions or events which have not occurred at the time the release is executed.

3.4.7 The First Successor Franchise Agreement shall include terms substantially similar to the above Sections 3.4.1 through 3.4.5 regarding the conditions precedent to Franchisee entering into the Second Successor Franchise Agreement.

3.5 Notice Required by Law. If Applicable Law requires that Company give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a week to week basis until Company has given the notice required by such Applicable Law. If Company is not offering new franchises, is in the process of revising, amending or renewing its form of franchise agreement or disclosure document, or is not lawfully able to offer Franchisee its then-current form of franchise agreement, at the time Franchisee delivers its Notice of Election, Company may, in its sole and absolute discretion, (i) offer to renew this Agreement upon the same terms set forth herein for the First Successor Term determined in accordance with Section 3.2 of this Agreement hereof, or (ii) offer to extend the Term hereof on a week to week basis following the expiration of the Term hereof for as long as it deems necessary or appropriate so that it may lawfully offer its then-current form of franchise agreement.

ARTICLE 4 PAYMENTS

4.1 Initial Fees.

4.1.1 Upon execution hereof, Franchisee shall pay to Company the Initial Franchise Fee. The Initial Franchise Fee is non-refundable, in whole or in part, under any circumstances.

4.1.2 Upon execution hereof, Franchisee shall pay to Company the Initial Training Fee. The Initial Training Fee is non-refundable, in whole or in part, under any circumstances.

4.2 Continuing Royalty. Each Accounting Period, in the manner provided in Section 4.6, Franchisee shall pay to Company, a continuing royalty (the "**Continuing Royalty**") equal to:

4.2.1 Seven percent (7%) of Franchisee's Gross Sales other than Recommerce Revenue ("**Non-Recommerce Revenue**") during the preceding Accounting Period; and

4.2.2 Four percent (4%) of all of Franchisee's revenue received or receivable by Franchisee as payment, whether in cash or for credit, or other means of exchange (and, if for credit, whether or not payment is received therefor), for any and all electronic devices sold by Franchisee to any party, other than Company or its Affiliates, pursuant to the Device Recommerce Program ("**Recommerce Revenue**") during the preceding Accounting Period.

4.3 Technology and Customer Support Fee. Each Accounting Period, in the manner provided in Section 4.6, Franchisee shall pay to Company a fee to defray a portion of the costs and expense incurred by Company (the “**Technology and Customer Support Fee**”) equal to one percent (1%) of Franchisee’s Gross Sales during the preceding Accounting Period.

4.4 Advertising Fee. Franchisee shall pay to Company, in the manner provided in Section 4.6, an advertising fee of up to two percent (2%), as determined by Company, of Franchisee’s Gross Sales during the preceding Accounting Period (“**Advertising Fee**”), which shall be contributed to the Advertising Fund administered in accordance with Section 8.3 of this Agreement (the “**Advertising Fund**”). Company may adjust Franchisee’s Advertising Fee from time to time, but never to more than two percent (2%) of Franchisee’s Gross Sales. Pursuant to Section 8.4 of this Agreement, Company may also establish a co-op advertising fund for Franchisee’s region. The fee for co-operative advertising will be in addition to the Advertising Fee and will be determined by each Co-op Advertising Region, as described in Section 8.4.2 of this Agreement.

4.5 Dispatch Fee. Franchisee shall pay to Company the then-current dispatch fee established by Company for each dispatch transmitted to Franchisee through the Dispatch System, whether or not the dispatch results in a transaction (“**Dispatch Fee**”). The current Dispatch Fee is fifty cents (\$0.50) per dispatch. This fee is subject to change in the sole and absolute discretion of Company on not less than thirty (30) days’ prior written notice. If Franchisee fails to pay Dispatch Fees in the manner provided in Section 4.6 of this Agreement when due, Company may remove, suspend or block Franchisee’s right to receive service requests through the Dispatch System.

4.6 Manner of Payment. With the exception of certain National Accounts payments, following the end of each Accounting Period, based on Franchisee’s reported Gross Sales for such period, Company shall calculate all applicable fees, including without limitation, Franchisee’s Continuing Royalty, Technology and Customer Support Fee, Dispatch Fees and, if in effect, the Advertising Fee for each Accounting Period and notify Franchisee, by email or regular mail, of the amounts due (as well as other amounts due to Company or its Affiliates including for purchases of goods or services), and the date on which Company intends to draw down payment from Franchisee’s bank account pursuant to Section 4.6.1. If for any reason, Company is unable to effect payment of the entire amount due, Company may charge Franchisee’s credit card account for the unpaid balance (in accordance with Section 4.6.2 below), and if Company is unable for any reason to charge the full unpaid balance against such credit card for any reason, Franchisee shall immediately pay the unpaid balance to Company. In addition, if Franchisee has failed timely to submit complete and accurate reports required hereunder, Company shall have the right to estimate in good faith the amounts due based on Franchisee’s historically reported Gross Sales, or any other commercially reasonable method selected by Company. If Franchisee disputes any amounts calculated by Company to be due, Franchisee shall immediately (and before Company’s scheduled draw down date) notify Company of the disputed amounts (with detailed explanation and evidence of the actual amounts Franchisee claims to be due, certified as complete and accurate by Operating Principal), with a copy of Franchisee’s notice, accompanied by the full payment of all undisputed amounts, sent to Company in accordance with Section 20.1; however, Company shall not be obligated to refrain from drawing down the amounts it has determined in good faith to be due and payable, notwithstanding Franchisee’s notice of dispute. Company administers certain National Accounts payments and advances the payment to Franchisee upon completion of a transaction with the National Account customer. For those transactions only, Company will deduct the appropriate Continuing Royalty, Technology and Customer Support Fee, Dispatch Fees and, if in effect, the Advertising Fee from the National Account partner payment to Franchisee. Once a month, Company shall provide a report to Franchisee detailing each of these transactions. If Franchisee disputes any amounts calculated by Company, Franchisee shall immediately notify Company of the disputed amounts (with detailed explanation and evidence of the actual amounts Franchisee Claims to be due, certified as complete and accurate by Operating Principal).

4.6.1 Franchisee, at Franchisee's sole cost and expense, shall instruct its bank to enable Company to unilaterally draw down the amount of Franchisee's Continuing Royalty, Technology and Customer Support Fee, Dispatch Fees, and, if in effect, the Advertising Fee, and other fees, expenses and other amounts due to Company or its Affiliates including for purchases of goods or services directly to Company from Franchisee's account, by electronic funds transfer or such other automatic payment mechanism which Company may designate ("EFT") and upon the terms and conditions set forth in the Manuals or the Standards, and promptly upon Company's request, Franchisee shall execute or re-execute and deliver to Company such pre-authorized check forms and other instruments or drafts required by Company's bank, payable against Franchisee's bank account, to enable Company to draw Franchisee's Continuing Royalty, Technology and Customer Support Fee, Dispatch Fees and, if in effect, the Advertising Fee and other sums payable under the terms of this Agreement. Company's current form of EFT authorization is attached hereto as Attachment 2. Franchisee shall also, in addition to those terms and conditions set forth in the Manuals, maintain a single bank account for such payments and shall maintain such minimum balance in such account as Company may reasonably specify from time to time. Franchisee shall not alter or close such account except upon Company's prior written approval. Any failure by Franchisee to implement such EFT system in strict accordance with Company's instructions shall, without limiting the materiality of any other default of this Agreement, constitute a material default of this Agreement.

4.6.2 Franchisee shall at all times during the Term, maintain a business credit card with an available credit limits of not less than ten thousand dollars (\$10,000) against which Franchisee hereby authorizes Company to charge amounts due from Franchisee, as described in Section 4.6.1, which are not drawn down by Company by EFT. Franchisee shall be responsible for any bank and credit card company charges imposed on Company on account of credit card payments and an amount equal to such charges shall be deemed added to the amounts payable by Franchisee.

4.7 Other Payments. In addition to all other payments provided herein, Franchisee shall pay to Company, its Affiliates and designees, as applicable, promptly when due:

4.7.1 All amounts advanced by Company or one of its Affiliates or which Company or one of its Affiliates has paid, or for which Company or one of its Affiliates has become obligated to pay on behalf of Franchisee for any reason whatsoever.

4.7.2 The amount of all sales taxes, use taxes, value added taxes, personal property taxes and similar taxes, which shall be imposed upon Franchisee and required to be collected or paid by Company (a) on account of Franchisee's Gross Sales, or (b) on account of Continuing Royalties, Advertising Fees, Dispatch Fees or Initial Fees collected by Company from Franchisee (but excluding Company's ordinary income taxes). Company, in its sole and absolute discretion, may collect the taxes in the same manner as Continuing Royalties are collected herein and promptly pay the tax collections to the appropriate Governmental Authority; provided, however, that unless Company so elects, it shall be Franchisee's responsibility to pay all sales, use or other taxes now or hereinafter imposed by any Governmental Authorities on Continuing Royalties, Initial Fees, Dispatch Fees or Advertising Fees.

4.7.3 All amounts due for any reason, including on account of purchases of goods, supplies or services from Company or its Affiliates relating to the Store and Mobile Unit(s).

4.8 Application of Funds. If Franchisee shall be delinquent in the payment of any obligation to Company hereunder, or under any other agreement with Company, Company shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, including to Franchisee's Suppliers and landlord, notwithstanding any contrary designation by Franchisee as to application.

4.9 Interest and Charges for Late Payments. If Franchisee shall fail to pay to Company the entire amount of applicable fees due, including, without limitation, the Continuing Royalty, Technology and Customer Support Fee, Dispatch Fees and, if in effect, the Advertising Fee and all other sums owed to Company or its Affiliates, promptly when due, Franchisee shall pay, in addition to all other amounts which are due but unpaid, interest on the unpaid amounts, from the due date thereof, at the rate of eighteen percent (18%) per annum, or the highest rate allowable under Applicable Law, whichever is less. If any check, draft, electronic transfer or otherwise, is unpaid because of insufficient funds or otherwise, then Franchisee shall pay Company or its Affiliates any costs incurred related to such non-payment, including any bank fees and any other related expenses incurred by Company or its Affiliates, subject to a fifty dollar (\$50) minimum required payment to Company.

ARTICLE 5 CONSTRUCTION AND COMMENCEMENT OF BUSINESS

5.1 Location. The Store shall be located at the Location.

5.1.1 If an address has been inserted in the space provided on Attachment 1 on the Effective Date, then the Store to be developed and operated under this Agreement shall be located at the Location set forth on Attachment 1. Franchisee acknowledges that it has independently investigated and located, and Company (based upon the information provided by Franchisee) has accepted the Location.

5.1.2 If on the Effective Date, the specific location for the Store has not been identified in Attachment 1, Company shall designate a provisional territory on Attachment 1 which will describe the general geographic area in which Franchisee shall look for potential sites for the Store to be located (the “**Provisional Territory**”). Company will not grant another franchise for a Store to be located in the Provisional Territory for a period of ninety (90) days from the Effective Date or until Company has designated the Location pursuant to Section 5.1.3, whichever occurs first.

5.1.3 If no Location has been inserted on Attachment 1 on the Effective Date, Franchisee shall promptly following the execution hereof locate one or more proposed sites within the Provisional Territory which meet Company’s then-current Standards. Franchisee shall submit to Company such demographic and other information regarding the proposed site(s) and neighboring areas as Company shall require, in the form prescribed by Company (“**Site Review Request**”). Company may seek such additional information as it deems necessary within fifteen (15) days of submission of Franchisee’s Site Review Request, and Franchisee shall respond promptly to such request for additional information. If Company does not deliver written notice to Franchisee that Company accepts the proposed site within thirty (30) days of receipt of Franchisee’s Site Review Request, or within fifteen (15) days after receipt of such additional requested information, whichever is later, the site shall be deemed rejected. If Company accepts the proposed site it shall notify Franchisee of its acceptance of the site, complete Attachment 1 (including the Location and Territory) and send it to Franchisee who shall sign and return it to Company within fifteen (15) days; if Franchisee fails to do so, then the Location and Territory shall be deemed to be the Location and Territory Company sets forth in the Attachment 1 it sends to Franchisee, with the Territory being determined in accordance with Section 5.1.5. Franchisee shall proceed to negotiate a Lease or purchase agreement for the site and shall submit to Company a copy of the proposed Lease or purchase agreement, as applicable. Franchisee shall not enter into any Lease or purchase agreement for the Location unless Company has accepted the proposed site and such site shall be deemed to be the “Location” as defined above.

5.1.4 Franchisee shall begin operating the Store within nine (9) months after the Effective Date. Company reserves the right upon prior written notice to Franchisee to impose an additional charge for Franchisee to submit a second Site Review Request to Company for review, and/or for each Site Review Request thereafter, and Franchisee shall reimburse Company for all reasonable costs and expenses of Company

incurred in reviewing the Site Review Requests, including payment to consultants and agents retained by Company to assist in conducting such review and including a reasonable allocation of overhead and administrative expenses.

5.1.5 Subject to the terms and conditions of this Agreement, at such time as Franchisee shall have located an accepted location, Company shall designate a specific geographic area surrounding the Location which will be a radius of one (1) mile surrounding the Store if located in an urban area or three (3) miles surrounding the Store if located in a suburban area. Alternatively, it may be some other geographic area, depending on the demographics, normally containing a day time and residential population of about one hundred thousand (100,000) persons, as determined by Company in good faith based upon population data deemed reasonably reliable by Company, and the parties shall, if necessary, amend and sign Attachment 1 to incorporate the Territory as designated by Company. Such designated Territory may be described by a polygon, postal zip codes, natural boundaries or street boundaries. Where a street boundary is used (including where the Territory is defined as a zip code, and the boundary of the zip code is defined as a named street), the center of the street shall be the boundary. Upon written notification to Franchisee of such designated area (which may be substantially different than the geographic area comprising the Provisional Territory), it shall be deemed to be the "Territory" under this Agreement, notwithstanding any failure of the parties to amend Exhibit A as aforesaid.

5.1.6 Franchisee may not relocate the Store without Company's prior written consent. If Company shall consent to any relocation, Franchisee shall de-identify the former location in the manner described in Section 15.1.1 of this Agreement with respect to Franchisee's obligations upon termination and expiration, and shall reimburse and indemnify and hold Company harmless from any direct and indirect losses, costs and expenses, including attorney's fees, arising out of Franchisee's failure to do so.

5.2 Company Site Selection Assistance. Company is not required to visit any potential location. However, Company may voluntarily (without obligation) assist Franchisee in obtaining or evaluating an acceptable location. Neither Company's said assistance, if any, its acceptance of Franchisee's proposed site, nor its acceptance of the proposed Lease or purchase agreement, shall be construed to ensure or guarantee the profitable or successful operation of the Store by Franchisee, and Company hereby expressly disclaims any responsibility therefor. Company's acceptance of a location is solely an indication that the Location meets Company's minimum Standards at the time of acceptance and such acceptance shall not be construed as any express or implied representation or warranty that the operation of the Store at the Location will be profitable or successful. Franchisee acknowledges its sole responsibility for finding the Location. Franchisee acknowledges its sole responsibility for finding the site for the Store it develops pursuant to this Agreement.

5.3 Lease or Purchase of Location.

5.3.1 If the Location is leased or subleased, (i) the Lease shall name Franchisee as the sole lessee thereunder, and may not be subleased to Franchisee by any Affiliate of Franchisee or any of its Owners without Company's prior written consent, and may not be assigned or sublet without Company's prior written consent; (ii) Company shall have the right to review and accept or reject the Lease, a true and correct copy of which shall be delivered to Company at least fifteen (15) days prior to the execution thereof; (iii) Franchisee shall neither create nor purport to create any obligations on behalf of Company, nor grant or purport to grant to the lessor thereunder any rights against Company, nor agree to any other term, condition, or covenant which is inconsistent with any provision of this Agreement; (iv) the Lease shall be for a term (including options) which is not less than the Term (including Successor Terms) unless Company shall approve, in writing, a shorter term of the Lease; (v) the Lease shall not contain a non-competition covenant which purports to restrict Company, or any franchisee or licensee of Company (or its Affiliates), from operating a Store or any other retail establishment, unless such covenant is approved by Company in writing prior to the execution of the Lease; (vi) Franchisee shall duly and timely perform all of the terms, conditions, covenants and obligations imposed

upon Franchisee under the Lease; and (vii) a fully executed copy of said Lease, in the form and on the terms previously accepted by Company, shall be delivered to Company promptly following the execution thereof and upon Company's request. The Lease shall, unless Company otherwise provides prior written consent, include the addendum attached hereto as Attachment 4. Company's review and acceptance of the Lease is solely for Company's benefit and is solely an indication that the Lease meets Company's minimum Standards at the time of acceptance for the Lease (which may be different than the requirements of this Agreement) such review and acceptance shall not be construed as any express or implied representation or warranty that the Lease complies with Applicable Law or represents a lease transaction that is fair or in Franchisee's best interest.

5.3.2 If Company or its designee elects to succeed to Franchisee's rights under the Lease, as aforesaid, Franchisee shall assign to Company or such designee all of its right, title and interest in and to the Lease, whereupon the lessor thereunder shall attorn to Company or such designee as the tenant thereunder. Franchisee shall execute and deliver to Company or such designee such assignment and take such further action as Company or such designee, as applicable, in its sole and absolute discretion, may deem necessary or advisable to effect such assignment, within ten (10) days after written demand by Company or such designee to do so, and upon Franchisee's failure to do so, Company or such designee shall be, and hereby is, appointed Franchisee's attorney in fact to do so. This power of attorney granted by Franchisee to Company and such designee is a special power of attorney coupled with an interest and is irrevocable and shall survive the death or disability of Franchisee. Any sum expended by Company or such designee to cure Franchisee's breach of the Lease shall be deemed additional sums due Company hereunder and Franchisee shall pay such amount to Company upon demand. The covenants of Franchisee contained in this Section 5.3 shall survive the termination of this Agreement. Company's acceptance of the Lease shall not constitute Company's assurance that the terms of the Lease are favorable to Franchisee, or that the Location will be successful.

5.3.3 Franchisee hereby authorizes Company to communicate with the lessor under the Lease (and hereby authorizes such lessor to communicate with Company) for any purpose, including de-identification of the Location following the termination or expiration of this Agreement, Franchisee's sales, Franchisee's defaults under this Agreement or the Lease and negotiating a lease for the Location commencing following the termination or expiration of Franchisee's Lease. Franchisee shall at all times fully perform each and all of its obligations under the Lease.

5.3.4 If the Location is to be purchased by Franchisee, the contract for purchase and sale shall be subject to Company's review and acceptance, a true and correct copy of which shall be delivered to Company at least fifteen (15) days prior to the execution thereof, and a true and correct copy of such executed contract shall be furnished to Company within fifteen (15) days after execution.

5.4 Construction.

5.4.1 Following the Effective Date and before the renovation or construction of the Store or the Location, Company shall make available to Franchisee copies of Company's specifications for the design and layout of the Store in the Standards, including, without limitation, required fixtures, equipment, furnishings, décor, trade dress, and signs. Franchisee shall at its sole cost and expense promptly cause the Premises and Store to be constructed, equipped and improved in accordance with such Standards, unless Company shall, in writing, agree to modifications thereof. Franchisee shall employ licensed architects, engineers and general contractors of its own selection, and at its sole cost and expense, to prepare such architectural, engineering and construction drawings and site plans, and to obtain all Permits required to construct, remodel, renovate, and/or equip the Store and Premises. All such plans, and all modifications and revisions thereto, shall be submitted to Company for its prior review and acceptance before Franchisee's commencement of construction (within sixty (60) days after Effective Date, unless Company otherwise agrees in writing). If Company does not deliver prior written notice to Franchisee that Company accepts such design criteria, the design criteria shall be deemed rejected.

5.4.2 Company has the right, but not the obligation, to perform inspections of the Store and Premises during construction and after construction to ensure that the Store is built in accordance with the drawings and specifications required by Company, and all fixtures, signs, furnishings and equipment are in compliance with the Standards. Franchisee may not open the Store for business until Franchisee has received written authorization to open from Company, which authorization may be conditional and subject to Company's satisfactory inspection of the Store.

5.4.3 Franchisee may from time to time request additional information regarding the design and construction of the Store, which, if in the possession of Company, shall be provided at no expense to Franchisee. Upon request, Company shall provide additional site visits, project management, design work and equipment purchasing services to Franchisee at Franchisee's sole cost.

5.4.4 Subject only to Force Majeure (provided that Franchisee continuously complies with Section 5.4.6 of this Agreement), Franchisee shall complete construction or renovation, as the case may be, of the Premises, the Store and all improvements therein, including installation of all fixtures, signs, equipment and furnishings as soon as possible, but in any event within six (6) months after commencement of construction, unless Company provides prior written consent to a longer period of time. The operation of the Store by Franchisee shall commence not later than nine (9) months following the Effective Date. Notwithstanding the foregoing, if Company determines, in its sole and absolute discretion, that Franchisee in good faith is using its best efforts to commence operations within such time period, then upon Franchisee's written request, and execution of Company's withdrawal authorization form, Company may permit Franchisee to extend, for up to twelve (12) months, the date by which Franchisee must commence operating the Store. Only then will Franchisee be eligible for the extension program, which consists of monthly withdrawals by Company from Franchisee's bank account (in the manner set forth in Sections 4.6 and 4.6.1 above) per the following schedule: one thousand dollars (\$1,000) for each of the first six (6) months of extension, and fifteen hundred dollars (\$1,500) per month for months seven to twelve (7-12). Extension option fee amounts shall be drafted from the account specified in such withdrawal authorization form until the Store opens. The extension option fee paid for any month shall not be refunded under any circumstances and shall not be credited against any fee payable to Company. Notwithstanding the foregoing, if Company grants Franchisee an extension for the Store and subsequently determines in its sole and absolute discretion that Franchisee is not using its best efforts to open and operate such Store within a reasonable period of time following the date of the grant of extension, Company may terminate the extension grant for such Store. The termination of the extension grant shall be deemed a material default for purposes of this Agreement.

5.4.5 The time periods for the commencement and completion of construction and the installation of fixtures, signs, machinery and equipment as referred to in this Section 5.4 are of the essence of this Agreement. If Franchisee fails to perform its obligations contained in this Section, Company may, without limiting the materiality of any other default of this Agreement, deem Franchisee's failure to so perform its obligations to constitute a material default of this Agreement.

5.4.6 In the event of the occurrence of an event which Franchisee claims to constitute Force Majeure, Franchisee shall provide written notice to Company in writing within five (5) days following commencement of the alleged Force Majeure which notice shall include the words "Force Majeure" and explicitly describe the specific nature and extent of the Force Majeure, and how it has impacted Franchisee's performance hereunder. Franchisee shall provide Company with continuous updates (no less frequently than once each week) on Franchisee's progress and diligence in responding to and overcoming the Force Majeure, and shall notify Company immediately upon cessation of such Force Majeure, and provide all other information as may be requested by Company. If Franchisee shall fail to notify Company of any alleged Force Majeure within said five (5) days, or shall fail to provide any such updates during the continuance of the alleged Force Majeure, Franchisee shall be deemed to have waived the right to claim such Force Majeure.

5.4.7 Company's acceptance of Franchisee's plans and specifications for the Store, Company's guidance with the development of the Store, Company's referral of approved contractors, subcontractors, architects, engineers, and other professionals, and Company's authorization to open the Store are to assure that Franchisee complies with the Standards, and shall not be construed as any express or implied representation or warranty regarding the work performed by such persons or that the Store complies with Applicable Law, or that the construction is sound or free from defects. Company's criteria for acceptance or rejection do not encompass technical, architectural or engineering considerations. Company will have no liability with respect to construction of the Location, nor shall Company be responsible in any way for delays or losses occurring during the design, construction or other preparation of the Store, whether caused by the condition of the Premises, the design, engineering, construction, equipping, decorating, or stocking of the Store, or any other reason. Franchisee expressly acknowledges and agrees that Company does not, directly or indirectly, warrant or ensure that the design, décor, appearance, fixtures, layout, and/or other improvements of the Store will guarantee Franchisee's success.

5.5 Maintaining and Remodeling of Store.

5.5.1 Franchisee shall maintain the condition and appearance of the Store in a "like new" level of cosmetic appearance consistent with the image of ASURION TECH REPAIR & SOLUTIONS Stores as attractive, clean, and efficiently operated, offering Approved Products and Services. If at any time in Company's sole and absolute discretion, the state of repair, appearance or cleanliness of the Premises (including the Store and the non-Store portion of the Premises, and parking areas) or its fixtures, equipment, tools, furnishings, or signs fail to meet the Standards therefor, Franchisee shall immediately upon receipt of notice from Company specifying the action to be taken by Franchisee (within the time period specified by Company), correct such deficiency, repair and refurbish the Store and Premises, as applicable, and make such modifications and additions to its layout, décor and general theme, as may be required, including replacement of worn out or obsolete fixtures, equipment, furniture, signs and tools, and repair and repainting of the interior and exterior of the Store, the Premises. Such maintenance shall not be deemed to constitute remodeling, as set forth below.

5.5.2 In addition to Franchisee's obligations under Section 5.5.1, during the Term, but not more frequently than once every five (5) years during the Term and as a condition to Franchisee's exercising its Successor Franchise Right, Company may require Franchisee, at Franchisee's sole cost and expense, to refurbish, remodel and improve the Store to conform Franchisee's building design, trade dress, color schemes, and presentation of Marks to Company's then-current specified public image (or image implemented or in development at a Store owned or operated by Company or any of its Affiliates) as set forth in the Standards. Such a remodeling may include extensive structural changes to the Store and replacement or modification of furnishings, fixtures and equipment as well as such other changes as Company may direct, and Franchisee shall undertake such a program promptly upon notice from Company, and shall complete any such remodeling as expeditiously as possible, but in any event within ninety (90) days of commencing same (and no later than the commencement of the Successor Term), unless Company expressly agrees to a longer period of time.

5.5.3 If the Store is damaged or destroyed by fire or any other casualty, Franchisee, within ninety (90) days thereof, shall initiate such repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) such repairs or reconstruction, in order to restore the premises of the Store to its original condition prior to such casualty; any such repair and reconstruction shall be completed as soon as reasonably practicable but in any event within six (6) months following the event causing the damage or destruction. If, in Company's sole and absolute discretion, the damage or destruction is of such a nature or to such extent that it is feasible for Franchisee to repair or reconstruct the Premises and the Store in conformance with Company's then-current décor specifications for new Stores and other requirements set forth in the Standards, Company may require that Franchisee repair or reconstruct the Premises and Store in conformance with the then-current décor specifications for new Stores in the Standards.

5.6 Maintaining Mobile Unit(s).

5.6.1 Depending on the level of customer volume in the area, Franchisee shall have and maintain in operation a Mobile Unit or Units. Company, in its sole discretion shall determine the number of Mobile Units necessary to service the customer volume. If Company determines at any time(s) in its sole discretion that the number of Mobile Units in the Franchisee's fleet then being maintained and operated by Franchisee is insufficient to service the volume of customer service requests for mobile repairs to achieve a satisfactory level of availability for same day or next day service in accordance with the Standards, it may notify Franchisee of the number of additional Mobile Units Franchisee needs to add to its fleet, and Franchisee shall have ninety (90) days to add that number of fully equipped and operational Mobile Units to its fleet. If Franchisee declines or fails for any reason to add the required number of fully equipped and operational Mobile Units to its fleet, Company shall have the right to terminate this Agreement and/or fashion or implement such other remedy as it deems appropriate. Franchisee may not increase the number of Mobile Units in its fleet except with Company's prior written consent, which Company may grant or withhold in its sole and absolute discretion. Franchisee may not decrease the number of Mobile Units in its fleet except with Company's prior written consent, which Company may grant or withhold in its sole and absolute discretion.

5.6.2 Each vehicle used as a Mobile Unit must meet the Standards, including, among other things, specifications relating to required quality, make, model, year, allowable mileage, equipment (including GPS or other specified electronic fleet tracking methods and devices), color, signage and body wrap, and Franchisee shall purchase or lease each vehicle from a Supplier designated by Company.

5.6.3 Following the Effective Date, Company shall provide Franchisee with access to the Manuals, including the Standards and specifications for a Mobile Unit and required fixtures, equipment, furnishings, décor, logos, wraps, trade dress, and signs. Franchisee shall at its sole cost and expense promptly cause the Mobile Unit(s) to be modified, equipped and improved in accordance with such Standards, including applying and installing all required decals, logos and wraps, and obtaining and maintaining insurance policies meeting the Standards, using Suppliers designated by Company, unless Company shall agree in writing to modifications thereof.

5.6.4 Company or its designee has the right, but not the obligation, to perform physical or remote electronic monitoring, tracking, and inspections of each Mobile Unit at any time to ensure that the operation of each Mobile Unit meets the Standards, including that all fixtures, signs, furnishings and equipment comply with the Standards. Franchisee expressly consents to the use of GPS or other specified electronic methods and devices to track and monitor the location, movement, and operation of the Mobile Unit(s) and any laptop computer or personal mobile device approved in accordance with Section 7.3.2 below. Further, Franchisee shall inform all individuals that will be operating the Mobile Unit(s) of this Section 5.6.4 and obtain any necessary written consents to the same. Franchisee may not begin operating any Mobile Unit until Franchisee has received written authorization to open from Company, which authorization may be conditional and subject to the satisfactory inspection of any Mobile Unit(s) by Company or its designee.

5.6.5 Franchisee may from time-to-time request additional information regarding the design and equipping of the Mobile Unit, which, if in the possession of Company, shall be provided at no expense to Franchisee.

5.6.6 Subject only to Force Majeure, Franchisee shall obtain and cause its technicians and other individuals who will operate the Mobile Unit(s) to obtain, all required Permits and licenses required for the operation of the Mobile Unit(s) including the sale and provision of any Approved Products and Services (an upon request, promptly provide evidence of such Permits and licenses to Company), and shall otherwise ready each Mobile Unit to conduct business (including installation of all equipment and furnishings, décor, logos, decals, wraps, trade dress, and signage, and obtaining all require insurance coverages), as soon as possible.

Franchisee shall not commence operation of a Mobile Unit until both of the following have occurred: (a) the Mobile Unit has become available to Franchisee and been fully modified to meet the Standards, and (b) the Franchisee has obtaining written authorization from Company to open the Mobile Unit for business (which authorization may be conditional and subject to the satisfactory inspection of each Mobile Unit by Company or its designee). The time periods for readying the vehicle and prompt commencement of business referred to in this Section are of the essence of this Agreement. Without limiting the generality of the foregoing, to the extent permitted under Applicable Law, Franchisee shall cause each individual who will drive or work in a Mobile Unit to have and maintain a valid driver's license, have a good driving record, undergo and pass criminal background checks, and drug testing, and be eligible and covered under Franchisee's automobile and other applicable policies up to the Standards. If Franchisee fails to perform its obligations contained in this Section, Company may, without limiting the materiality of any other default of this Agreement, deem Franchisee's failure to perform its obligations a material default of this Agreement.

5.6.7 Company's designation or acceptance of plans and specifications for the design and equipping of Mobile Unit(s), Company's guidance with the operation of the Mobile Unit(s), Company's referral of Suppliers, contractors, subcontractors, designers, engineers, and other professionals, and Company's authorization to commence operation of each Mobile Unit are to assure that Franchisee complies with the Standards, and shall not be construed as any express or implied representation or warranty regarding the work performed by such persons or that the Mobile Unit(s) comply with any Applicable Law or that the vehicle or its design is sound or free from defects. Company's criteria for acceptance or rejection do not encompass technical or engineering considerations. Company will have no liability with respect to the Mobile Unit(s), nor shall Company be responsible in any way for delays or losses associated with the design, equipping or other preparation of the Mobile Unit(s), whether caused by the condition of the vehicle, the design, engineering, equipping, decorating, or stocking of the Mobile Unit(s), or any other reason. Franchisee expressly acknowledges and agrees that Company does not, directly or indirectly, promise, warrant or ensure that the design, décor, appearance, fixtures, layout, and/or other improvements of the Mobile Unit(s) will guarantee Franchisee's success.

5.6.8 Franchisee shall maintain: (i) the condition and appearance of each Mobile Unit used as a Mobile Unit in a "new" or "like new" condition; and (ii) the Mobile Unit(s) in clean and excellent condition and repair. When not in operation, in use or en route to service a customer (e.g., over-night), each Mobile Unit shall be stored in a safe and secure location. Franchisee shall perform periodic maintenance and repairs on the Mobile Unit(s), when and as necessary or required, but no less frequently than as recommended by the manufacturer thereof, and shall not cause or allow the Mobile Unit(s) to be placed into service at any time that it is not clean, and free of dents, scratches or other damage or mechanical problems which affect its appearance or which could render such Mobile Unit(s) unsafe or excessively noisy. Without limiting the foregoing, the Mobile Unit(s) shall comply with all Applicable Law. If at any time in Company's reasonable judgment, the state of repair, appearance or cleanliness of any Mobile Unit or equipment fail to meet the Standards, Franchisee shall immediately upon receipt of notice from Company specifying the action to be taken and within the time period specified by Company, correct such deficiency, repair and refurbish Mobile Unit(s) and equipment, as applicable, and make such modifications and additions as may be required, including replacement of worn out or obsolete fixtures, equipment, logos, decals and wraps.

5.6.9 In addition to Franchisee's obligations under Section 5.6.8, during the Term, Company may require Franchisee, at Franchisee's sole cost and expense, to replace Mobile Unit(s) with new or like new vehicles conforming to the Standards (including at its expense, to repaint, re-decal, and re-equip, the Mobile Unit(s)), if a Mobile Unit's odometer reflects greater than one hundred fifty thousand (150,000) miles.

5.6.10 If a Mobile Unit is damaged or destroyed by fire or any other casualty, then Franchisee, at Franchisee's sole cost and expense, shall promptly repair the Mobile Unit to its original condition prior to such casualty; any such repair shall be completed as soon as reasonably practicable, but in any event

within one (1) month following the event causing the damage or destruction. If, in Company's sole and absolute discretion, the damage or destruction is of such a nature or to such extent that it is not feasible for Franchisee to repair the Mobile Unit, Company may require that Franchisee replace the Mobile Unit with a replacement vehicle in conformance with the Standards.

5.6.11 Franchisee may not sell or otherwise dispose of any vehicle used as a Mobile Unit without Company's prior written consent and, in any event, Franchisee shall have first removed all Marks, all distinctive cosmetic features and finishes, wraps, decals, colors, and signage, and all fixtures and physical storage units and other modifications made in order to configure the vehicle to serve as a Mobile Unit. And Franchisee shall, at Company's request, grant Company access to each Mobile Unit to make cosmetic changes so that it no longer resembles a Mobile Unit.

5.7 Office.

5.7.1 If it is not reasonably practical for Franchisee's Store to serve as Franchisee's headquarters for the Mobile Unit(s), Franchisee may, with Company's prior written consent, which consent may be withheld in Company's sole and absolute discretion, elect to utilize a location other than the Store as the Franchisee's headquarters for the operation of Mobile Unit(s). Franchisee shall maintain such Office in compliance with the Standards, which may be Franchisee's residence, at which it shall maintain Information Systems, provide for secure overnight storage of Mobile Unit(s), business records and extra parts, tools, equipment, and any other items used in connection with the operation of Mobile Unit(s).

5.7.2 If Company consents to Franchisee opening an Office, Franchisee shall promptly following the Effective Date locate a proposed site which meets the Standards (the "**Office**") to serve as the headquarters for the operation of the Mobile Unit(s) and submit to Company such demographic and other information regarding the proposed site and neighboring areas as Company shall require, in the form prescribed by Company. Company may accept or reject a proposed site for the Office in its sole and absolute discretion. Franchisee may not operate an Office without the prior written consent of Company.

5.7.3 Franchisee may not use or display the Marks at the Office or surrounding premises, it being understood and agreed that the Office shall serve only as a central hub from which to dispatch Mobile Unit(s) and otherwise conduct the operation of the Mobile Unit(s) in accordance with the Franchise Agreement; provided further that in no event may the Office be used to meet with customers or prospective customers, or to sell or provide Approved Products and Services, or otherwise to serve as or appear to serve as a retail location from which to offer and sell Approved Products and Services under the Marks or otherwise.

5.7.4 Franchisee may not relocate the Office without Company's prior written consent. If Company shall consent to any relocation, Franchisee shall de-identify the former office in the manner described in the Franchise Agreement with respect to Franchisee's obligations upon termination and expiration, and shall reimburse and indemnify and hold Company harmless from any direct and indirect losses, costs and expenses, including attorneys' fees, arising out of Franchisee's failure to do so.

ARTICLE 6 TRAINING

6.1 Initial Training Program. Provided that Franchisee has paid the twelve thousand, five hundred dollars (\$12,500) Initial Training Fee (pursuant to Sections 1.1 and 4.1.2 of this Agreement), Company will provide the following Initial Training Program:

6.1.1 Company shall provide an Initial Training Program in Company's Standards and methods of operation (the "**Initial Training Program**") at Company's training facilities in Orlando, Florida;

or other location specified by Company, to up to three (3) persons selected by Franchisee who shall include the Store Manager, and Franchisee's Operating Principal. In certain circumstances, Company may in its reasonable discretion determine that the Initial Training Program should be conducted virtually, in which case Company shall send Franchisee the devices, parts, tools and other items necessary for Franchisee to have on hand to satisfactorily complete the Initial Training Program in a virtual format. Franchisee may, at Company's sole and absolute discretion, be required to pay Company's then-current training fee for any personnel, beyond the initial three (3) individuals, who attend the Initial Training Program. The Initial Training Program shall consist of about forty-eight (48) hours per week of training over a three (3) week period. Franchisee shall pay travel expenses, if any, incurred by Franchisee and/or Franchisee's employees in connection with attendance at training programs. Franchisee may not open the Store or commence operations of Mobile Unit(s) until such training shall have been completed to the satisfaction of Company and Franchisee's management team has been certified by Company.

6.1.2 The Initial Training Program will be structured to provide practical training in the implementation and operation of a Store and Mobile Unit(s); provided, however, that the contents and manner of conduct of such training shall be determined by Company in its sole and absolute discretion.

6.1.3 The Initial Training Program shall not be provided and no initial training fee will be imposed if (i) Franchisee and/or any Owner of Franchisee is operating one or more Stores as of the Effective Date and the Store(s) are in compliance with Standards, or (ii) Franchisee's Operating Principal, is an Experienced Manager, with at least two (2) years of prior experience as a manager or assistant manager at an ASURION TECH REPAIR & SOLUTIONS Store owned by another franchisee, us or our affiliate, has completed the Initial Training Program to Company's satisfaction and during his/her tenure as manager or assistant manager, the Store was in compliance with the Standards, or (iii) this Agreement is executed as the Successor Franchise Agreement; or (iii) this Agreement is executed in connection with an Assignment, including if Franchisee purchases the Store so long as Franchisee and Operating Principal have completed the Initial Training Program to Company's satisfaction with respect to another Store which they operated in compliance with Standards.

6.1.4 Franchisee acknowledges that because of Company's superior skill and knowledge with respect to the training and skill required to manage the Store and Mobile Unit(s), its judgment as to whether or not Franchisee, Operating Principal or Store Manager has satisfactorily completed such training shall be determined by Company in its sole and absolute discretion.

6.2 On-Site Training. Commencing shortly before and ending shortly after the Store opens to the public, Company shall provide sixteen (16) days of on-site training at the Location to Franchisee's Operating Principal and Store Manager(s) ("**On-Site Training**"). Company shall provide the On-Site Training at no additional charge; provided, however, that if Company determines in its sole and absolute discretion that more than sixteen (16) days of on-site training is necessary, Franchisee must reimburse Company for all reasonable travel expenses, and compensation and other expenses reasonably incurred by Company as a result of extending the On-Site Training, and at Company's election a per diem training charge at Company's then-current rates. The On-Site Training will be structured to provide additional practical training in the implementation and operation of a Store, provided, however, that the contents and manner of conduct of such On-Site Training shall be determined by Company in its sole and absolute discretion.

6.3 Additional Training.

6.3.1 All newly hired and replacement Operating Principal(s) and Store Managers of the Store shall be subject to Company's reasonable approval and shall successfully complete, to Company's satisfaction, the Initial Training Program conducted by Company. Company may offer the Initial Training Program for newly hired and replacement personnel electronically via a web-based streaming program. In

addition, if the Store or Mobile Unit(s) are not in compliance with the Standards, Company may, in its sole and absolute discretion, require Franchisee, Franchisee's Operating Principal and Store Manager to re-attend and successfully complete, to Company's satisfaction, the Initial Training Program in person and at then-current rates. Franchisee, or Franchisee's Operating Principal, or a fully trained Store Manager shall, to Company's satisfaction, train each of Franchisee's regular employees prior to the first opening of the Store and Mobile Unit(s) to the public and at all times thereafter during the Term. At all times during the Term, Franchisee shall employ an adequate staff of employees working at the Store and operating the Mobile Unit(s) who shall have been fully and adequately trained, in Company's judgment, and all such employees shall have completed all training certification(s) required by any Governmental Authority. Notwithstanding the first sentence of this Section, the Store Managers of Franchisee shall have the skill level, training and experience commensurate with the demands of the position, and in keeping with Company's high standards for technical competence, quality and courteous service, and cleanliness of operations.

6.3.2 Franchisee shall pay Company's then-current, reasonable charges (as set forth in the Manuals) for any such training performed by Company at Franchisee's request, or which is otherwise required hereunder and not covered by Sections 6.1.1 and 6.2 of this Agreement (e.g., specialized training required if Franchisee wishes to participate in certain of Company's National Account programs). Without limiting the foregoing, Company will rent Franchisee, a training device kit intended for Franchisee to use to train its future new hires via Company's Remote New Hire Training program. The kit contains all of the devices used by Company's training team during the course of the new store/new hire training that is conducted for all new franchisees. The kit will be rented to Franchisee for an upfront cost of five hundred dollars (\$500), plus a two thousand dollars (\$2,000) security deposit ("**Deposit**"). Once the training is completed and Franchisee returns the kit in the same condition as delivered, Company will refund the Deposit; if any device is damaged or rendered inoperable during the course of a new hire's training, the cost of replacement will be deducted from the Deposit.

6.3.3 Company may, from time to time, (i) require Franchisee, its Operating Principal and its Store Manager(s), or any of them, to attend additional training courses or programs ("**Additional Training**") during the Term; or (ii) make available to Franchisee, its Operating Principal and the Store Manager(s), or any of them, optional Additional Training during the Term. Additional Training may be held on a national or regional basis at locations selected by Company to instruct Franchisee with regard to new procedures or programs which Company deems, in its judgment, to be of material importance to the operation of the Store and Mobile Unit(s). Such Additional Training may relate, by way of illustration, to product repair techniques, marketing, bookkeeping, accounting and general operating procedures, and the establishment, development and improvement of Information Systems. Company may establish charges applicable to all franchisees similarly situated for such optional training courses. The time and place of such training courses shall be at Company's sole and absolute discretion. In addition to any charge Company may establish, Franchisee shall pay all travel expenses. Company shall pay no compensation for any services performed by trainee(s) in connection with the Additional Training.

6.3.4 Company and its designees shall have the right to enter the Store to conduct training programs for franchisees (and prospective franchisees) of Company, from time to time and at a time and in a manner consistent with Company's reasonably established policies and procedures in effect from time to time.

6.4 Annual Meeting. Company intends to host an annual meeting or convention of franchisees in which case Franchisee's Operating Principal, shall be obligated to attend. Company will not charge a registration fee to attend, but Franchisee will bear all of the travel expenses of its attendees to attend such meeting. Franchisee shall be required to pay a fee to Company to pay for a portion of Franchisee's attendees' meals and/or local transportation provided by Company at the annual meeting.

6.5 Other Assistance.

6.5.1 Franchisee shall have the right, at no additional charge, to inquire of Company's headquarters staff, its field representatives and training staff with respect to problems relating to the operation of the Store and Mobile Unit(s), by telephone, electronic mail, facsimile, or other means of correspondence, and Company shall use its commercially reasonable efforts to diligently respond to such inquiries, in order to assist Franchisee in the operation of the Store and Mobile Unit(s). At no time shall reasonable assistance be interpreted to require Company to pay any money to Franchisee or to defer Franchisees' obligation to pay any sums to Company.

6.5.2 At Franchisee's request, Company may, but shall not be obligated to (a) cause its field representatives to visit the Store to advise, consult with, or train Franchisee in connection with its performance and operation of the Store and Mobile Unit(s) and Franchisee's compliance with the Standards; or (b) permit Franchisee or certain of its employees to provide assistance, consultation, or additional training at a Store selected by Company. If Company provides such additional assistance, consultation or training to Franchisee (w) such assistance, consultation or training will be subject to Company's capacity, scheduling, and sole and absolute discretion, but Company shall not be obligated to provide that assistance, consultation or training, (x) Franchisee shall pay all travel expenses, if any, incurred by Franchisee and/or Franchisee's employees in connection with such additional assistance, consultation, or training, (y) Company shall not pay any compensation to Franchisee or Franchisee's employees for providing services at Company's or another franchisee's Store in connection with the assistance, consultation, or training, and (z) Franchisee shall pay such training charges as may be then in effect, and shall reimburse Company for all reasonable travel expenses incurred in connection with such training.

6.5.3 In the event of any sale transfer, or Assignment, the transferee/assignee must be trained by Company as a condition of Company's consent to such transfer. The Store and Mobile Unit(s) shall not be transferred, opened, or re-opened by the transferee until Company accepts the transferee in writing as being qualified to operate the Store and Mobile Unit(s), and Company has otherwise provided prior written consent to the transfer in accordance with this Agreement.

ARTICLE 7 MANUALS AND STANDARDS OF OPERATOR QUALITY, CLEANLINESS AND SERVICE

7.1 Compliance with Applicable Law. Franchisee shall operate the Store and Location and the Mobile Unit(s) as clean, orderly, legal and respectable places of business in accordance with the Standards and shall comply with Applicable Law. Franchisee shall not operate the Store or cause or allow any part of the Location or the Mobile Unit(s) to be used for any immoral or illegal purpose. Franchisee shall in all dealings with its customers, suppliers, and public officials adhere to high standards of honesty, integrity, fair dealing and ethical conduct, in accordance with Applicable Law, and without limiting the foregoing shall refrain from accessing, viewing, using, copying, storing, disclosing or otherwise misusing any customer passwords, or other information and data, whether contained on their electronic devices or otherwise, in any form or manner (except to the limited degree required to perform authorized services in strict accordance with the Standards and this Agreement), and refrain from engaging in any action (or failing to take any action) which will cause Company to be in violation of any Applicable Law, or which, in the sole opinion of Company, causes or could cause harm to the Marks, the System and/or the ASURION TECH REPAIR & SOLUTIONS brand. If Franchisee shall receive any notice, report, fine, test results or the like from the applicable state or local department of health (or other similar Governmental Authority), Franchisee shall promptly send a copy of the same to Company. Franchisee shall correct any such deficiency noted within ten (10) days or such fewer number of days as required by the applicable Governmental Authority.

7.2 Operating Principal and Management Employees.

7.2.1 Franchisee acknowledges and agrees that at all times during the Term the Operating Principal shall act as Franchisee's representative, shall hold ten percent (10%) or more of the Equity of Franchisee, and shall have the authority to act on behalf of Franchisee during the Term. The Operating Principal shall be principally responsible for communicating and coordinating with Company regarding business, operational and other ongoing matters concerning this Agreement, the Store and Mobile Unit(s). Franchisee shall cause the Operating Principal to have the full authority to act on behalf of Franchisee in regard to performing, administering or amending this Agreement. The Operating Principal shall be vested with the authority and responsibility for the day-to-day operation of the Store, the Mobile Unit and all other Stores and Mobile Units owned or operated, directly or indirectly, by Franchisee or its Affiliates within a geographic area specified by Company. The Operating Principal shall, during the entire period he or she serves as such, meet the following qualifications: (a) shall devote full time and best efforts solely to operation of all Stores and Mobile Units owned or operated, directly or indirectly, by Franchisee or its Affiliates in such geographic area and to no other business activities; (b) meet Company's educational, experience, financial and other reasonable criteria for such position, as set forth in the Manuals or otherwise in writing by Company; (c) be an Owner with ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights in Franchisee; and (d) be an individual acceptable to Company. The Operating Principal shall be responsible for all actions necessary to ensure that all Stores and Mobile Units owned or operated, directly or indirectly, by Franchisee in such geographic area are operated in compliance with this Agreement and the Standards. If during the Term the Operating Principal is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section (including Company's subsequent disapproval of such person), Franchisee shall promptly notify Company of such occurrence. Thereafter, Franchisee shall promptly, but not later than thirty (30) days after the prior Operating Principal ceases to serve Franchisee, (w) designate a replacement Operating Principal who meets Company's then-current qualification requirements, (x) provide Company with such information about such new Operating Principal as Company may request, (y) cause such replacement Operating Principal to undergo, at Franchisee's cost, such training as Company may require, and (z) obtain Company's written acceptance of such person as the Operating Principal. Company may, but is not required to, deal exclusively with the Operating Principal in such regards unless and until Company's actual receipt of written notice from Franchisee of the appointment of a successor Operating Principal who shall have been accepted by Company.

7.2.2 Franchisee shall notify Company in writing at least ten (10) days prior to employing the Operating Principal setting forth in reasonable detail all information reasonably requested by Company. Company's acceptance of the Operating Principal shall not constitute Company's endorsement of such individual or a guarantee by Company that such individual will perform adequately for Franchisee or its Affiliates, nor shall Company be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance.

7.2.3 Franchisee shall ensure that the operation of the Store and Mobile Unit(s) is at all times under the direct control of the Operating Principal or a Store Manager. At all times that the Store and Mobile Unit(s) are open and operational and at all times in which pre-opening or post-closing activities are being undertaken at the Store and Mobile Unit(s), the Store and Mobile Unit(s) shall be managed by a person who has successfully completed training (and if required, a person that is certified, by Company in its sole and absolute discretion, for the performance of such responsibilities) and has successfully completed any training or certification course as may be specified by Company and/or required by Applicable Law. Each such Store Manager shall be solely dedicated to the operation of the Store and/or Mobile Unit(s) to which the person is assigned. Franchisee shall supervise, direct and be responsible for in all respects, the activities and performance of all Operating Principals, Store Managers, and other staff of Franchisee and shall ensure compliance with the Standards and other requirements of this Agreement.

7.3 Computer/P.O.S./Information Systems.

7.3.1 Franchisee shall purchase, use and maintain the Information Systems specified in the Manuals for the Store and the Mobile Unit(s) in accordance with the Standards. The Information Systems must at all times be connected to one or more high-speed communications media specified by Company and be capable of accessing the Internet (via hotspots in the case of the Mobile Unit(s)).

7.3.2 Each Mobile Unit shall have a laptop computer capable of connecting to Company and/or its designee via hotspots and Franchisee shall transmit and receive data necessary or appropriate for the conduct of the Mobile Unit business, in the form and manner prescribed by Company. Franchisee agrees to maintain not less than one (1) laptop computer with mobile hotspot web access, and to cause each technician who drives or works in a Mobile Unit to have one (1) activated and operational mobile telephone in his or her possession at all times while operating a Mobile Unit for communicating with Company and/or its designee and receiving customer dispatches, which meets the Standards (which may be a device owned by Franchisee or by the individual(s) who operate the Mobile Unit provided that in either case such mobile device has an adequate data plan and all required applications and software prescribed by Company and shall not be listed in online or physical telephone directories). All ASURION TECH REPAIR & SOLUTIONS related access, applications and software must be deleted and/or de-activated upon termination or expiration of this Agreement, and upon any individual who operated a Mobile Unit leaving the employ of or engagement with Franchisee. Upon assignment, termination or expiration of this Agreement and the associated Mobile Unit business, Company shall have the option to purchase, and in that event Franchisee shall sell, such mobile devices which it owns to Company, in accordance with this Agreement. Company and its affiliates may suffer losses and damages if Franchisee diverts or transfers any such telephone numbers, facsimile/electronic communication lines, domain names or web links (or permits their diversion or transfer) or uses them or permits their use for, or in connection with, any business other than the Mobile Unit business. Franchisee agrees that its commitment not to divert or misuse the telephone numbers, facsimile service/electronic communication lines, web links or domain names will survive termination of this Agreement for any reason, for the enduring benefit of the ASURION TECH REPAIR & SOLUTIONS network as a whole.

7.3.3 Franchisee must electronically link the Information Systems to Company or its designee. Franchisee shall allow Company and/or its designee to access the Information Systems and stored files, and to add, remove, configure and modify information systems via any means including electronic polling and uploads, with or without notice. Company may from time to time upon thirty (30) days advance written notice require Franchisee, at Franchisee's sole cost and expense, to add, update, upgrade or replace the Information Systems, including hardware and/or software. Although Company cannot estimate the future costs of the Information Systems, required hardware, software, or service or support, and although these costs might not be fully amortizable over the time remaining in the Term, Franchisee agrees to acquire and incur the costs of obtaining and implementing the hardware, software and other components and devices comprising the Information Systems (including additions and modifications) and all support services, service and maintenance agreements and subscriptions prescribed by Company or its designee to maintain, protect, and interface with Information Systems. Information Systems may be provided directly by third parties or may be sold, licensed or sublicensed by or through Company, its designee, or one of its Affiliates at a reasonable one-time or recurring charge, and pursuant to forms of agreement prescribed by Company.

7.3.4 Franchisee shall not use or permit the use of the Information Systems for any unlawful or non-business related activity. Franchisee shall not install or use, and shall prohibit others from installing and using, unauthorized hardware or other components and devices, software on or with the Information Systems. Franchisee shall take all commercially reasonable measures to insure that the Information Systems are used strictly in accordance with the Standards, including without limitation security protocols and protective measures including how passwords are assigned and rotated, prescribed limitations regarding which persons Franchisee may permit to access (via LAN, WAN, internet or otherwise), use, perform support and

installation functions and conduct transactions with the Information Systems. Franchisee shall ensure no virus, Trojan horse, malicious code or other unauthorized code or software is installed on, or transmitted by, the Information Systems at any time during the Term. Franchisee shall at all times provide Company or its designee with all passwords, access keys and other security devices or systems as necessary to permit Company or its designee to access the Information Systems and obtain the data Company is permitted to obtain. Company and its designees and Affiliates reserve the right to add, control, modify, govern and block any and all network and internet traffic, ports, protocols, and destinations.

7.3.5 Franchisee shall, upon Company's request transmit e-mail, digital photos and real time video and audio signals of the Store and Mobile Unit(s) to, and in the form and manner prescribed by Company or its designee.

7.3.6 Prior to opening the Store to the public, Franchisee shall apply for, install and maintain systems for use of debit cards, credit cards, loyalty and Gift Cards and other non-cash payment methods. Franchisee shall adhere to all PCI (Payment Card Industry), CISP (Cardholder Information Security Program) and SDP (Site Data Protection) compliance specifications, as amended.

7.3.7 Franchisee shall sell, or otherwise issue, as Company may designate, stored-value, loyalty and gift cards, certificates and other non-cash payment methods (collectively "**Gift Cards**") that Company designates and only in the manner specified in the Manuals and the Standards. Franchisee shall fully honor all Gift Cards that are in the form approved or required by Company, regardless of whether the Gift Card was issued by Franchisee or another franchisee or operator in the ASURION TECH REPAIR & SOLUTIONS System, or purchased at any other location, such as a retail or grocery store, via the Internet or via other means of distribution. Franchisee shall sell, issue and redeem (without any offset) Gift Cards in accordance with the procedures and policies Company may specify in the Manuals or otherwise in writing (the "**Gift Card Program**"). Franchisee acknowledges that in connection with this Gift Card Program, Franchisee may be required to (a) enter into a separate agreement with a third party provider of Gift Card processing services under the terms and conditions as may be required by the third party for participation in the Gift Card Program; (b) purchase or upgrade, as necessary, hardware, software or other equipment, required for participation in the Gift Card Program; (c) purchase and maintain sufficient inventory of Gift Cards for sale at Franchisee's Store; (d) promote the sale of Gift Cards using only marketing methods and materials Company approves; (e) comply in all material respects with all Standards in performing Franchisee's obligations under this Agreement and otherwise in connection with the Gift Card Program; and (f) execute such other agreements or documents as may be reasonably required by Company in connection with the Gift Card Program. Franchisee further acknowledges that Company may discontinue or modify the Gift Card Program at any time, in its sole and absolute discretion, and Franchisee agrees to comply with Company's requests to discontinue or modify the Gift Card Program at any time.

7.4 Dispatch System. Franchisee agrees and shall cause any individual operating the Mobile Unit(s) to agree to: (a) participate in the Dispatch System (defined in Appendix A) and not participate in any other dispatch system; (b) execute and comply with all of the terms and conditions of any agreement, or any amended or substitute agreement, that Company may designate in its sole and absolute discretion regarding participation in the Dispatch System; (c) accept and honor all dispatches received through the Dispatch System and service all dispatches at the time of day requested by the customer; (d) to the greatest extent enforceable under Applicable Law, adhere to the repair work rates and charges and other advertising and pricing policies prescribed by the Manuals and applicable National Account Participation Agreement(s), if any; and (e) reserve for Company the right to require Franchisee to use dispatch software from certain designated software providers in conjunction with the Dispatch System or any other dispatch system Company designates. Company reserves the right to modify the Dispatch System and its service request allocation methodologies at any time in its sole and absolute discretion. Company does not make any representations regarding, and does not guarantee that any volume of service requests will be assigned to Franchisee through, the Dispatch System.

7.5 Manuals. Franchisee shall participate in the System and operate the Store and Mobile Unit(s) in strict compliance with the Standards and incorporated in Company's Manual(s).

7.5.1 The subject matter of the Manuals and Standards may include matters such as: forms, information relating to parts and product and service specifications, warranty programs and requirements, purchase orders, general operations, labor management best practices, Gross Sales reports, training and accounting; sanitation; staff certification, design specifications and uniforms; display of signs and notices; authorized and required Information Systems, equipment and fixtures, including specifications therefor; Mark usage; insurance requirements; lease requirements; ownership requirements, décor; best practices for management and personnel, hours of operation; yellow page and local advertising formats; standards of maintenance and appearance of the Store and Mobile Unit(s); procedures upon the occurrence of a Crisis Management Event; and required posting of notices to customers as to how to contact Company to submit complaints and feedback; participation in surveys and mystery shopper programs; and such other matters and policies as Company may reasonably elect to include which relate to the System or the franchise relationship under the System. In the event of the occurrence of a Crisis Management Event, Company may also establish emergency procedures pursuant to which Company may require Franchisee to, among other things, temporarily close the Store to the public and/or temporarily cease operation of the Mobile Unit(s), in which event Company shall not be liable to Franchisee for any losses or costs, including consequential damages or lost profits occasioned thereby. In the event of any dispute as to the contents of the Manuals, the terms and contents of the master copy maintained by Company shall be controlling.

7.5.2 Company shall have the right to modify the Manuals and the Standards at any time and from time to time; provided, that no such modification shall alter Franchisee's fundamental status and rights under this Agreement. Modifications in the Manuals shall become effective upon delivery of written or electronic notice thereof to Franchisee unless a longer period is specified in such written notice or unless a longer period is set forth in this Agreement. The Manuals, as modified from time to time, shall be an integral part of this Agreement and reference made in this Agreement, or in any amendments, exhibits or schedules hereto, to the Manuals shall be deemed to mean the Manuals kept current by amendments from time to time.

7.5.3 Upon the execution of this Agreement, Company shall provide Franchisee access to the Manuals and the Standards through Company's Intranet. The Standards and all amendments to the Manuals and the Standards (and copies thereof) are copyrighted and remain Company's property. Franchisee shall have access to the Manuals, and the Standards during the Term, and such access shall immediately cease upon this Agreement's termination or expiration. The Manuals are highly confidential documents which contain certain Trade Secrets of Company. Franchisee shall not make, or cause or allow to be made, any copies, reproductions or excerpts of all or any portion of the Manuals without Company's prior written consent. Upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall immediately cease accessing the Manuals. Franchisee's loss or unauthorized transfer of the Manuals, or other breach of this Section shall, without limiting the materiality of any other default of this Agreement, constitute a material default of this Agreement.

7.6 Hours. Subject to Applicable Law or subsequent written agreement between Company and Franchisee to the contrary, Company and Franchisee agree that the Store and Mobile Unit(s) shall be open and operational seven (7) days per week, every day of the year (except the holidays stated in the Manuals on which Franchisee is authorized to close the Store and Mobile Unit(s)), and at least during the hours established by Company in the Manuals. Franchisee shall diligently and efficiently exercise its best efforts to achieve the maximum Gross Sales possible from the Store and Mobile Unit(s), and shall remain open for longer hours if additional opening hours are reasonably required to maximize operations and sales. Notwithstanding the foregoing, Company may authorize or direct Franchisee and other franchisees to operate during hours and on fewer or more days than are specified in the Manuals and this Agreement.

7.7 Product Line and Service.

7.7.1 Franchisee shall advertise, offer, sell and provide all and only those Approved Products and Services which Company has directed to be offered, advertised, sold and provided from the Store and Mobile Unit(s). All Approved Products and Services shall be sold and distributed under the specific name designated by Company and shall be purchased, inventoried, stored, and provided strictly in accordance with Company's Standards. Franchisee shall not cease offering any of the Approved Products and Services without Company's prior written consent nor may Franchisee take any action which is intended to diminish the maximum sales potential of any of the Approved Products and Services. Franchisee recognizes that providing certain services may under Applicable Law require Franchisee to obtain specialized licenses (e.g., an electrician's license, a general contractor's license, a second-hand dealer license or a pawn license). Franchisee agrees to obtain any such licenses prior to providing any such services. Notwithstanding anything in this Agreement, Franchisee shall not, and shall not be required to, offer or sell a particular product or service if by so doing Franchisee would violate Applicable Law provided that Franchisee has used all commercially reasonable efforts to obtain any necessary Permits.

7.7.2 Approved Products and Services shall be marketed in a manner that is consistent with the Standards in an approved format to be utilized in the Store. The approved and authorized format(s) may include, in Company's sole and absolute discretion, requirements concerning organization, graphics, product and service descriptions, illustrations, and any other matters related thereto, whether or not similar to those listed. In Company's sole and absolute discretion, the format(s) may vary depending upon region, market size, and other factors. Company may change the format(s) from time to time or region to region or authorize tests from region to region or authorize non-uniform regions or Stores within regions. Franchisee shall have ten (10) days to implement all such changes from receipt or notice of such Standards.

7.7.3 Franchisee shall, upon receipt of notice from Company, add, delete, or update any description of Approved Products and Services according to the instructions contained in the notice. Franchisee shall have ten (10) days after receipt of written notice in which to fully implement any such change. Franchisee shall cease selling any previously approved product or cease providing any previously approved service within ten (10) days after receipt of written notice that the product or service is no longer approved. Company may instruct Franchisee to remove any product or service on an emergency basis and Franchisee must comply with such instruction immediately. Company shall not be liable to Franchisee for any losses sustained by Franchisee in connection with such instruction (or Franchisee's failure to comply with such instruction).

7.7.4 Franchisee acknowledges that it is critical to the success of the Store and Mobile Unit(s) that Franchisee provide fast, responsive, and top quality repair services to its customers and that, except in exceptional circumstances required or permitted in the Manuals or applicable National Account Participation Agreement, on a same-day or twenty-four (24)-hour turnaround basis.

7.7.5 Franchisee further acknowledges and agrees that, upon establishment by Company, Franchisee shall provide the Device Recommerce Program in strict accordance with Company's Standards, as may be amended from time to time in Company's sole and absolute discretion and which may include, without limitation, standards regarding which mobile and other electronic devices may be accepted by Franchisee through the program, policies and procedures for inspecting, evaluating and grading devices, and policies regarding Franchisee's resale of such devices.

7.8 Repair Rates. Company may, to the greatest extent permitted under Applicable Law, establish fixed, minimum or maximum repair rates, advertised price policies, and may advertise repair rates as part of the promotional programs which it sponsors for the public. Subject to Applicable Law to the contrary, if Company establishes such rates and/or policies for the Store or Mobile Unit business, or if Franchisee communicates to

Company, by execution of a National Account Participation Agreement or by another means established by Company that Franchisee will comply with suggested repair rates, Franchisee will honor the established or agreed to rates and all of the other terms of such programs. Franchisee acknowledges that Company and others will rely on such communications.

7.9 Tools. All tools to be used in the operation of the Store and Mobile Unit(s) and other like articles used in connection with the Store and Mobile Unit(s) shall conform to Company's specifications, which may include manufacturer, brand and model, shall be imprinted with Company's Marks, if and as specified by Company, and shall be purchased by Franchisee from a Supplier designated or approved in writing by Company, as provided in ARTICLE 9 of this Agreement. No item of merchandise, furnishings, interior and exterior décor items, supplies, fixtures, equipment or tools shall be used in or upon the Store or Mobile Unit(s) unless expressly approved by Company.

7.10 Notification of Legal Proceedings; and Crisis Management Events.

7.10.1 Franchisee shall notify Company in writing within twenty-four (24) hours after Franchisee receives actual notice of the commencement of any investigation, action, suit, or other proceeding, or the issuance of any lien, order, writ, injunction, award, or other decree of any court, agency, or other Governmental Authority that pertains to the Store or Mobile Unit(s) or that may adversely affect Franchisee's operation of the Store or Mobile Unit(s) or ability to meet its obligations hereunder.

7.10.2 Upon the occurrence of a Crisis Management Event, Franchisee shall immediately inform Company, as instructed in the Manuals, by telephone and email (or other electronic messaging medium authorized by Company for this purpose). Franchisee shall cooperate fully with Company with respect to Company's response to the Crisis Management Event.

7.11 Signs. Franchisee shall maintain approved signs and/or awnings at, on, or near the front of the Premises, identifying the Premises as a Store, which shall conform in all respects to Company's specifications and requirements and the layout and design plan approved for the Premises, subject only to restrictions imposed by Applicable Law. On receipt of notice by Company of a requirement to alter any existing sign on its Premises, Franchisee will, at its cost, make the required changes within thirty (30) days, subject to the approval of the lessor if required by Franchisee's Lease. Franchisee will not be required to alter or replace the existing sign more than once every five (5) years.

7.12 Uniforms and Employee Appearance. Franchisee shall cause all individuals, while working in the Store and Mobile Unit(s) or a customer's home, business or such other location provided by the customer, to: (i) wear uniforms of such color, design, and other specifications as Company may designate from time to time, and (ii) present a neat and clean appearance. If Company removes the type of uniform utilized by Franchisee from the list of approved uniforms, Franchisee shall have sixty (60) days from receipt of written notice of such removal to discontinue use of its existing inventory of uniforms and implement the approved type of uniform. Unless Company otherwise provides prior written consent, Franchisee's staff working in the Store and/or Mobile Unit(s) shall be dedicated solely to the Store and/or Mobile Unit(s) shall not work at any other Store or other enterprise owned or operated by Franchisee. In no case shall Franchisee permit any staff member of Franchisee to wear the required uniform except while working at the Store or Mobile Unit(s); without limiting the generality of the foregoing, the uniform may not be worn off Premises for any other purpose (other than in the operation of the Mobile Unit(s), or while commuting to and from work at the Store or Mobile Unit(s)).

7.13 Vending or Other Machines. Except with Company's prior written consent, Franchisee shall not cause or permit vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks or any other mechanical or electrical device to be installed or maintained at the Location.

7.14 Co-Branding. Franchisee may not engage in any co-branding in or in connection with the Store except with Company's prior written consent. Company shall not be required to approve any co-branding chain or arrangement except in its sole and absolute discretion, and only if Company has recognized that co-branding chain as an approved co-brand for operation within ASURION TECH REPAIR & SOLUTIONS Stores. "Co-branding" includes the operation of an independent business, product line or operating system owned or licensed by another entity (not Company) that is featured or incorporated within Franchisee's Premises or is adjacent to Franchisee's Premises and operated in a manner which is likely to cause the public to perceive it to be related to the Store.

7.15 Intranet.

7.15.1 Company may, at its option, establish and maintain, on its own or through its designee, an Intranet through which franchisees of Company may communicate with each other, and through which Company and Franchisee may communicate with each other and through which Company may disseminate the Manuals and Standards, updates thereto and other confidential information. Company or its designee shall have sole and absolute discretion and control over all aspects of the Intranet, including the content and functionality thereof. Company will have no obligation to maintain the Intranet indefinitely, and may dismantle it at any time without liability to Franchisee.

7.15.2 Franchisee shall have the mere privilege to use the Intranet, subject to Franchisee's strict compliance with the Standards, protocols and restrictions that Company may establish from time to time. Such standards and specifications, protocols and restrictions may relate to, among other things, (a) the use of abusive, slanderous or otherwise offensive language in electronic communications, (b) communications between or among franchisees that endorse or encourage Default of any franchisee's franchise agreement, or other agreement with Company or its Affiliates, (c) confidential treatment of materials that Company transmits via the Intranet or otherwise, (d) password protocols and other security precautions, including limitations on the number and types of staff members that may be granted access to the Intranet, (e) grounds and procedures for Company suspending or revoking a franchisee's access to the Intranet, and (f) a privacy policy governing Company's access to and use of electronic communications that franchisees post to the Intranet. Franchisee acknowledges that, as administrator of the Intranet, Company can technically access and view any communication that any person posts on the Intranet. Franchisee further acknowledges that the Intranet facility and all communications that are posted to it will become Company's property, free of any claims of privacy or privilege that Franchisee or any other person may assert.

7.15.3 Franchisee shall establish and continually maintain (during all times that the Intranet shall be established and until the termination of this Agreement) an electronic connection (the specifications of which shall be specified in the Manuals) with the Intranet that allows Company to send messages to and receive messages from Franchisee, subject to the Standards.

7.15.4 If Franchisee shall default under this Agreement or any other agreement with Company or its Affiliate, Company may, in addition to, and without limiting any other rights and remedies available to Company, disable or terminate Franchisee's access to the Intranet without Company having any liability to Franchisee, and in which case Company shall only be required to provide Franchisee a paper copy of the Manuals and the Standards and any updates thereto, if none have been previously provided to Franchisee, unless not otherwise entitled to the Manuals or Standards.

7.15.5 If Company or its designee has enabled the Intranet to facilitate Franchisee ordering goods and products from Company and other vendors, then to the maximum extent possible, Franchisee shall order and purchase through the Intranet all goods and products available for purchase through the Intranet.

ARTICLE 8 ADVERTISING AND CO-OPS

8.1 General Advertising Requirements. Franchisee shall only use and display approved advertising material provided, from time to time, by Company and shall use and display all material in accordance with Company's policies. Franchisee must obtain the prior written consent of Company to use and/or display any advertising materials, including, without limitation, all print advertising, newspaper and magazine advertisements, direct mailers and mail coupons, not provided by Company. Franchisee shall submit all such materials to Company for approval and Company shall grant or deny such approval within fifteen (15) days of receiving the materials. If Company has not approved such materials within fifteen (15) days, the materials shall be deemed disapproved. Any advertising materials or concepts created by Franchisee and approved by Company shall be deemed the sole and exclusive property of Company. Company may, in its sole and absolute discretion, require Franchisee to cease using any advertising materials which it has previously approved and upon receiving notification from Company, Franchisee shall cease using such materials. Franchisee shall be solely responsible for ensuring its use of advertising materials, whether or not provided by or approved by Company, conform to applicable laws and regulations.

8.2 Local Advertising and Promotion. Each calendar year, Franchisee shall expend no less than two percent (2%) of its Gross Sales for local advertising of the Store ("**Local Advertising Expenditure**"). Although not required to do so, Company strongly recommends that Franchisee expend an amount equal to three to five percent (3-5%) Gross Sales as its Local Advertising Expenditure during each year, on approved advertising programs. Franchisee shall deliver evidence of Local Advertising Expenditures in the form and manner prescribed by Company from time to time. Upon the request of Company, Franchisee shall provide an advertising plan which details the local advertising to be conducted over a twelve (12)-month period on behalf of the Store. Company hereby reserves the right to reject all or part of such plan and Franchisee shall revise the plan in response thereto. Unless Company shall give its prior written consent, Franchisee shall not use the Local Advertising Expenditure for yellow page advertising, market-wide research, seminars, entertainment, fees paid to consultants not approved by Company, incentive programs, charitable contributions, press parties, or specialty items (unless part of a market-wide program approved by Company and the cost of the same is not recovered by promotion).

8.3 Advertising Fund.

8.3.1 Franchisee's Advertising Fee shall be applied to the Advertising Fund. An amount equal to all Advertising Fund revenue and allocations will be expended for national, regional, or local advertising, public relations or promotional campaigns or programs designed to promote and enhance the image, identity or patronage of franchised, and Company-owned (including Affiliate-owned) Stores. Such expenditures may include, without limitation: (a) creative development, production and placement of print advertisements, commercials, musical jingles, decals, radio spots, audio advertising, point of purchase materials, direct mail pieces, literature, outdoor advertising, door hangers, electronic media advertisements, pay-per-click internet advertisements (and related search engine optimization services and assistance) and other advertising and promotional material; (b) creative development, preparation, production and placement of video, audio and written materials and electronic media, (c) purchasing artwork and other components for advertising; (d) media placement and buying, including all associated expenses and fees; (e) administering regional and multi-regional marketing and advertising programs; (f) market research, marketing studies and customer satisfaction surveys, including the use of secret shoppers; (g) development and production of, and, to the extent applicable, acquisition of, premium items, giveaways, promotions, contests, public relations events, and charitable or nonprofit events; (h) creative development of signage, posters, and individual décor items including wall graphics; (i) recognition and awards events and programs; (j) system recognition events, including periodic national and regional conventions and meetings; (k) website, extranet and/or Intranet development, implementation and maintenance; (l) development, implementation and maintenance of the Website(s) to

permit and improve electronic commerce, reservation systems and/or related strategies; (m) retention and payment of advertising and promotional agencies and other outside advisors, including retainer and management fees; (n) public relations and community involvement activities and programs; (o) expenditures for activities conducted for the benefit of co-branding, or other arrangements where Approved Products and Services and/or services are offered in conjunction with other marks or through alternative channels of distribution; (p) development, amendment and revisions to the standards, policies and procedures set forth in the Manuals; and (q) payment to Company or its Affiliates, for internal expenses incurred in connection with the operation of its marketing/advertising department(s), if any, and the administration of the Advertising Fund.

8.3.2 Company may employ individuals, consultants or advertising or other agencies, including consultants or agencies owned by, operated by, or affiliated with Company, to provide services for the Advertising Fund. The Advertising Fund may be used to defray direct expenses of Company employees related to the operation of the Advertising Fund, to pay for attorneys' fees and other costs related to the defense of claims against the Advertising Fund or against Company relating to the Advertising Fund, and to pay costs with respect to collecting amounts due to the Advertising Fund.

8.3.3 Company shall determine, in its sole and absolute discretion, the cost, media, content, format, style, timing, allocation and all other matters relating to such advertising, public relations and promotional campaigns. Franchisee acknowledges that not all franchisees are or shall be required to contribute, or contribute the same percentage of Gross Sales, to the Advertising Fund. Nothing herein shall be construed to require Company to allocate or expend Advertising Fund contributions or allocations so as to benefit any particular franchisee, Franchisee or group of franchisees or franchisees on a pro rata or proportional basis or otherwise. Except as directed in writing by Company, Franchisee must participate in all advertising, marketing, promotions, research and public relations programs instituted by the Advertising Fund. Company may make copies of advertising materials available to Franchisee with or without additional reasonable charge, as determined by Company. Any additional advertising shall be at the sole cost and expense of Franchisee. The Advertising Fund shall, as available, provide to Franchisee marketing, advertising and promotional formats and sample materials at the Advertising Fund's direct cost of producing such items, plus shipping and handling. Company (or its Affiliates) may collect rebates, allowances and credits from designated and approved Suppliers based on purchases or sales by Franchisee and Company shall have the right to retain such sums for its own purposes, return such sums to be used by one or more franchisees, including for designated purposes, and use such sums for advertising the ASURION TECH REPAIR & SOLUTIONS brand, or one or more of the foregoing purposes in Company's sole and absolute discretion. Any such contribution of such rebates or credits to the Advertising Fund shall not reduce Franchisee's obligation to pay the Advertising Fee. Company may include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Advertising Fund.

8.3.4 Without limiting the foregoing, Company may do any of the following:

- (a) employ individuals, consultants or advertising or other agencies, including consultants or agencies owned by, or operated by Company or its Affiliates, to provide services for the Advertising Fund;
- (b) compensate Company and/or its Affiliates for internal expenses, including salaries, overhead and administrative expenses incurred in connection with the operation of its marketing/advertising department(s), and the administration of the Advertising Fund, and to otherwise compensate Company and/or its Affiliates for expenses related to the operation of the Advertising Fund;

(c) pay for or charge the Advertising Fund for attorneys' fees and other costs related in any way to claims against Company, any of its Affiliates, and/or the Advertising Fund regarding or in connection with the Advertising Fund. However, Company will reimburse the Advertising Fund for any attorneys' fees and/or costs paid by the Advertising Fund in connection with any action in which Company is finally found to have acted unlawfully or to be guilty of wrongdoing with respect to the Advertising Fund;

(d) defer, waive and/or compromise claims with respect to the Advertising Fund;

(e) take legal or other action against any franchisee(s) in default of their obligations to the Advertising Fund and settle or compromise claims (and to pay related attorneys' fees and costs); and

(f) merge or combine the Advertising Fund with any marketing fund otherwise established for Stores.

8.3.5 Company may either (i) transfer the Advertising Fees to a separate Entity to whom Company has assigned or delegated the responsibility to operate and maintain the Advertising Fund, or (ii) administratively segregate on its books and records all Advertising Fees received from Franchisee and all other franchisees of Company. Nothing herein shall be deemed to create a trust fund, and Company may commingle Advertising Fees with its general operating funds and expend such sums in the manner herein provided. For each Store that Company or any of its Affiliates operates, Company or such Affiliate will similarly allocate to the Advertising Fund the amount that would be required to be contributed to the Advertising Fund if it were a Store.

8.3.6 If less than the total of all contributions and allocations to the Advertising Fund are expended during any fiscal year, such excess may be accumulated for use during subsequent years. Company may spend in any fiscal year an amount greater or less than the aggregate contributions to the Advertising Fund in that year and may cause the Advertising Fund to borrow funds to cover deficits or invest surplus funds. If Company (or an Affiliate) advances money to the Advertising Fund, it will be entitled to be reimbursed for such advances. Any interest earned on monies held in the Advertising Fund may be retained by Company for its own use in its sole and absolute discretion. Within sixty (60) days following each fiscal year, Company shall prepare a statement of contributions and expenditures for the Advertising Fund and, upon Franchisee's written request, Company shall provide such information to Franchisee.

8.4 Co-op Advertising. Company may, but is not obligated to, from time to time establish regions for co-operative advertising ("**Co-op Advertising Regions**"), to coordinate advertising, marketing efforts and programs and maximizing the efficient use of local and/or regional advertising media.

8.4.1 If and when Company creates a Co-op Advertising Region for the region in which the Store is located, Franchisee (and, if Company or an Affiliate of Company owns a Store in such Co-op Advertising Region, then Company or such Affiliate of Company), shall become a subscriber and member thereof and shall execute and participate in accordance with the subscription agreement and the Certificate of Incorporation and Bylaws of such Co-op Advertising Region on the forms prescribed by Company. The size and content of such regions, when and if established by Company, shall be binding upon Franchisee, and all other similarly situated franchisees and Company or such Affiliate of Company, if it operates Stores in the Co-op Advertising Region. At all meetings of such Co-op Advertising Region each participating Franchisee, as well as Company (or such Affiliate), if applicable, shall be entitled to one vote for each Store located within such Co-op Advertising Region or such other vote as may reasonably be determined by Company.

8.4.2 Franchisee and other members of the Co-op Advertising Region, whose agreements require their participation, will contribute to the Co-op Advertising Region such amount as may be determined by Company; provided, however, the rate of contribution may be increased in excess of such amount from time to time upon the affirmative vote or consent of not less than a majority of the voting power of the Co-op Advertising Region, but the Co-op Advertising Region may not reduce any minimum contribution rate established by Company (subject to the limitations set forth in this Section).

8.4.3 Subject to Section 8.4.1 of this Agreement, each Co-op Advertising Region will decide as to the usage of funds available to it for media time, production of media materials, whether for radio, television, newspapers or Store-level materials such as flyers, posters, or for any other type of advertising or marketing use, and then such Co-op Advertising Region shall in writing request approval from Company to use said funds in said manner. Company shall not withhold approval unreasonably, but no placement of advertising or commitment of advertising funds on behalf of a Co-op Advertising Region will be made without Company's prior written approval. Company reserves the right to establish general standards concerning the operation of the Co-op Advertising Region, advertising agencies retained by Co-op Advertising Region, and advertising programs conducted by Co-op Advertising Region. Any disputes (other than pricing) arising among or between Franchisee, other franchisees, and/or the Co-op Advertising Region may be resolved by Company, whose decision shall be final and binding on all parties. No Co-op Advertising Region may appoint or pay from the funds collected by the Co-op Advertising Region fees or costs of any advertising agency or buying group without the prior written permission of Company.

8.5 Telephone Numbers and Directory Advertising. In addition to the Advertising Fees and Franchisee's required expenditures under Sections 8.2 and 8.3, Franchisee shall, at its sole expense, subscribe for and maintain throughout the Term, one or more listed telephone numbers which shall be listed under such headings in such telephone directory or directories, including physical and on-line directories and the white pages and the yellow pages, as Company may reasonably designate or approve which service Franchisee's trade area, as reasonably determined by Company. Company reserves the right to establish general standards concerning directory and other types of advertising.

8.6 Promotional Campaigns. From time to time during the term hereof, Company shall have the right to establish and conduct promotional campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. Franchisee and each Co-op Advertising Region, if any, agrees to participate in such promotional campaigns upon such terms and conditions as Company may reasonably establish. Franchisee acknowledges and agrees that such participation may require Franchisee to purchase point of sale advertising material, posters, flyers, product displays and other promotional material (unless provided at no charge through the Advertising Fund).

8.7 Internet.

8.7.1 Franchisee shall not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including any Internet home page, e-mail address, website, domain name, bulletin board, newsgroup or other Internet-related medium or activity) which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Company's prior written consent, and then only in such manner and in accordance with the Standards as Company may establish from time to time.

8.7.2 Company has caused to be established the Website(s). Company shall have sole and absolute discretion over the design, content and functionality of the Website(s) as they relate to the Stores and Mobile Unit(s). Company may cause to be included on the Website(s) one or more interior pages that identify Stores and Mobile Units operated under the Marks, including the Store and its Mobile Unit(s), by among other things, geographic region, address, telephone number(s), and offered products and services. The Website(s)

also may include one or more interior pages dedicated to the sale of franchises by Company and/or relations with Company's or its Affiliate's investors. Company may permit Franchisee to periodically select from Company's designated alternative design elements for an interior page (or portion thereof) dedicated to the Store and its Mobile Unit(s). Such designated alternative design elements may change from time to time. Company or its designee will implement any such designated design elements or changes promptly, subject to Company's or its designee's business needs and scheduling availability. Company or its designee may modify, disable or terminate the Website(s), in whole or in part, without Company having any liability to Franchisee.

8.7.3 Franchisee acknowledges and agrees that Company (or its Affiliate or designee) is the owner of, and will retain all right, title and interest in and to (i) the domain names www.asuriontechrepair.com and "www.UBREAKIFIX.com"; (ii) the URLs: "www.asuriontechrepair.com" and "www.UBREAKIFIX.com"; all existing and future domain names, URLs, future addresses and sub-addresses using the Marks in any manner; (iii) all computer programs and computer code (e.g., HTML, XML DHTML, Java) used for or on the Website(s), excluding any software owned by third parties; (iv) all text, images, sounds, files, video, designs, animations, layout, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through the Website(s); and (v) all intellectual property rights in or to any of the foregoing.

8.7.4 Franchisee acknowledges that Company has the exclusive and unrestricted right to manufacture, produce, license, distribute and market products and repair services (including Approved Products and Services) and accessories by means of the Internet.

8.7.5 Franchisee acknowledges that to competitively attract customers, Company may enter into agreements with Internet Referral Sources to refer customers to Company and its franchisees, including Franchisee, and Company may establish Standards governing the referral of customers derived via Internet Referral Sources. Franchisee must comply with these Standards, as amended by Company from time to time, and Company may condition Franchisee's right to receive and make referrals on Franchisee's compliance with these Standards. Company may provide a centralized billing system and/or other systems related to the administration or servicing of leads from Internet Referral Sources, and Company may charge Franchisee a fee, which shall not exceed five percent (5%) of the Gross Sales earned by Franchisee resulting from performance of services to customers from Internet Referral Sources. The fee will be in addition to, and will be calculated before deduction of, all other fees payable by Franchisee under this Agreement including with respect to National Accounts, Continuing Royalties and Advertising Fees. Company may deduct from Company's payments due to Franchisee any amounts Franchisee owes to Company. Franchisee shall not enter into any arrangement or agreement with an Internet Referral Source without Company's prior written consent.

8.7.6 Franchisee acknowledges that to competitively attract customers, Company may enter arrangements whereby various walk-in retail or other similar businesses ("**Referring Businesses**") enter into agreements with its customers whom the Referring Businesses agree to introduce to Company as potential servicing leads from such customers ("**Referred Customers**") in exchange for Company's agreement to reward the Referring Businesses with a commission on sales to the Referred Customers in an amount which Company may establish with the Referring Business not to exceed ten percent (10%) of the Total Ticket Price (defined below) ("**Referral Commission**"). Company shall pass down its obligation to pay Referral Commissions to the Referring Businesses to Franchisee. Accordingly, Franchisee shall pay Company the applicable Referral Commission on every sale made by Franchisee to a Referred Customer, which Company shall then pay to the Referring Businesses. The "**Total Ticket Price**" is equal to the Gross Sales derived by the Franchisee from the Referred Customer, exclusive of sales tax and prior to applying any discounts, credits, rebates, adjustments, and shipping, handling, insurance and related transportation costs. Company may refer these Referred Customers to its franchisees, including Franchisee, and Company may establish Standards governing the referral of Referred Customers derived from those Referring Businesses. Franchisee must comply with these Standards, as amended by Company from time to time, and Company may condition Franchisee's right to receive and

make referrals on Franchisee's compliance with these Standards. Company may provide a centralized billing system and/or other systems related to the administration or servicing of leads from these Referring Businesses.

ARTICLE 9 DISTRIBUTION AND PURCHASE OF EQUIPMENT, SUPPLIES, AND OTHER PRODUCTS

9.1 Designated Products and Services. Company may, from time to time throughout the Term, require that Franchisee purchase, use, offer, promote, provide and/or maintain certain tools, supplies, replacement parts, products and/or services from Company or Company's Affiliates (if Company or its Affiliates sell the same) or from Suppliers designated by Company (the "**Designated Products and Services**"). The Designated Products and Services may include: (i) products that bear the ASURION TECH REPAIR & SOLUTIONS Mark or Marks; (ii) ink, toner, consumables, tools, supplies, replacement parts, accessories, fixtures, furnishings, equipment, uniforms, supplies, stationary, packaging, forms, computer hardware, software, modems and peripheral equipment and other items, whose quality or other specifications Company deems to be of significant importance to the Store or which are produced or manufactured in accordance with Company's specifications and/or formulas, and products and services which Company selects as Designated Products and Services, and (iii) services, including remote computer maintenance and data backup, computer repair, monitoring, training, and other items of service such as provided by organizations that provide referrals to or pre-screen service professionals that Company may authorize Franchisee from time to time to use to provide additional and/or specialized support and assistance to customers. Company shall not be obligated to reveal Trade Secrets, specifications and/or formulas of such Designated Products and Services to Franchisee, non-designated suppliers, or any other third parties. Franchisee shall purchase Designated Products and Services only from Company or its Affiliates (if they sell the same), or Company's designees.

9.2 Ancillary Products and Services. Company may designate certain products and services, such as merchandise, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, packaging, forms, Information Systems, and other products, supplies, services and equipment, some of which may be restricted to designated brands and models, other than Designated Products and Services, which Franchisee may or must use and/or offer and sell at the Store and in or through Mobile Unit(s) ("**Ancillary Products and Services**"). Franchisee may, but shall not be obligated to, purchase such Ancillary Products and Services from Company or its Affiliates, if Company or such Affiliates, supply the same. Franchisee may use, offer or sell only such Ancillary Products and Services that Company has expressly authorized, and that are purchased or obtained from Company or one of Company's Affiliates or a producer, manufacturer, distributor, supplier, vendor or service provider ("**Supplier**") designated or approved by Company pursuant to Section 9.2.2 of this Agreement.

9.2.1 Franchisee may purchase authorized Ancillary Products and Services from (i) Company or its Affiliates (if they sell the same); (ii) Suppliers designated or approved by Company; or (iii) Suppliers selected by Franchisee and approved in writing by Company prior to Franchisee making such purchase(s). Each such Supplier approved in writing by Company must comply with Company's usual and customary requirements regarding insurance, indemnification, and non-disclosure, and shall have demonstrated to the reasonable satisfaction of Company: (a) its ability to supply an Ancillary Product or Service meeting the specifications of Company, which may include specifications as to brand name, model, contents, manner of preparation or installation, quality, and compliance with governmental standards and regulations; (b) its reliability with respect to delivery and the consistent quality of its products or services; and (c) its ability to meet such other requirements as determined by Company to be in the best interest of the System.

9.2.2 If Franchisee should desire to procure authorized Ancillary Products and Services from a Supplier other than Company or a Supplier previously approved or designated by Company (and not subsequently disapproved), Franchisee shall deliver written notice to Company of its desire to seek approval of such Supplier, which notice shall (a) identify the name and address of such Supplier, (b) contain such

information as may be requested by Company or required to be provided pursuant to the Standards (which may include reasonable financial, operational and economic information regarding its business and its product), and (c) identify the authorized Ancillary Products and Services desired to be purchased from such proposed Supplier. Company shall, upon request of Franchisee, furnish to Franchisee the general, but not manufacturing, specifications for such Ancillary Products and Services if such are not contained in the Manuals. Company may thereupon request that the proposed Supplier furnish Company at no cost to Company, product samples, specifications and such other information as Company may require. Company or its representatives, including qualified third parties, shall also be permitted to inspect the facilities of the proposed Supplier and establish economic terms, delivery, service and other requirements consistent with other distribution relationships for other Stores.

9.2.3 Company will use its good faith efforts to notify Franchisee of its decision within sixty (60) days after Company's receipt of Franchisee's request for approval and other requested information and items in full compliance with this Section 9.2.3; should Company not deliver to Franchisee, within sixty (60) days after it has received such notice and all information and other items requested by Company in order to evaluate the proposed Supplier, a written statement of approval with respect to such Supplier, such Supplier shall be deemed disapproved as a Supplier of the authorized Ancillary Products and Services described in such notice. Nothing in this article shall require Company to approve any Supplier, and without limiting Company's right to approve or disapprove a Supplier in its sole and absolute discretion, Franchisee acknowledges that it is generally disadvantageous to the System from a cost and service basis to have more than one Supplier in any given market area and that among the other factors Company may consider in deciding whether to approve a proposed Supplier, it may consider the effect that such approval may have on the ability of Company and its franchisees to obtain the lowest distribution costs and on the quality and uniformity of products offered system-wide. Without limiting the foregoing, Company may disapprove a proposed Supplier, if in Company's opinion, the approval of the proposed Supplier would disrupt or adversely impact Company's national or regional distributional arrangements. Company may also determine that certain Ancillary Products and Services shall be limited to a designated brand or brands set by Company. Company may revoke its approval upon the Supplier's failure to continue to meet any of Company's criteria. Franchisee agrees that at such times that Company establishes a regional purchasing program for any of the parts and other supplies and materials used in the preparation and performance of Approved Products and Services or other Ancillary Products and Services used in the operation of the Store and/or Mobile Unit(s), which may benefit Franchisee by reduced price, lower labor costs, production of improved products, increased reliability in supply, improved distribution, raw material cost control (establishment of consistent pricing for reasonable periods to avoid market fluctuations), improved operations by Franchisee or other tangible benefits to Franchisee, Franchisee will participate in such purchasing program in accordance with the terms of such program.

9.2.4 As a further condition of its approval, Company may require a Supplier to agree in writing: (i) to provide from time to time upon Company's request free samples of any Ancillary Product or Service it intends to supply to Franchisee, (ii) to faithfully comply with Company's specifications for applicable Ancillary Products and Services sold by it, (iii) to sell any Ancillary Product or Service bearing Company's Marks only to Franchisee, and with Company's prior written consent, to other ASURION TECH REPAIR & SOLUTIONS Store franchisees of Company and only pursuant to a trademark license agreement in form prescribed by Company, (iv) to provide to Company duplicate purchase invoices for Company's records and inspection purposes and (v) to otherwise comply with Company's reasonable requests.

9.2.5 Franchisee or the proposed Supplier shall pay to Company in advance (or upon Company's request, reimburse Company for) all of Company's reasonably anticipated costs in reviewing the application of the Supplier to service Franchisee and all current and future reasonable costs and expenses, including reasonable travel expenses, related to inspecting, re-inspecting and auditing the Suppliers' facilities, equipment, and products, and all product testing costs paid by Company to third parties.

9.2.6 Franchisee shall at all times remain current and fully comply and perform each of its obligations to its landlord, vendors and Suppliers.

9.3 Purchases from Company or its Affiliates.

9.3.1 All services, goods, products, parts and supplies purchased from Company or its Affiliates (“**Company-provided Items**”) shall be purchased in accordance with the purchase order format issued from time to time by Company (or the applicable Affiliate), the current form of which shall be set forth in the Manuals, and in accordance with the policies set forth in the Manuals, if any. Company (or such Affiliate) may change the prices, delivery terms and other terms relating to its sale of Company-provided Items to Franchisee on prior written notice. Such prices shall be Company’s (or the Affiliate’s) then-current prices, which may change from time to time. Franchisee further acknowledges that prices Company (or the applicable Affiliate) charges to Franchisee may include a mark-up and profit to Company (or its Affiliate’s) and may be higher than Company’s (or its Affiliate’s) internal prices allocated or charged to Company or Affiliate owned Stores. Company (or the applicable Affiliate) in its sole and absolute discretion, may discontinue the sale of any goods or services at any time if in Company’s (or the applicable Affiliate) judgment its continued sale becomes unfeasible, unprofitable, or otherwise undesirable. Company (or the applicable Affiliate) shall not be liable to Franchisee for unavailability of, or delay in shipment or receipt of, merchandise because of temporary product shortages, order backlogs, production difficulties, delays, unavailability of transportation, fire, strikes, work stoppages, or other causes beyond the reasonable control of Company (or the applicable Affiliate). If any Company-provided Items sold by Company (or the applicable Affiliate) are not in sufficient supply to fully fulfill all orders therefor, Company (or the applicable Affiliate) may allocate the available supply among itself, its Affiliates and others, including Franchisee and other franchisees, in any way Company (or the applicable Affiliate) deems appropriate, which may result in Franchisee not receiving any allocation of certain Company-provided Items as a result of a shortage. All product orders by Franchisee shall be subject to acceptance by Company (or the applicable Affiliate) at Company’s (or the applicable Affiliate’s) designated offices, and Company (or the applicable Affiliate) reserves the right to accept or reject, in whole or in part, any order placed by Franchisee. Franchisee shall submit to Company (or the applicable Affiliate), upon written request, financial statements which contain sufficient information to enable Company to determine the credit limits, if any, to be extended to Franchisee. Company (or the applicable Affiliate), in its sole and absolute discretion, may establish the credit terms, if any, upon which it will accept Franchisee’s orders, and may require Franchisee to pay for orders on a cash-in-advance or cash-on-delivery basis.

9.3.2 Company may collect rebates and credits in the form of cash or services or otherwise from approved and designated Suppliers based on purchases or sales by Franchisee and Company shall have the right to retain such sums for its own purposes, return such sums to be used by one or more franchisees, including for designated purposes, and use such sums for advertising the ASURION TECH REPAIR & SOLUTIONS brand, or one or more of the foregoing purposes in Company’s sole and absolute discretion, notwithstanding any designation by the Supplier or otherwise.

9.3.3 On the expiration or termination of this Agreement, or in the event of any default by Franchisee of this Agreement, Company (or the applicable Affiliate) shall not be obliged to fill or ship any orders then pending or, in the case of termination or non-renewal, made any time thereafter by Franchisee, and Company may notify its designated or approved Suppliers of any impending termination or expiration of this Agreement and may, among other things, instruct such Suppliers to deliver only such quantity of Designated Products and Services as is reasonably necessary to supply Franchisee's needs prior to the expiration or termination date of this Agreement.

9.3.4 From time to time upon Company’s (or the applicable Affiliate’s) request, Franchisee shall promptly estimate the level of purchases that Franchisee expects to make from Company (or the applicable

Affiliate) over the two (2)-week period, or other period requested by Company, following the date of the request.

9.4 Test Marketing. Company may, in its sole discretion from time to time, authorize Franchisee to test market products and/or services in connection with the operation of the Store and/or Mobile Unit(s). Franchisee shall cooperate with Company in connection with the conduct of such test marketing and shall comply with Company's rules and regulations established from time to time in connection herewith.

9.5 National Warranty Programs. Company has established a national warranty program and may revise the program from time to time as Company deems appropriate. Franchisee, acting on its own behalf, shall deliver to its customers national warranties on terms and conditions Company determines from time to time and on such forms as Company may furnish to Franchisee. Franchisee shall perform promptly all of the terms and conditions of all such warranties. Franchisee shall have sole responsibility for all such warranties (even though the terms and conditions have been established by Company) and for performance of any other warranties provided by Franchisee. Franchisee agrees to comply with all policies and procedures on warranty programs established by Company and keeping records with respect to Franchisee reimbursement claims. Franchisee acknowledges and agrees that all warranty and other services hereunder are performed by Franchisee as an independent contractor and not as an agent of Company. Franchisee has no authority to make and shall not make any warranty or representation to others on behalf of Company.

9.6 Customer Reporting and Comment Cards.

9.6.1 At Company's request, Franchisee shall use reasonable efforts to secure the names, physical and email addresses and other information reasonably required by Company, of Franchisee's customers at the Store and Mobile Unit(s) and shall allow such information to be used by Company. Franchisee may not divulge such customer names, addresses or other information, with or without remuneration, to any third party. Franchisee shall respond promptly to each customer inquiry or complaint and resolve all reasonable complaints to the customer's satisfaction. Company may establish privacy policies, and upon notification of the same, Franchisee shall cause such privacy policies to be implemented in the Store and Mobile Unit(s).

9.6.2 At Company's request, Franchisee shall purchase, use and display in the Store during all operating hours customer comment and other cards in the manner specified in the Manuals, or use other physical and electronic methods to gather customer information and comments regarding their experience at the Store, Mobile Unit(s), or ASURION TECH REPAIR & SOLUTIONS Stores or Mobile Units in general.

9.7 Consignment. Company may, in its sole and absolute discretion permit Franchisee to obtain inventory and parts on a consignment basis (collectively, the "**Consigned Parts**") from uBreakiFix Repair Parts Co or one of its Affiliates ("**Consigning Party**"). All Consigned Parts provided by the Consigning Party for use in providing Approved Products and Services will at all times remain the property of Consigning Party. Franchisee shall be liable for the cost of any inventory discrepancies and shrinkage of the Consigned Parts, including the replacement cost of any Consigned Parts. Franchisee agrees to comply with the Standards and other requirements that Company may establish or revise from time to time related to Consigned Parts. Franchisee shall only use a Consigned Part for Approved Products and Services. Consigning Party shall invoice Franchisee for a Consigned Part and Franchisee shall pay Consigning Party for the Consigned Part upon use in Approved Products and Services. For clarity, Company is not obligated to offer the Consigned Parts described in this Section 9.7 and may cease doing so at any time without notice.

ARTICLE 10

REPORTS, BOOKS AND RECORDS, INSPECTIONS

10.1 General Reporting. Franchisee shall, as and when specified by Company, submit to Company statistical control forms and such other financial, operational and statistical information (by paper, facsimile, email, or other method of transmission) as Company may require to: (i) assist Franchisee in the operation of the Store and Mobile Unit(s) in accordance with the System; (ii) allow Company to monitor Franchisee's Gross Sales, purchases, costs and expenses; (iii) enable Company to develop chain-wide statistics which may improve bulk purchasing; (iv) assist Company in the development of new products and services or the removal of existing unsuccessful Approved Products and Services; (v) enable Company to refine existing Approved Products and Services; (vi) generally improve chain-wide understanding of the System (collectively, the "**Information**"). Without limiting the generality of the foregoing:

10.1.1 Unless otherwise agreed by Company in writing, Franchisee shall also submit condensed reports (by paper, facsimile, email, or other method of transmission) of Gross Sales to Company on a weekly basis in accordance with the guidelines established by Company. Franchisee will electronically link the Store and Mobile Unit(s) to Company and will allow Company to poll at times selected by Company, the Store and Mobile Unit(s) Information Systems to retrieve Information including sales, sales mix, usage, and operations data.

10.1.2 On or before the seventh (7th) day following each Accounting Period during the Term hereof, Franchisee shall submit a Gross Sales report signed by Operating Principal on a form prescribed by Company, reporting all Gross Sales for the preceding Accounting Period, together with such additional financial information as Company may from time to time request.

10.1.3 On or before the forty-fifth (45th) day following each calendar quarter during the Term hereof, Franchisee shall submit to Company financial statements for the preceding calendar quarter, including a balance sheet and profit and loss statement, prepared in the form and manner prescribed by Company and in accordance with generally accepted accounting principles, which shall be certified by Franchisee to be accurate and complete.

10.1.4 Within ninety (90) days following the end of each calendar year, Franchisee shall submit to Company an unaudited annual financial statement prepared in accordance with generally accepted accounting principles, and in such form and manner prescribed by Company, which shall be certified by Franchisee to be accurate and complete. Franchisee shall also provide Company with copies of signed original VAT, sales and use tax forms contemporaneously with their filing with the appropriate state or local authority. Company reserves the right to require such further information concerning the Store and Mobile Unit(s) as Company may from time to time reasonably request.

10.1.5 Without limiting the foregoing, as and when required by Company, Franchisee shall segregate data and information regarding the Store, from Mobile Unit(s).

10.2 Inspections. Company's authorized representatives shall have the right, from time to time, to enter upon the entire premises of the Store and Mobile Unit(s) during business hours, to examine same, confer with Franchisee's staff, inspect and check operations, products, services, and determine whether the business is being conducted in accordance with this Agreement, the System and the Manuals and Standards. Company shall use reasonable efforts to avoid materially disrupting the operation of the Store and Mobile Unit(s). If any such inspection indicates any deficiency or unsatisfactory condition with respect to any matter required under this Agreement, or the Manuals and Standards, including quality, cleanliness, service, health and authorized product line, Company will notify Franchisee in writing of Franchisee's non-compliance with the Manuals, Standards, System, or this Agreement and Franchisee shall promptly correct or repair such deficiency or

unsatisfactory condition. In accordance with Section 7.4, Company may require Franchisee to take and thereafter Franchisee shall take, immediate corrective action, which action may include temporarily closing the Store and/or temporarily ceasing operations of one (1) or more Mobile Units. If Franchisee does not achieve satisfactory results on any inspection, Franchisee must reimburse Company for all costs of such inspection and any follow up inspections until the identified problems have been corrected.

10.3 Audits. Franchisee shall prepare, and keep for not less than seven (7) years following the end of each of its fiscal years, or such longer period required under Applicable Law, adequate books and records showing daily receipts in, at, and from the Store and Mobile Unit(s), applicable VAT, sales and use tax returns (if any), for the Store and Mobile Unit(s), all pertinent original serially numbered sales slips and cash register records for the Store and Mobile Unit(s), and such other sales records as may be reasonably required by Company from time to time to verify Gross Sales and purchases reported by Franchisee to Company, in a form suitable for an audit of its records by an authorized auditor or agent of Company. Such information shall be broken down by categories of goods, products, services, offered and sold, where possible. When required by Company, Franchisee shall segregate records of the Store, from the records of Mobile Unit(s). Company, its agents or representatives may, at any reasonable time during normal working hours, audit or review Franchisee's books and records in accordance with generally accepted standards established by certified public accountants. Company may also conduct the audit at a site other than the Store, and Franchisee shall provide all information to Company, its agents or representatives, promptly upon demand (but not later than five (5) days following the date of the request). If any audit or other investigation reveals an under-reporting or under-recording error, then upon demand Franchisee shall pay the amount determined to be owed, plus interest at the highest compound rate permitted by Applicable Law, but not to exceed the rate of eighteen percent (18%) per annum. In addition, if any such audit or other investigation reveals an under-reporting or under-recording error of two percent (2%) or more, then in addition to any other sums due and in addition to any other rights and remedies it may have, including the right to terminate this Agreement as provided in ARTICLE 14, the expenses of the audit/inspection shall be borne and paid by Franchisee upon billing by Company, which shall include Company's travel, lodging, wage expense and reasonable accounting and legal expense. Without limiting the foregoing, if such audit or other investigation reveals an under-reporting or under-recording error of five percent (5%) or more, Company, in addition to any other rights and remedies it may have, including the right to terminate this Agreement as provided in ARTICLE 14, may require Franchisee to maintain and deliver to Company from time to time, financial statements audited by an independent certified public accountant. In addition, if an audit or investigation conducted by Company discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Company, or knowingly understated its Gross Sales or withheld the reporting of same, Company has the right to terminate this Agreement as provided in ARTICLE 14.

10.4 Books and Records. Franchisee shall maintain an accounting and record keeping system, in accordance with sound business practices, which shall provide for basic accounting information necessary to prepare financial statements, a general ledger, and reports required by this Agreement and the Manuals. Franchisee shall maintain accurate, adequate and verifiable books and supporting documentation relating to such accounting information.

10.5 Customer Lists. Franchisee agrees to develop and maintain an electronic database that contains the name and contact information of, and a description of the type and cost of the services performed for, each Residential and Small Business Customer that has engaged Franchisee to provide Approved Products and Services (the "**Customer List**"). In partial consideration for the license to use the Marks and the System, and for the training Franchisee receives hereunder, Franchisee assigns and transfers to Company all rights, title or interests that Franchisee has or may have in the Customer List, as constituted from time to time, with the result that the Customer List shall be and remain Company's sole property. Company grants Franchisee the right and license to use the Customer List during the Term solely for the purposes this Agreement states, but

for no other purpose. Franchisee shall maintain and use the Customer List in strict compliance with any privacy policy that Company adopts.

ARTICLE 11 TRADEMARKS

11.1 Use of Marks. Subject to Section 11.7 of this Agreement, the Store and Mobile Unit(s) shall be named “ASURION TECH REPAIR & SOLUTIONS” with only such additional prefix or suffix as may be required by Company from time to time. Franchisee shall use and display such of Company’s trade dress, Marks, and such signs, advertising and slogans only as Company may from time to time prescribe or approve. Upon expiration or sooner termination of this Agreement, Company may, if Franchisee does not do so, execute in Franchisee’s name and on Franchisee’s behalf, any and all documents necessary in Company’s judgment to end and cause the discontinuance of Franchisee’s use of the trade dress and Marks and Company is hereby irrevocably appointed and designated as Franchisee’s attorney-in-fact to do so. Franchisee shall not imprint or authorize any person to imprint any of the Marks on any product without the prior written consent of Company. Franchisee shall not use the Marks in connection with any offering of securities or any request for credit without the prior written consent of Company. Company may withhold or condition any approval related to the Marks, including those described in this Section, in its sole and absolute discretion. During the Term, Franchisee shall identify the Store and Mobile Unit(s) as an independently owned and operated franchise of Company, in the form and manner specified by Company, including on all invoices, order forms, receipts, checks, business cards, on posted notices located at the Store and in other media and advertisements as Company may direct from time to time.

11.2 Non-Use of Trade Name. Franchisee shall not use Company’s Marks, or Company’s trade name, or any words or symbols which are confusingly phonetically or visually similar to the Marks, as all or part of Franchisee’s name.

11.3 Use of Other Trademarks. Franchisee shall not display the trademark, service mark, trade name, insignia or logotype of any other person or Entity in connection with the operation of the Store and Mobile Unit(s) without the prior written consent of Company, which may be withheld in its sole and absolute discretion.

11.4 Non-ownership of Marks. Nothing herein shall give Franchisee, and Franchisee shall not assert, any right, title or interest in Company’s trade dress, or to any of the Marks or the goodwill annexed thereto, except a mere privilege and license during the Term to display and use the same according to the terms and conditions herein contained.

11.5 Defense of Marks. If Franchisee receives notice, or is informed, of any claim, suit or demand against Franchisee on account of any alleged infringement, unfair competition, or similar matter on account of its use of the Marks in accordance with the terms of this Agreement, Franchisee shall promptly notify Company of any such claim, suit or demand. Thereupon, Company shall take such action as it may deem necessary and appropriate to protect and defend Franchisee against any such claim by any third party. Franchisee shall not settle or compromise any such claim by a third party without the prior written consent of Company. Company shall have the sole right to defend, compromise or settle any such claim, in its sole and absolute discretion, at Company’s sole cost and expense, using attorneys of its own choosing, and Franchisee shall cooperate fully with Company in connection with the defense of any such claim. Franchisee may participate at its own expense in such defense or settlement, but Company’s decisions with regard thereto shall be final.

11.6 Prosecution of Infringers. If Franchisee shall receive notice or is informed or learns that any third party, which it believes to be unauthorized to use Company’s trade dress or Marks, is using Company’s trade dress or Marks or any variant thereof, Franchisee shall promptly notify Company of the facts relating to

such alleged infringing use. Thereupon, Company shall, in its sole and absolute discretion, determine whether or not it wishes to take any action against such third person on account of such alleged infringement of the trade dress and/or Marks. Franchisee shall have no right to make any demand against any such alleged infringer or to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of such infringement.

11.7 Modification of Marks. From time to time, in the Manuals or in directives or bulletins supplemental thereto, Company may add to, delete or modify any or all of the Marks and trade dress. Franchisee shall, at its cost and expense, use, or cease using, as may be applicable, the Marks and/or trade dress, including any such modified or additional trade names, trademarks, service marks, logotypes and commercial symbols, in strict accordance with the procedures, policies, rules and regulations contained in the Manuals or in written directives issued by Company to Franchisee, as though they were specifically set forth in this Agreement. Except as Company may otherwise direct, Franchisee shall implement any such change within sixty (60) days after notice thereof by Company, at Franchisee's expense.

11.8 Acts in Derogation of the Marks. Franchisee agrees that Company's trade dress and the Marks are the exclusive property of Company and/or its Affiliates and Franchisee now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of Franchisee's licensed and/or franchised use thereof, or otherwise. Franchisee further agrees that it is familiar with the standards and high quality of the use by Company and others authorized by Company of the trade dress and Marks in the operation of Stores and Mobile Units, and agrees that Franchisee will maintain this standard in its use of the Marks and trade dress. All use of the Marks and trade dress by Franchisee inures to the benefit of Company. Franchisee shall not contest or assist anyone in contesting at any time during or after the Term, in any manner, the validity of any Mark or its registration, and shall maintain the integrity of the Marks and prevent their dilution. Franchisee shall not do or permit any act or thing to be done in derogation of any of the rights of Company or its Affiliates in connection with the same, either during the Term of this Agreement or thereafter, and will use the Marks and Company's trade dress only for the uses and in the manner licensed and/or franchised hereunder and as herein provided. Without limiting the foregoing, Franchisee shall not (i) interfere in any manner with, or attempt to prohibit, the use of Company's trade dress and/or the Marks by any other franchisee or licensee of Company; or (ii) divert or attempt to divert any business or any customers of the Store or Mobile Unit(s) to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

11.9 Assumed Name Registration. If Franchisee is required to do so by Applicable Law, Franchisee shall promptly, upon the execution of this Agreement, file with applicable Governmental Authorities, a notice of its intent to conduct its business under the name "ASURION TECH REPAIR & SOLUTIONS" with only such additional prefix or suffix as may be required by Company from time to time. Promptly upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall promptly execute and file such documents as may be necessary to revoke or terminate such assumed name registration in connection with the Store and Mobile Unit(s), and if Franchisee shall fail to promptly execute and file such documents as may be necessary to effectively revoke and terminate such assumed name registration, Franchisee hereby irrevocably appoints Company as its attorney-in-fact to do so for and on behalf of Franchisee.

11.10 Intellectual Property Rights of Third Parties. Franchisee shall be responsible for ensuring its conduct of sales and advertising of products, such as mobile devices, earbuds, and batteries and parts do not infringe the intellectual property rights of any third party, including the trademarks, trade names, copyrights, patents, designs and images belonging to a third party. Franchisee shall not infringe the intellectual property rights of third parties whose brands, trademarks, trade names or logos appear on products offered for sale at the Store or delivered via the Mobile Units, and shall conform to any applicable guidelines, directions or permissions published or provided by the third parties in relation to the advertising, promotion or sale of

products that contain or are associated with brands, trademarks, trade names, patents, copyrights, images or logos of third parties.

ARTICLE 12

COVENANTS REGARDING OTHER BUSINESS INTERESTS

12.1 Non-Competition. Franchisee acknowledges that the System and Standards are distinctive and have been developed by Company and/or its Affiliates at great effort, time, and expense, and that Franchisee has regular and continuing access to valuable and confidential information, training, and Trade Secrets regarding the System and the Standards. Franchisee recognizes its obligations to keep confidential such information as set forth herein. Franchisee therefore agrees and shall cause each of the Restricted Persons to agree in writing on a form provided by Company that, except to the extent such restriction is prohibited by Applicable Law:

12.1.1 During the Term, no Restricted Person shall in any capacity, either directly or indirectly, through one or more affiliated Entities, (i) engage in any Competitive Activities at any location, unless Company shall provide prior written consent thereto, or (ii) divert or attempt to divert any business or any customers of the Store and Mobile Unit(s) to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

12.1.2 Upon (i) the expiration or termination of this Agreement, (ii) the occurrence of any Assignment, or (iii) the cessation of any Restricted Person's relationship with Franchisee; each person who was a Restricted Person before such event shall not for a period of two (2) years thereafter, engage in any Competitive Activities: (a) within the Territory, or (b) within an area within twenty (20) miles from any then-existing Store, without Company's prior written consent. In applying for such consent, Franchisee will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Company or other franchisees or area developers of Company.

12.2 Trade Secrets.

12.2.1 Company possesses and continues to develop, and during the course of the relationship established hereunder, Restricted Persons may have access to, proprietary and confidential information, including the Trade Secrets, proprietary software (and related documentation), specifications, procedures, concepts and methods and techniques of developing and operating Stores and Mobile Units, and producing Approved Products and Services. Company may disclose certain of its Trade Secrets to Restricted Persons in the Manuals, bulletins, supplements, confidential correspondence, or other confidential communications, and through Company's training program and other guidance and management assistance, and in performing Company's other obligations and exercising Company's rights under this Agreement. "Trade Secrets" shall not include information which: (a) has entered the public domain or was known to Franchisee prior to Company's disclosure of such information to Franchisee, other than by the breach of an obligation of confidentiality owed (by anyone) to Company or its Affiliates; (b) becomes known to the Restricted Persons from a source other than Company or its Affiliates and other than by the breach of an obligation of confidentiality owed (by anyone) to Company or its Affiliates; or (c) was independently developed by Franchisee without the use or benefit of any of Company's Trade Secrets. The burden of proving the applicability of the foregoing will reside with Franchisee.

12.2.2 No Restricted Person shall acquire any interest in the Trade Secrets other than to the extent this Agreement grants them right to use them in developing and operating the Store during the Term in accordance with the Standards. A Restricted Person's duplication or use of the Trade Secrets in any other

endeavor or business shall constitute an unfair method of competition. Each Restricted Person shall: (i) not use the Trade Secrets in any business or other endeavor other than in connection with the Store and Mobile Unit(s); (ii) maintain absolute confidentiality of the Trade Secrets during and after the Term; and (iii) make no unauthorized copy of any portion of the Trade Secrets, including the Manuals, bulletins, supplements, confidential correspondence, or other confidential communications, whether written or oral. Franchisee shall operate the Store and Mobile Unit(s) and implement all reasonable procedures prescribed from time to time by Company to prevent unauthorized use and disclosure of the Trade Secrets, including, implementing restrictions and limitations as Company may prescribe on disclosure to staff and obtaining written non-disclosure covenants in a form approved by Company from staff members and others who may have access to the Trade Secrets. Promptly upon Company's request, Franchisee shall deliver executed copies of such agreements to Company. If Franchisee has any reason to believe that any employee has violated the provisions of the confidentiality agreement, Franchisee shall promptly notify Company and shall cooperate with Company to protect Company against infringement or other unlawful use including, but not limited to, the prosecution of any lawsuits if, in the judgment of Company, such action is necessary or advisable. Without limiting the foregoing, Company may also impose reasonable restrictions and conditions, from time to time, on the disclosure of financial or statistical information in connection with the sale or potential sale of the Store and Mobile Unit(s), including the execution of confidentiality agreements.

12.2.3 Notwithstanding anything herein to the contrary, in view of the importance of the Marks and the Trade Secrets and the incalculable and irreparable harm that would result to the parties in the event of a default of the covenants and agreements set forth herein in connection with Trade Secrets and Marks, the parties agree that each party shall have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction to enforce the covenants and agreements in this Agreement, in addition to any other relief to which such party may be entitled at law or in equity. Each party submits to the exclusive jurisdiction of the courts of the State of Florida and the U.S. federal courts sitting in Orlando, Florida for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located in Orlando, Florida. Franchisee agrees that Company may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

12.3 Confidentiality and Press Releases. Franchisee shall not disclose the substance of this Agreement to any third party except as necessary to inform lessors from which it is seeking Leases or lessors which are parties to Leases in order to obtain renewals of, or avoid terminations of, such Leases or as necessary to obtain any Permits or other approvals, or to the extent required by Applicable Law, provided that Franchisee shall give Company prior notice of such disclosure. Unless disclosure is required by Applicable Law, no public communication, press release or announcement regarding this Agreement, the transactions contemplated hereby or the operation of the Store or Mobile Unit(s) or any Crisis Management Event shall be made by Franchisee without the prior written consent of Company in advance of such press release announcement, or public communication.

12.4 Effect of Applicable Law. In the event any portion of the covenants in this Article violate Applicable Law, or is held invalid or unenforceable in a final judgment to which Company and Franchisee are parties, then the maximum legally allowable restriction permitted by law shall control and bind Franchisee. Company may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any such reduced covenant upon receipt of written notice. The provisions of this Article shall be in addition to and not in lieu of any other confidentiality obligation of Franchisee, or any other person, whether pursuant to another agreement or pursuant to Applicable Law.

12.5 Business Practices. Franchisee represents, warrants and covenants to Company that:

12.5.1 As of the date of this Agreement, Franchisee and each of its Owners shall be and, during the Term shall remain, in full compliance with all Applicable Law in the performance of its obligations under this Agreement and all related activities, including the following prohibitions:

(a) No government official, official of an international organization, political party or official thereof, or candidate is an Owner or has any investment interest in the revenue or profit of Franchisee;

(b) None of the property or interests of Franchisee or any of its Owners is subject to being “blocked” under any Anti-Terrorism Laws. Neither Franchisee, nor any of its respective funding sources (including any legal or beneficial owner of any Equity in Franchisee) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Franchisee and its Owners are in compliance with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Franchisee nor any of its Owners conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto; and

(d) Franchisee is neither directly nor indirectly owned or controlled by the government of any country that is subject to a United States embargo, nor does Franchisee or its Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

12.5.2 Franchisee has taken all necessary and proper action required by Applicable Law and has the right to execute this Agreement and perform under all of its terms. Franchisee shall implement and comply with anti-money laundering policies and procedures that incorporate “know-your-customer” verification programs and such other provisions as may be required by Applicable Law.

12.5.3 Franchisee shall implement procedures to confirm, and shall confirm, that (a) none of Franchisee, any person or entity that is at any time a legal or beneficial owner of any interest in Franchisee or that provides funding to Franchisee is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Franchisee is subject to being “blocked” under any Anti-Terrorism Laws.

12.5.4 Franchisee shall promptly notify Company upon becoming aware of any violation of this Section or of information to the effect that any person or entity whose status is subject to confirmation pursuant to Section 12.5.3 above is identified on any Terrorist List, any list maintained by OFAC or to being “blocked” under any Anti-Terrorism Laws, in which event Franchisee shall cooperate with Company in an appropriate resolution of such matter.

12.5.5 In accordance with Applicable Law, none of Franchisee nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or entity acting in an official capacity on behalf of, a Governmental Authority, or any political party or official thereof or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its

influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

12.6 Survival. The provisions of this Article shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Company for any infringement of, violation of, or interference with, this Agreement, or Company's Marks, System, Trade Secrets, or any other proprietary aspects of Company's business.

ARTICLE 13

NATURE OF INTEREST, ASSIGNMENT

13.1 Assignment by Company. This Agreement is fully transferable by Company, in whole or in part, without the consent of Franchisee and shall inure to the benefit of any transferee or their legal successor to Company's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Company's obligations under this Agreement. Without limiting the foregoing, Company may (i) assign any or all of its rights and obligations under this Agreement to an Affiliate; (ii) sell its assets, its marks, or its System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Company shall be permitted to perform such actions without liability or obligation to Franchisee who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). Company shall have no liability for the performance of any obligations contained in this Agreement after the effective date of such transfer or assignment. In connection with any of the foregoing, at Company's request, Franchisee shall deliver to Company a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that this Agreement as modified is in full force and effect and identifying the modifications); (b) that Franchisee is not in default under any provision of this Agreement, or if in default, describing the nature thereof in detail; and (c) as to such other matters as Company may reasonably request; and Franchisee agrees that any such statements may be relied upon by Company and any prospective purchaser, assignee or lender of Company.

13.2 Assignment by Franchisee.

13.2.1 The rights and duties created by this Agreement are personal to Franchisee. This Agreement has been entered into by Company in reliance upon and in consideration of the singular individual or collective character, reputation, skill attitude, business ability, and financial capacity of Franchisee, or if applicable, its Owners who will actively and substantially participate in the development, ownership and operation of the Store and Mobile Unit(s). Accordingly, except as otherwise may be permitted herein, neither Franchisee nor any Owner (other than Company, if applicable) shall, without Company's prior written consent, cause or permit any Assignment. Any such purported Assignment occurring by operation of law or otherwise without Company's prior written consent shall constitute a default of this Agreement by Franchisee, and shall be null and void. Except in the instance of Franchisee advertising to sell the Store and Mobile Unit(s) and assign this Agreement in accordance with the terms hereof, Franchisee shall not, without Company's prior written consent, offer for sale or transfer at public or private auction or advertise publicly for sale or transfer, the furnishings, interior and exterior décor items, supplies, repair parts, fixtures, equipment, Franchisee's Leases, the real and personal property and any other Assets used in connection with the Store and Mobile Unit(s). Franchisee may not make any Assignment to a public Entity, or to any Entity whose direct or indirect parent's securities are publicly traded and no shares of Franchisee or any Owner of Franchisee may be offered for sale through the public offering of securities. To the extent that any prohibition on the pledge, hypothecation, encumbrance or granting of a security interest in this Agreement or the Assets of the Store or Mobile Unit(s) may be ineffective under Applicable Law, Franchisee shall provide not less than ten (10) days prior written notice (which notice shall contain the name and address of the secured party and the terms of

such pledge, hypothecation, encumbrance or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement or the Assets of the Store or Mobile Unit(s).

13.2.2 Franchisee shall promptly provide Company with written notice (stating such information as Company may from time to time require) of each and every transfer, assignment and encumbrance by any Owner of any direct or indirect Equity or voting rights in Franchisee, notwithstanding that the same may not constitute an "Assignment."

13.2.3 Company will not unreasonably withhold its consent to any Assignment which is subject to the restrictions of this Article; provided, however, Company may impose any reasonable condition to the granting of its consent, and requiring Franchisee to satisfy any or all of the following conditions shall be deemed reasonable:

(a) Franchisee's written request for Company's consent to Assignment must be accompanied by a detailed description of the price and all material terms and conditions of the proposed Assignment and the identity of the proposed assignee or new Owner(s) and such other information as Company may reasonably request;

(b) Company's receipt of an estoppel agreement indicating any and all causes of action, if any, that Franchisee may have against Company or if none exist, so stating, and a list of all Owners having an interest in this Agreement or in Franchisee, the percentage interest of Owner, and a list of all officers and directors, in such form as Company may require;

(c) Franchisee's written request for consent to any Assignment must be accompanied by an offer to Company of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that Company may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by Company reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that Franchisee shall execute an agreement and make representations and warranties to Company customary for transactions of the type proposed (the "**ROFR**"). If Company elects to exercise the ROFR, Company or its nominee, as applicable, shall send written notice of such election to Franchisee within sixty (60) days of receipt of Franchisee's request (the "**ROFR Period**"). If Company accepts such offer, the training and transfer/administrative fees due by Franchisee in accordance with this Agreement shall be waived by Company, and the closing of the transaction shall occur within sixty (60) days following the date of Company's acceptance. If Company does not elect to exercise the ROFR, Franchisee must consummate the transaction constituting the relevant Assignment within sixty (60) days following the written notice provided on the same terms and conditions offered to Company in the ROFR. Any change in the terms of such Assignment or proposed closing following such sixty (60)-day period shall cause it to be deemed a new offer, subject to the same ROFR by Company, or its third-party designee, as in the case of the initial offer. Company's failure to exercise such ROFR shall not constitute consent to the Assignment or a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed Assignment.

(d) The Franchisee shall not be in default under the terms of this Agreement (or any other related agreement), the Manuals, the Standards or any other obligations owed Company, and all of its then-due monetary obligations to Company or its Affiliates shall have been paid in full;

(e) The Franchisee, and its Owners, shall execute a general release under seal, in a form prescribed by Company, of any and all claims against Company, its Affiliates, Owner(s), directors, officers, agents and employees;

(f) The transferee/assignee shall have demonstrated to Company's satisfaction that it meets all of Company's then-current requirements for new Store and Mobile Unit operators or for holders of an interest in a Store and Mobile Unit or license, including possession of good moral character and reputation, satisfactory credit ratings, acceptable business qualifications, the ability to obtain or acquire the license(s) and permit(s) necessary for the sale of all Approved Products and Services, and the ability to fully comply with the terms of this Agreement;

(g) (i) The transferee/assignee, if not an Assignment of all of the Equity in Franchisee, either shall have assumed this Agreement by a written assumption agreement approved by Company, or have agreed to do so at closing, and at closing execute an assumption agreement approved by Company; provided, however, that such assumption shall not relieve Franchisee (as transferor/assignor) of any such obligations; or (ii) at Company's option, the transferee/assignee (or Franchisee if the Assignment involves only a change in the Owners or a transfer of control) shall have executed a replacement franchise agreement on the then-current standard form of franchise agreement used by Company in the State in which the Store is being operated; provided, however, that the initial term of the replacement franchise agreement shall be only the remainder of the then-current Term before any Successor Term and, at Company's request, the transferor/assignor shall have executed a continuing guaranty in favor of Company of the performance and payment by the transferee/assignee of all obligations and debts to Company and its Affiliates under the replacement franchise agreement;

(h) Unless Company grants its prior written consent, no Store or Mobile Unit may be sublicensed, assigned or transferred without the concurrent assignment of all Mobile Units together with the Store and this Agreement.

(i) If this Agreement has been executed pursuant to an Area Development Agreement with Company (whether or not such agreement remains in effect), then this Agreement and all other franchise agreements executed pursuant to such Area Development Agreement shall be concurrently transferred/assigned to the same assignee together with all Mobile Units and the assignor shall have transferred and conveyed all Mobile Units to the assignee;

(j) The assignee shall agree to refurbish the Store as needed (in Company's sole and absolute discretion) to match the building design, trade dress, color scheme and presentation in the then-current Standards (such refurbishment may include remodeling, redecoration and modifications to existing improvements);

(k) The assignee shall agree to repair and refurbish any Mobile Unit(s) as needed (in Company's sole and absolute discretion) to match the then-current Standards, and the trade dress, color scheme and presentation then used by Company for its Mobile Units (such refurbishment may include updating decals and vehicle colors, and modifications to existing equipment and improvements);

(l) There shall not be any suit, action, or proceeding pending, or to the knowledge of Franchisee any suit, action, or proceeding threatened, against Franchisee with respect to the Store and/or any Mobile Unit;

(m) Upon submission of Franchisee's request for Company's consent to any proposed Assignment, Franchisee shall pay to Company a non-refundable administrative/transfer fee equal to ten percent (10%) of Company's then-current initial franchise fee plus Company's out of pocket costs associated with the Assignment, including costs of attorneys' fees associated with the Assignment;

(n) Following the closing of the Assignment, if applicable the new Operating Principal, Store Managers and other employees responsible for the operation of the Store and Mobile Unit(s), must complete the Initial Training Program for a period determined by Company in its sole and absolute discretion, which may be up to thirty (30) days in duration; and

(o) Any new Owner(s) of Franchisee, or the Owners of the transferee Franchisee as a result of the relevant Assignment, owning ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights of Franchisee or the transferee Franchisee, will execute a written guaranty in a form prescribed by Company, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all obligations to Company and to Company's Affiliates (in determining whether said ten percent (10%) threshold is satisfied, holdings of immediate family members and Affiliates shall be aggregated).

13.2.4 Company's consent to an Assignment shall not constitute a waiver of any claims it may have against the Franchisee or any of its Owners arising out of this Agreement or otherwise, including (a) any payment or other duty owed by Franchisee to Company or its Affiliates under this Agreement before such Assignment; or (b) Franchisee's duty of indemnification and defense as set forth in Section 17.2 of this Agreement, whether before or after such Assignment, or (c) the obligation to obtain Company's consent to any Assignment.

13.3 Entity Franchisee. Franchisee represents and warrants that the information set forth in Attachment 3, which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Franchisee shall notify Company in writing within ten (10) days of any change in the information set forth in Attachment 3, and shall submit to Company a revised Attachment 3, certified by Franchisee as true, correct and complete and upon acceptance thereof by Company shall be annexed to this Agreement as Attachment 3. Franchisee promptly shall provide such additional information as Company may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

13.3.1 All of Franchisee's organizational documents (including articles of partnership, partnership agreements, articles of incorporation, articles of organization, bylaws, shareholders agreements, trust instruments, or their equivalent) will provide that the issuance and transfer of any interest in Franchisee is restricted by the terms of this Agreement, and that sole purpose for which Franchisee is formed (and the sole activity in which Franchisee is or will be engaged) is the development and operation of a Store or Stores and a Mobile Unit or Mobile Units, pursuant to one or more franchise agreements from Company. Franchisee shall submit to Company, upon the execution of this Agreement and thereafter from time to time upon Company's request, a resolution of Franchisee (or its governing body) confirming that Franchisee is in compliance with this provision.

13.3.2 All present and future Owners of a ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights in Franchisee, will execute a written guaranty in a form prescribed by Company, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of Franchisee's obligations to Company and to Company's Affiliates. For purposes of determining whether said ten percent (10%) threshold is satisfied, holdings of immediate family members and Affiliates shall be aggregated. Upon each transfer or assignment of an interest in Franchisee, or other change in ownership interests in Franchisee, and at any other time upon Company's request, said holders shall re-execute a written guaranty in a form prescribed by Company.

13.3.3 Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such

interests may be offered by private offering or otherwise only with the prior written consent of Company, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Company for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Company for such review prior to their use. No such offering by Franchisee shall imply that Company is participating in an underwriting, issuance or offering of securities of Franchisee or Company, and Company's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Company and its Affiliates. Company may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Company concerning the limitations described in the preceding sentence. Franchisee, its Owners and the other participants in the offering must fully defend and indemnify Company, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by Company to further evidence this indemnity. For each proposed offering, Franchisee shall pay, in addition to any transfer fee required under Section 13.2.3(m) of this Agreement, to Company a non-refundable fee of five thousand dollars (\$5,000), or such greater amount as is necessary to reimburse Company for its reasonable costs and expenses associated with reviewing the proposed offering, including legal and accounting fees. Franchisee shall give Company written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

ARTICLE 14 DEFAULT AND TERMINATION

14.1 General. Company shall have the right to terminate this Agreement only for "cause." "Cause" is hereby defined as a default of this Agreement. Company shall exercise its right to terminate this Agreement upon notice to Franchisee upon the following circumstances and manners.

14.2 Automatic Termination Without Notice. Subject to Applicable Law to the contrary, Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall at Company's election automatically terminate without notice to Franchisee if: (i) Franchisee shall be adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of Applicable Law), shall admit to its inability to meet its financial obligations as they become due, or shall make a disposition for the benefit of its creditors; (ii) Franchisee shall allow a judgment against it in the amount of more than twenty-five thousand dollars (\$25,000) to remain unsatisfied for a period of more than thirty (30) days (unless a supersedeas or other appeal bond has been filed); (iii) the Store, the Premises, one (1) or more Mobile Unit(s), or Franchisee's Assets are seized, taken over or foreclosed by a Governmental Authority in the exercise of its duties, or seized, taken over, or foreclosed by a creditor or lienholder provided that a final judgment against Franchisee remains unsatisfied for thirty (30) days (unless a supersedeas or other appeal bond has been filed); (iv) a levy of execution of attachment has been made upon the license granted by this Agreement or upon any property used in the Store or License Mobile Unit(s), and it is not discharged within five (5) days of such levy of attachment; (v) Franchisee permits any recordation of a notice of mechanics lien against the Store, a Mobile Unit or any equipment at the Store or of the Mobile Units(s) which is not released within sixty (60) days, or if any person commences any action to foreclose on the Store, a Mobile Unit or said equipment; (vi) Franchisee allows or permits any judgment to be entered against Company or any of its Affiliates, arising out of or relating to the operation of the Store or Mobile Unit(s); (vii) a condemnation or transfer in lieu of condemnation has occurred; (viii) Franchisee or any of its Owners, officers, directors, or key staff members is convicted of or pleads guilty or nolo contendere to a felony or any other crime or offense that is reasonably likely, in the sole opinion of Company, to adversely affect Company's reputation, System, Marks or the goodwill associated therewith, or Company's interest therein; provided, however, that if the crime or offense is committed by an Owner other than an Operating Principal, then Company may only terminate on account thereof if such Owner fails within thirty (30) days after the conviction or guilty plea, whichever first occurs, to sell its interest in Franchisee to

Franchisee's other Owners; or (ix) Franchisee's failure to comply with ARTICLE 12 or ARTICLE 21 of this Agreement.

14.3 Option to Terminate Without Opportunity to Cure. Franchisee shall be deemed to be in default and Company may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Company upon the occurrence of any of the following events:

14.3.1 Abandonment. If Franchisee shall abandon the Store. For purposes of this Agreement, "abandon" shall refer to (i) Franchisee's failure, at any time during the Term, to keep the Premises or Store open and operating for business for a period of five (5) consecutive days, except as otherwise may be provided in the Manuals, (ii) Franchisee's failure to keep the Premises or Store open and operating for any period after which it is reasonable under the facts and circumstances for Company to conclude that Franchisee does not intend to continue to operate the Store, unless such failure to operate is due to Force Majeure (subject to Franchisee's continuing compliance with this Agreement), (iii) failure to actively and continuously maintain and answer the telephone listed by Franchisee for the Store and Mobile Unit(s) solely with the "ASURION TECH REPAIR & SOLUTIONS" name (as the same may be modified in accordance with this Agreement); (iv) the withdrawal of permission from the applicable lessor that results in Franchisee's inability to continue operation of the Store at the Location; or (v) closing of the Store required by Applicable Law if such closing was not the result of a violation of this Agreement by Company;

14.3.2 Assignment, Death or Incapacity. If Franchisee shall purport to make any Assignment without the prior written consent of Company; provided, however, that if the Store and Mobile Unit(s) continue to be operated in conformity with this Agreement (i) upon prompt written request and upon the death or legal incapacity of a Franchisee who is an individual, Company shall allow a reasonable period, up to nine (9) months, after such death or legal incapacity for the heirs or attorney-in-fact, as applicable, of such Franchisee (the "**Heirs**") either to enter into a new Franchise Agreement upon Company's then-current form (except that no initial franchise fee or transfer fee shall be charged), if Company is subjectively satisfied that the Heirs meet Company's standards and qualifications, or if not so satisfied, to allow the Heirs to sell the Store and Mobile Unit(s) to a person or Entity approved by Company, or (ii) upon prompt written request and upon the death or legal incapacity of an Owner owning ten percent (10%) or more of the Equity or voting power of a corporate or limited liability company Franchisee, or a general or limited partner owning ten percent (10%) or more of any of the Partnership Rights of a Franchisee which is a Partnership, Company shall allow a period of up to nine (9) months after such death or legal incapacity for the Heirs to seek and obtain Company's consent to the transfer or Assignment of such Equity or Partnership Rights to the Heirs or to another person acceptable by Company. If, within the allowed period, the Heirs fail either to enter into a new franchise agreement or to sell the Store and Mobile Unit(s) or relevant Equity of Franchisee to a person or Entity approved by Company pursuant to this Agreement, or fail either to receive Company's consent to the Assignment of such Equity to the Heirs or to another person or Entity acceptable by Company, as provided in this Agreement, this Agreement shall thereupon automatically terminate;

14.3.3 Repeated Defaults. If Franchisee shall default in any obligation as to which Franchisee has previously received two (2) or more written notices of default from Company setting forth the default complained of within the preceding twelve (12) months, or three (3) or more written notices of default from Company setting forth the default complained of within the preceding twenty-four (24) months, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure;

14.3.4 Violation of Law. If Franchisee fails, for a period of ten (10) days after having received notification of noncompliance from Company or any governmental or quasi-governmental agency or authority, to comply with any Applicable Law;

14.3.5 Sale of Unauthorized Products and Services. If Franchisee sells unauthorized products or services to the public, or sells Approved Products and Services in a manner that violates the Standards after having previously received a notice of default for making such sales, whether or not Franchisee has cured the default after one or more notices;

14.3.6 Under Reporting. If an audit or investigation conducted by Company hereof discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Company, or knowingly understated its Gross Sales or withheld the reporting of same, and without limiting the foregoing, if, on three (3) or more occasions in any single thirty-six (36) month period, any audits or other investigations reveals an under-reporting or under-recording error of two percent (2%) or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of five percent (5%) or more;

14.3.7 Intellectual Property Misuse. If Franchisee materially misuses or makes any unauthorized use of the Marks or in Company's sole opinion otherwise materially impairs the goodwill associated therewith or Company's rights therein, or takes any action which in Company's sole opinion reflects materially and unfavorably upon the operation and reputation of the Store, the Mobile Unit(s), the System, or the ASURION TECH REPAIR & SOLUTIONS brand generally. Franchisee's unauthorized use, disclosure, or duplication of the "Trade Secrets," excluding independent acts of employees or others if Franchisee shall have exercised its best efforts to prevent such disclosures or use;

14.3.8 Misrepresentation. If Franchisee makes any material misrepresentations relating to the acquisition of this Agreement;

14.3.9 Health or Safety Violations. Franchisee's conduct of the Store or a Mobile Unit is so contrary to this Agreement, the System and the Manuals and/or the Standards as to constitute an imminent danger to the public health; and

14.3.10 Failure to Complete Training. If Franchisee, the initial Operating Principal or the initial Store Manager fails to complete all phases of the Initial Training Program to Company's satisfaction prior to the opening of the Store and Mobile Unit(s).

14.4 Termination With Notice and Opportunity To Cure. Except for any default by Franchisee under Sections 14.2 or 14.3 of this Agreement, and as otherwise expressly provided elsewhere in this Agreement, Franchisee shall have ten (10) days (five (5) days in the case of any default in the timely payment of sums due to Company or its Affiliates) after Company's written notice of default within which to remedy any default under this Agreement or any agreement related to a National Account in which Franchisee participates, and to provide evidence of such remedy to Company. If any such default is not cured within that time period, or such longer time period as Applicable Law may require or as Company may specify in the notice of default, this Agreement and all rights granted by it shall thereupon automatically terminate without further notice or opportunity to cure.

14.5 Reimbursement of Company Costs. In the event of a default by Franchisee, all of Company's costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of Company's administrative employees shall be paid to Company by Franchisee within five (5) days after cure or upon demand by Company if such default is not cured.

14.6 Cross-Default. Except for a default or termination of any Area Development Agreement consisting solely of Franchisee's failure to meet the development schedule thereunder, any default by Franchisee under the terms and conditions of this Agreement, any Lease, or any other agreement between Company (or its Affiliate), and Franchisee (or any Affiliate of Franchisee), or any default by Franchisee (or any Affiliate of Franchisee) of its obligations to any Co-Op Advertising Region of which it is a member, shall be deemed to be

a default of each and every said agreement. Furthermore, in the event of termination, for any cause, of this Agreement or any other agreement between the parties hereto, Company may, at its option, terminate any or all said agreements.

14.7 Notice Required By Law. Notwithstanding anything to the contrary contained in this Article, in the event any Applicable Law shall limit Company's rights of termination hereunder or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by such Applicable Law. Company shall not, however, be precluded from contesting the validity, enforceability or application of such Applicable Law in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

14.8 Termination by Franchisee. Franchisee may terminate this Agreement due to a material default by Company of its obligations hereunder, which default is not cured by Company within sixty (60) days after Company's receipt of prompt written notice by Franchisee to Company detailing the alleged default with specificity; provided, that if the default is such that it cannot be reasonably cured within such sixty (60) day period, Company shall not be deemed in default for so long as it commences to cure such default within sixty (60) days and diligently continues to prosecute such cure to completion. This is a material term of this Agreement and an arbitrator shall not, and shall not have the power or authority to, waive, modify or change this requirement in any arbitration proceeding or otherwise. If Franchisee terminates this Agreement pursuant to this Section, Franchisee shall comply with all of the terms and conditions of ARTICLE 15 of this Agreement.

ARTICLE 15 RIGHTS AND OBLIGATIONS UPON TERMINATION

15.1 General. Upon the expiration or termination of Franchisee's rights granted under this Agreement:

15.1.1 Franchisee shall immediately cease to use all Trade Secrets, the Marks, and any confusingly similar trademark, service mark, trade name, logotype, or other commercial symbol or insignia. Franchisee shall immediately cease using and if applicable, return any copies of the Manuals, all training materials, CD ROMs, DVDs, records, (in any form, including digital records) customer lists, files, advertising and promotional materials and all other written (including digital) materials incorporating Trade Secrets and all copies of the whole or any part thereof to Company. Franchisee shall at its own cost make cosmetic changes to the terminated Store and Mobile Unit(s) so that they no longer contain or resemble Company's proprietary designs, including: Franchisee shall remove all materials that would identify the Premises and Location as a Store operated under the Marks and System, and remove distinctive cosmetic features and finishes, soffits, interior wall coverings and colors, exterior finishes and colors and signage from the Premises and Location as Company may reasonably direct; Franchisee shall remove distinctive cosmetic features and finishes, wraps, decals, colors, and signage from each Mobile Unit; and shall, at Company's request, grant Company access to the Premises and Van(s) to make cosmetic changes to the terminated Store and Mobile Unit(s) so that they no longer resemble a Store or Mobile Unit.

15.1.2 If Company so elects, at its sole option, upon any termination or expiration of this Agreement, Franchisee will sell to Company such equipment and furnishings, as Company may designate that are associated with the Store, at a price equal to its net book value, using a five (5)-year straight line amortization period, but in no event less than ten percent (10%) of Franchisee's actual, reasonable cost of such items. Company shall have no other payment obligations to Franchisee, and Franchisee specifically waives any and all claims to be paid for other equipment, furnishings, fixtures, products, supplies or the goodwill associated with the terminated Store (which goodwill Franchisee acknowledges is owned exclusively by Company). Company may offset against any obligations it may have pursuant to this Section any amounts owed by Franchisee to Company or its Affiliates.

15.1.3 Company may retain all fees paid pursuant to this Agreement, and Franchisee shall immediately pay any and all amounts owing to Company, its Affiliates, and/or designated or approved Suppliers.

15.1.4 Any and all obligations of Company to Franchisee under this Agreement shall immediately cease and terminate.

15.1.5 Any and all rights of Franchisee under this Agreement shall immediately cease and terminate, and Franchisee shall immediately cease and thereafter refrain from representing itself as then or formerly a Franchisee of Company.

15.1.6 Franchisee shall transfer and assign to Company or its designee all telephone numbers, white and yellow page listings, on-line telephone listings and all other associated listings for the terminated Store and Mobile Unit(s), and Franchisee shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any classified or other telephone directory listings associated with the Store and Mobile Unit(s), and authorize and instruct their transfer to Company. Franchisee shall deliver all goods and materials containing the Marks to Company and Company shall have the sole and exclusive use of any items containing the Marks. Franchisee is not entitled to any compensation from Company if Company exercises this option.

15.1.7 If Company shall have authorized Franchisee to use the Marks, or any of them in connection with the Internet, any website, or e-mail address, Franchisee shall cancel or assign to Company or its designee, as Company determines, all of Franchisee's right, title and interest in any Internet websites or web pages, e-mail addresses, domain name listings and registrations which contain the Marks, or any of them, in whole or in part, and Franchisee shall notify the applicable domain name registrar and all listing agencies, upon the termination or expiration hereof, of the termination of Franchisee's right to use any domain name, web page and other Internet device associated with Company, the Store or Mobile Unit(s), and authorize and instruct their cancellation or transfer to Company, as directed by Company. Franchisee is not entitled to any compensation from Company if Company exercises its said rights or options. For the avoidance of doubt, nothing in this Section shall be deemed to permit Franchisee to use the Marks, or any of them in connection with the Internet, except with the prior written consent of Company as provided in this Agreement.

15.1.8 If Company so elects, at its sole and absolute option, upon any termination or expiration of this Agreement, Franchisee will (a) in the case of Mobile Unit(s) which are leased, assign to Company or its nominee, who shall assume, the remaining term (and option terms) of the lease for each Mobile Unit selected by Company, provided that Company or its nominee shall only be obligated to assume the obligations accruing under the lease on and after the date of assumption and Franchisee shall remain liable and responsible for all vehicle lease payment and other obligations accruing up to the date of assignment (and Franchisee shall pay to Company an amount equal to all lease-related charges relating to periods on or before the assignment, including those for excess mileage, vehicle damage, excess wear and tear, overdue maintenance, lease assignment or early termination fees, and similar costs and similar charges as determined by the leasing/finance company, or another third party vehicle appraiser designated by Company, based on the condition of the vehicle(s) as of the date of the lease assignment); and (b) in the case of Mobile Unit(s) owned by Franchisee, Franchisee shall sell to Company each of Franchisee's Mobile Units, and related equipment and furnishings, as Company may select, at a price equal to its net book value, using a 5-year straight line amortization period, but in no event less than 10% of Franchisee's actual, reasonable cost of such items. Company shall have no other payment obligations to Franchisee, and Franchisee specifically waives any and all claims to be paid for other equipment, furnishings, fixtures, products, supplies or the goodwill associated with the terminated Mobile Unit(s) (which goodwill Franchisee acknowledges is owned exclusively by Company). Company may offset against any obligations it may have pursuant to this Section any amounts owed by Franchisee to Company.

15.2 Survival of Obligations. Termination or expiration shall be without prejudice to any other rights or remedies that Company or Franchisee, as the case may be, shall have in law or in equity, including the right to recover the benefit of the bargain damages. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which by their nature or expressly constitute post-termination (or post-expiration) covenants and agreements including the obligation of Company and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

15.3 No Ownership of Marks. Franchisee acknowledges and agrees that rights in and to Company's Marks and the use thereof shall be and remain the property of Company.

15.4 Government Filings. In the event Franchisee has registered any of Company's Marks or the name "ASURION TECH REPAIR & SOLUTIONS" as part of Franchisee's assumed, fictitious or corporate name, Franchisee shall promptly amend such registration to delete Company's Marks and any confusingly similar marks or names therefrom.

ARTICLE 16 INSURANCE

16.1 Insurance. Franchisee shall obtain and maintain (at all times during the Term) insurance coverage in the types and amounts of coverage and deductibles required by Applicable Law and as specified in the Manuals, with respect to the business of operating the Store and Mobile Unit(s), which shall in each instance designate "Asurion and its subsidiaries and affiliates" as additional named insureds, with an insurance company approved by Company, which approval shall not be unreasonably withheld. At a minimum, Franchisee shall maintain the following coverages: Commercial General Liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, including but not limited to premises-operations, products/completed operations, contractual liability, independent contractors, personal and advertising injury liability hazards, errors and omissions, and with respect to each Mobile Unit, Business Auto Liability, including coverage for "any auto," with limits of not less than one hundred thousand dollars (\$100,000) per person, three-hundred thousand dollars (\$300,000) per accident for bodily injury and fifty thousand dollars (\$50,000) for property damage, with an insurance company approved by Company, which approval shall not be unreasonably withheld. In the event of any conflict between the terms pertaining to insurance in this Agreement, any Addendums or Amendments hereto, or the Standards, then the most stringent obligations shall control.

16.2 Use of Proceeds. In the event of damage to the Store or Mobile Unit(s), as applicable, covered by insurance, the proceeds of any such insurance shall be used to restore the Store or Mobile Unit(s), as applicable, to its original condition as soon as possible, unless such restoration is prohibited by the Location Lease, a lease for the Mobile Unit(s), as applicable, or Company has otherwise provided prior written consent. Upon the obtaining of such insurance, Franchisee shall promptly provide to Company proof of such insurance coverage.

16.3 Proof of Insurance. Franchisee shall, prior to opening the Store or beginning operation of a Mobile Unit, as applicable (and from time to time, within ten (10) days after a request therefor from Company, and annually thereafter provide evidence of the renewal or extension of each insurance policy) file with Company, certificates of such insurance and shall promptly pay all premiums on the policies as they become due. In addition, the policies shall contain a provision requiring thirty (30) days prior written notice to Company of any proposed cancellation, modification, or termination of insurance. If Franchisee fails to obtain and maintain the required insurance, Company may, at its option, in addition to any other rights it may have, procure such insurance for Franchisee without notice and Franchisee shall pay, upon demand, the premiums and Company's costs in taking such action.

ARTICLE 17 RELATIONSHIP OF PARTIES; INDEMNITY

17.1 Relationship of Franchisee to Company. It is expressly agreed that the parties intend by this Agreement to establish between Company and Franchisee the relationship of Company and franchisee. It is further agreed that Franchisee has no authority to create or assume in Company's name or on behalf of Company, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Company for any purpose whatsoever. Neither Company nor Franchisee is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Franchisee agrees that it shall not under any circumstances hold itself out as the agent, representative, employee, partner or co-venturer of Company. All staff members hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees or agents of Company or subject to Company control. Each of the parties shall file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof. Neither shall have the power to bind or obligate the other except specifically as set forth in this Agreement. Company and Franchisee agree that the relationship created by this Agreement is one of independent contractor and not a fiduciary relationship.

17.2 Indemnity.

17.2.1 Franchisee shall protect, defend and indemnify Company, and all of its past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees, and each of them, and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person or Entity or to any property arising out of or in connection with Franchisee's development, construction (including any latent or patent defects), maintenance or operation (including sales practices) of the Premises, Store and Mobile Unit(s) or in connection with a sale, transfer or assignment of the Store, Mobile Unit(s) and this Agreement. The terms of this Section 17.2.1 shall survive the termination, expiration or cancellation of this Agreement. It is the intention of the parties to this Agreement that Company shall not be deemed a joint employer with Franchisee for any reason; however, if Company incurs any cost, liability, loss or damage as a result of any actions or omissions Franchisee, its employees or agents, including any that relate to any party making a finding of any joint employer status, Franchisee shall fully indemnify Company for any such cost, liability, loss or damage.

17.2.2 Company shall give Franchisee written notice of any claim for which Company demands indemnity (provided that such obligation shall not constitute a condition to Franchisee's indemnification obligation unless and then only to the extent Franchisee has been materially harmed by any delay in giving notice). Company shall retain the full right and power to direct, manage, control and settle the litigation of any claim. Company shall submit all indemnifiable claims to its insurers in a timely manner. Any payments made to an indemnified party shall be net of benefits received by any indemnified party on account of insurance in respect of such claims.

ARTICLE 18 PURCHASE OPTION

18.1 Option to Purchase Store and Mobile Unit(s).

18.1.1 Company or its designated Affiliate shall have the right and option exercisable at any time following the Trigger Date upon written notice to Franchisee (the "**Option Notice**") to purchase for the Purchase Price all of the Assets, free and clear of all liens, encumbrances and liabilities (the "**Purchase Option**"). If Company receives a written request for its consent to an Assignment, then Company must

exercise the Purchase Option, if at all, within twenty (20) days following receipt of Franchisee's request for consent to the Assignment. The Purchase Option shall be automatically reinstated following: (a) the Assignment; (b) Company's refusal to consent to the proposed Assignment; (c) sixty (60) days after the ROFR Period if Company does not exercise the ROFR and the Assignment has not been concluded; or (d) if there has been any change in the terms of the proposed offer which results in the reinstatement of the ROFR.

18.1.2 At Company's request, the terms and conditions of the Purchase Option may be recorded in the real property records under Applicable Law, and Franchisee shall execute all documents as may be necessary and appropriate to do so. Company's rights under this ARTICLE 18 shall be in addition to, and not in lieu of, Company's ROFR and such rights may be exercised separately, concurrently or in the alternative.

18.2 Purchase Price; Sales and Transfer Taxes.

18.2.1 Subject to the conditions in this Section, Franchisee may select one of two methodologies to determine the purchase price for the Assets (the "**Purchase Price**"): (i) the Fair Market Value of the Assets; or (ii) either of (1) two (2) times Unit Level EBITDA during the twelve (12) full calendar months immediately preceding Franchisee's receipt of the Option Notice if the Store and Mobile Unit(s) have been open and operating for at least twelve (12) months; or (2) if the Store and Mobile Unit(s) have been open and operating for less than 12 months, an amount equal to Franchisee's necessary and reasonably documented out-of-pocket costs paid to third parties to construct, equip, and furnish the Store and the Mobile Unit(s), excluding the Wages of Franchisee's employees, plus the Initial Franchise Fee paid to Company (or its Affiliate).

18.2.2 Franchisee will make its selection within fourteen (14) days after receipt of the Option Notice, by notifying Company in writing of its choice of methodology. If Franchisee fails to make a timely selection of methodology, then the methodology used to determine the Purchase Price will be determined by Company.

(a) Unit Level EBITDA shall be determined by using Franchisee's financial statements, provided Franchisee has kept and maintained financial statements in compliance with the provisions of this Agreement and the Standards. The chief financial officer or chief executive officer of Franchisee (or Franchisee, if an individual) shall certify that such financial statements are true, correct, and complete, subject to any adjustment in the event of any audit or other investigation of such financial statements and/or the books and records by Company. If an audit or other investigation reveals any inaccuracy, then, in addition to all other rights and remedies, Company shall have the right to revise the Purchase Price, and if the inaccuracy overstates Unit Level EBITDA during the applicable twelve (12) month period by two percent (2%) or more, then Franchisee shall reimburse Company for the expenses of the audit/investigation.

(b) "Fair Market Value" shall be determined as follows:

(i) Franchisee and Company shall attempt to select a mutually acceptable appraiser within thirty (30) days following the date of the Option Notice, in which case Fair Market Value shall be determined by such appraiser.

(ii) If Franchisee and Company fail to so agree on an appraiser, then within forty-five (45) days following the date of the Option Notice, Company shall select one appraiser, and Franchisee shall select one appraiser. If either Franchisee or Company fails to timely appoint an appraiser, then the appraiser appointed by the other party shall be the sole appraiser for the purposes of determining Fair Market Value. Each party shall promptly advise the other party in writing of the identity of its appointed appraiser. Fair Market Value shall be determined to be: (a) if one appraiser is appointed, the value established by that appraiser; or

(b) if two (2) appraisers are appointed, the arithmetic average of the values determined by the appraisers; provided, that if the higher value is more than one hundred and twenty five percent (125%) of the lower value, then the two (2) appraisers will jointly select a third appraiser, and the Fair Market Value shall then be the arithmetic average of (1) the value determined by the third (3rd) appraiser and (2) the value determined by the one of the first two (2) appraisers that is nearest in value to the value determined by the third (3rd) appraiser. If the first two (2) appraisers are unable to agree upon a third (3rd) appraiser within twenty (20) days of their completion of appraisals, then either Franchisee or Company may demand the appointment of an appraiser by the then-director of the regional office of the American Arbitration Association located nearest to Company's headquarters, in which event the appraiser appointed thereby shall be the third appraiser.

(iii) Each of the appraisers shall conduct an appraisal within thirty (30) days after being appointed, and shall submit their appraisals in writing to Franchisee and to Company within such period.

(iv) Fair Market Value shall be determined solely by reference to the Store and Mobile Unit(s), and the appraiser shall be instructed in writing by each party not to, and the appraiser shall not, consider or attribute any value to (a) any goodwill or other value attributable to the System or the Marks other than the right to utilize the System and Marks in the operation of the Store and Mobile Unit(s) in accordance with, and for no more than the remaining Term or (b) any rights or efficiencies Franchisee may enjoy because Franchisee (or any Affiliate) operates or has the right to operate more than one Store or Mobile Unit. An appraiser may use a bona fide third-party offer to purchase the Assets in its determination of Fair Market Value if and only if such third-party offer was delivered by Franchisee to Company prior to the exercise of the Purchase Option.

(v) Any appraiser, to be qualified to conduct an appraisal hereunder, shall be an independent appraiser (i.e., not affiliated with Company or Franchisee), an M.A.I. appraiser or its equivalent or an investment bank, and shall have experience in valuing franchised or licensed stores, or mobile service and repair businesses. If any appraiser initially appointed under this Agreement shall, for any reason, be unable to serve, a successor appraiser shall be promptly appointed in accordance with the procedures pursuant to which the predecessor appraiser was appointed.

(vi) The costs of all appointed appraisers shall be borne by Company if the parties have been able to mutually agree to the selection of a single appraiser. If, however, the parties cannot agree, and two or three appraisers are appointed then the costs of all appointed appraisers shall be borne by Franchisee.

(c) Company may exclude and elect not to purchase cash (or its equivalent), any notes or accounts payable to Franchisee by any person or party except by an arms-length transaction with a person not related to or affiliated with Franchisee, and any Assets that are not necessary or appropriate (in function or quality) to the Store's operation and Mobile Units' operation or do not meet the Standards, and, if applicable, the Fair Market Value shall reflect such exclusions.

(d) Company and each appointed appraiser shall be given full access during normal business hours to all information required and relevant to determine Unit Level EBITDA and/or Fair Market Value.

(e) If the Assets include a fee simple interest in real property, then all revenue derived from such real property shall be excluded from Unit Level EBITDA and the real property shall not be part of the Assets for purposes of this Section.

18.2.3 The Purchase Price shall be adjusted by setting off and reducing the Purchase Price by any amount then owing by Franchisee to Company or its Affiliates or to any appraiser, and any amounts that Company pays in its sole and absolute discretion to cure Franchisee's defaults with third parties.

18.2.4 All sales and transfer taxes are the responsibility of Franchisee and shall be paid when due.

18.3 Terms of Purchase and Sale.

18.3.1 Franchisee shall make written representations and warranties to Company or its designated purchaser of the Assets and execute a purchase agreement customary for transactions of the type, including (1) its power, authority and legal capacity to sell, transfer and assign the Assets, (2) valid right, title and interest in the Assets, (3) the absence of all liens, encumbrances and liabilities on the Assets, and (4) the absence of any violation, in any material respect, or default under, or acceleration of any material agreement or instrument pursuant to which the Assets are encumbered or bound as the result of such sale. Franchisee and its Owners shall sign covenants obligating them to comply with the obligations under this Agreement that survive the termination or expiration of this Agreement (including Sections 12.1 and 12.2) and general releases, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their Owners, officers, directors, agents, and employees.

18.3.2 Pending the closing of any Purchase Option transaction: (i) Franchisee shall operate the Store and Mobile Unit(s), in accordance with this Agreement; and (ii) Company will have the right to (a) appoint a manager to maintain and/or supervise such Store and Mobile Unit(s), and (b) communicate with Franchisee's employees regarding employment opportunities following the closing (though Company shall not be obligated to hire such employees). Franchisee will indemnify and hold Company harmless against all obligations incurred in connection with the Store and Mobile Unit(s) prior to the closing of Purchase Option transaction.

18.3.3 The closing of any transaction shall take place as soon as is reasonably possible, and both parties agree to act diligently and to cooperate with one another to complete closing as soon as possible, subject to the satisfaction of customary conditions to closing in favor of Company, which may be waived by Company. Closing shall occur within one hundred and eighty (180) days from Company's exercise of its Purchase Option. If closing occurs before the end of the Term, the parties shall be deemed to have mutually agreed to terminate this Agreement.

18.4 Revocation of Option Notice. Company shall have the right to revoke its Option Notice at any time. Thereafter, the Purchase Option shall be immediately reinstated.

ARTICLE 19 MEDIATION REFERENCE AND ARBITRATION

19.1 Mediation. Except to the extent precluded by Applicable Law, the parties hereby pledge and agree that prior to filing any lawsuit or submitting any dispute to arbitration pursuant to Section 19.3 (other than suits described in Section 12.2.3 or to seek provisional remedies, including injunctions), they shall first attempt to resolve any dispute between the parties pursuant to mediation conducted in accordance with the Commercial Mediation Rules of the AAA unless the parties agree on alternative rules and a mediator within fifteen (15) days after either party first gives notice. Such mediation shall be conducted in Orlando, Florida and

shall be conducted and completed within forty-five (45) days following the date either party first gives notice of mediation. If the parties fail to complete the dispute in mediation within such forty-five (45) day period, either party may initiate arbitration. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to any suit and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under Florida and other Applicable Law. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation.

19.2 Injunctive Relief. Notwithstanding anything to the contrary contained in Section 20.7 of this Agreement, Company and Franchisee will each have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, and other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as Company deems to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to Company and/or to protect the Marks of Company; or any claim or dispute involving or contesting the validity of any of the Marks. However, the parties shall contemporaneously submit their dispute for arbitration on the merits. Franchisee agrees that Company may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

19.3 Arbitration. Except as precluded by Applicable Law, any controversy or claim between Company and Franchisee arising out of or relating to this Agreement or any alleged breach hereof, and any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted before and will be heard by one arbitrator in accordance with the then-current commercial arbitration rules of the American Arbitration Association ("AAA"). Judgment upon any award rendered may be entered in any Court having jurisdiction thereof. Except to the extent prohibited by Applicable Law, the proceedings shall be held in Orlando, Florida. The arbitrator shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this Agreement including, but not limited to the method of operation, authorized product line sold or monetary obligations specified in this Agreement, amendments to this Agreement or in the Manuals be ignored, waived, modified or changed by the arbitrator at any arbitration hearing. The substantive law applied in such arbitration shall be as provided in Section 20.7 of this Agreement. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), notwithstanding any provision of this Agreement specifying the state law under which this Agreement shall be governed and construed.

19.3.1 Awards. The arbitrator will have the right to award or include in his award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, in accordance with Section 20.13 of this Agreement, provided that the arbitrator will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory

counter-claim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred.

19.3.2 Permissible Parties. Franchisee and Company agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Franchisee and Company will not be consolidated with any other arbitration proceeding involving Company and any other person or entity.

19.3.3 Survival. The provisions of this Section 19.3 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

ARTICLE 20 MISCELLANEOUS PROVISIONS

20.1 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand, one business day after transmission by facsimile or other electronic system expressly approved in the Manuals as appropriate for delivery of notices hereunder (with confirmation copy sent by regular U.S. mail), or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid, or one business day after placement with United Parcel Service or Federal Express for overnight delivery, and addressed as follows:

If to Company:	UBIF Franchising Co 2121 S. Hiawassee Rd., Suite 120 Orlando, FL 32835

With copy (which shall not constitute notice) to:

Warren Lewis
Akerman LLP
750 9th Street, NW, Suite 750
Washington, DC 20001

If to Franchisee:	The Franchisee Notice Address and, if applicable, the following address:

Any party may change his or its address by giving ten (10) days prior written notice of such change to all other parties.

20.2 Company's Right To Cure Defaults. In addition to all other remedies herein granted if Franchisee shall default in the performance of any of its obligations or breach any term or condition of this Agreement or any related agreement, Company may, at its election, immediately or at any time thereafter, without waiving any claim for default or breach hereunder and without notice to Franchisee, cure such default or breach for the account and on behalf of Franchisee, and the cost to Company thereof shall be due and payable on demand and shall be deemed to be additional compensation due to Company hereunder and shall be added to the amount of compensation next accruing hereunder, at the election of Company.

20.3 Waiver and Delay. No waiver by Company of any default or series of defaults in performance by Franchisee, and no failure, refusal or neglect of Company to exercise any right, power or option given to it hereunder or under any other franchise or license agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Store or Mobile Units) or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement, any other franchise or license agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Store or Mobile Unit(s)) or the Manuals or the Standards, shall constitute a waiver of the provisions of this Agreement or the Manuals or the Standards with respect to any subsequent default thereof or a waiver by Company of its right at any time thereafter to require exact and strict compliance with the provisions thereof. Company will consider written requests by Franchisee for Company's consent to a waiver of any obligation imposed by this Agreement. Franchisee agrees, however, that Company is not required to act uniformly with respect to waivers, requests and consents as each request will be considered on a case by case basis, and nothing shall be construed to require Company to grant any such request. Any waiver granted by Company shall be without prejudice to any other rights Company may have, will be subject to continuing review by Company, and may be revoked, in Company's sole and absolute discretion, at any time and for any reason, effective upon ten (10) days prior written notice to Franchisee. Company makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, acceptance, consent, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

20.4 Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

20.5 Successors and Assigns; Benefit. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Company and Franchisee and its or their respective heirs, executors, administrators, successors and assigns, subject to the restrictions on Assignment contained herein. This Agreement is for the benefit of the parties only, and is not intended to and shall not confer any rights or benefits upon any person who is not a party hereto.

20.6 Joint and Several Liability. If Franchisee consists of more than one person or Entity, or a combination thereof, the obligations and liabilities of each such person or entity to Company are joint and several, and such person(s) and/or Entities shall be deemed to be a general partnership.

20.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of laws principles, except that state law relating to (1) the offer and sale of franchises (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently without reference to this paragraph.

20.8 Entire Agreement. This Agreement and the Manuals contain all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements oral or otherwise shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations are merged herein and superseded hereby. Franchisee represents that there are no contemporaneous agreements or understandings relating to the subject matter hereof between the parties that are not contained herein. Franchisee has not relied on any statements or representations of any nature whatsoever, whether written or oral, made by Company or any other person, except as specifically set forth in this Agreement or in the Franchise Disclosure Document. No officer or employee or agent of Company has any authority to make any representation or promise not contained in this Agreement or in any Franchise Disclosure Document for prospective franchisees required by Applicable Law, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. This Agreement

cannot be modified or changed except by written instrument signed by all of the parties hereto. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document provided by Company in connection with this Agreement, if applicable.

20.9 Titles For Convenience. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

20.10 Gender And Construction. The terms of all Attachments hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words “include,” “includes” or “including” are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, acceptance, approval or authorization of Company which Franchisee may be required to obtain hereunder may be given or withheld by Company in its sole and absolute discretion, and on any occasion where Company is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Standards, Company may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Company and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

20.11 Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement or the Manuals and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement, the Standards or the Manuals thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any part, article, section, sentence or clause of this Agreement, the Standards or the Manuals shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

20.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

20.13 Fees and Expenses. If any party to this Agreement shall bring any arbitration, action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees and costs incurred in bringing or defending such arbitration, action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such arbitration, action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorney fees and costs, separate from the judgment, incurred in enforcing and/or collecting such judgment. The prevailing party shall be determined by the trier of fact based upon an assessment of which party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues. For the purposes of this Section, attorney fees shall

include fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

20.14 Waiver of Jury Trial; Venue. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, AND (2) THEY AGREE THAT ORLANDO, FLORIDA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

FRANCHISEE
INITIALS

COMPANY
INITIALS

ARTICLE 21 FINANCIAL COVENANT

21.1 Debt to Capital Employed. Unless Company otherwise agrees in writing, at no time during the Term shall Franchisee's ratio of debt to capital employed be greater than fifty percent (50%); and Franchisee shall promptly notify Company if at any time such ratio is greater than fifty percent (50%).

ARTICLE 22 SUBMISSION OF AGREEMENT

22.1 General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Company and Franchisee. This Agreement shall not be binding on Company unless and until it shall have been accepted and signed on its behalf by an authorized officer of Company.

ARTICLE 23 ACKNOWLEDGMENT

23.1 General. Franchisee, and its Owners, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby. Except as set forth in the Franchise Disclosure Document, if any such representation was made, Company expressly disclaims making, and Franchisee acknowledges that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this Agreement.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date of execution by

“Company”

UBIF FRANCHISING CO

Date of Execution

Name: _____

Its: _____

“Franchisee”

Date of Execution

_____,
{ } an individual;

{ } a _____ general partnership;

{ } a _____ limited partnership;

{ } a _____ limited liability company;

{ } a _____ corporation

Name: _____

Its: _____, and individually

Notice to Ohio Franchisee Only

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation (Exhibit L) for an explanation of this right.

Appendix A

Definitions

“**AAA**” shall have the meaning set forth in Section 19.3 of this Agreement.

“**Accounting Period**” means a calendar month, unless and until a different period is specified by Company.

“**Additional Training**” shall have the meaning set forth in Section 6.3.3 of this Agreement.

“**Advertising Fee(s)**” shall have the meaning set forth in Section 4.4 of this Agreement.

“**Advertising Fund**” shall have the meaning set forth in Section 4.4 of this Agreement.

“**Affiliate**” when used herein in connection with Company or Franchisee, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Company or Franchisee, as applicable. Without limiting the foregoing, the term “Affiliate” when used herein in connection with Franchisee includes any Entity ten percent (10%) or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold ten percent (10%) or more of the Equity or voting control of Franchisee. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Company or its Affiliate has any ownership interest in Franchisee, the term “Affiliate” shall not include or refer to Company or that Affiliate, and no obligation or restriction upon an “Affiliate” of Franchisee, shall bind Company, or said Affiliate or their respective direct and indirect parents or subsidiaries, or their respective officers, directors, or managers.

“**Agreement**” means this Franchise Agreement.

“**Ancillary Products and Services**” shall have the meaning set forth in Section 9.2 of this Agreement.

“**Anti-Terrorism Laws**” means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

“**Applicable Law**” means and includes applicable common law and all applicable statutes, laws, rules, codes, regulations, ordinances, policies and procedures established by any Governmental Authority, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time, including without limitation all labor, immigration, food and drug laws and regulations, and all privacy and data protection laws, rules and regulations, including the Gramm-Leach-Bliley Act, (15 U.S.C. 1601, et seq.), Drivers Privacy Protection Act, (18 U.S.C. 2721, et seq.), Payment Card Industry Data Security Standards, and all similar or related current and future federal, state and local laws, regulations and rules related to the use, disclosure and storage of data in any form, whether written or electronic.

“**Approved Products and Services**” means the services and ancillary related products specified by Company from time to time in the Manuals, or otherwise in writing, including without, limitation, any applicable National Account Participation Agreements, for offer and sale by the Store or Mobile Unit, marketed, offered,

sold, and rendered at the Store or Mobile Unit to Residential and Small Business Customers, in strict accordance with the Standards, and which may include (a) repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment; installation and set-up of computers and electronic equipment; (b) remote or on-site installation, set-up and maintenance of computer hardware, software, and other electronic equipment, (c) customer training; (d) the marketing, offer and sale of various items of approved hardware, software, accessories, ink, toner and other consumables, server infrastructure upgrades, for computers, peripheral equipment, smart phones, tablets, gaming consoles and other electronic equipment, (e) remote data backup and monitoring; (f) offering Company's Device Recommerce Program when established by Company; and (g) other sales, support and service that Company authorizes through remote, telephone, in-home or on-site sales and services.

"Area Development Agreement" means an agreement between Franchisee and Company under which Franchisee or its Affiliate has agreed to open multiple Stores and pursuant to which Franchisee has executed this Agreement.

"Assets" means all of the assets owned by Franchisee or in which Franchisee otherwise has any rights, used in connection with the Licensed Store and the Licensed Mobile Unit(s), if any: (a) all accounts, licenses, permits, and contract rights, including this Agreement, leasehold interests, all telephone and fax numbers, telephone and other directory listings, general intangibles, receivables, claims of Franchisee, all guaranties and security therefor and all of Company's right, title and interest in the goods purchased and represented by any of the foregoing; (b) all chattel paper including electronic chattel paper and tangible chattel paper; (c) all documents and instruments; (d) all letters of credit and letter-of-credit rights and all supporting obligations; (e) all deposit accounts; (f) all investment property and financial assets; (g) all inventory and products thereof and documents therefor; (h) all vehicles, furniture, fixtures, equipment, leasehold improvements, tools and machinery, wherever located and all documents and general intangibles covering or relating thereto; (i) all books and records pertaining to the foregoing, including computer programs, data, certificates, records, circulation lists, subscriber lists, advertiser lists, supplier lists, Customer Lists, customer and supplier contracts, sales orders, and purchasing records; (j) all software including computer programs and supporting information; (k) all commercial tort claims; (l) all other personal property of Franchisee of any kind used in connection with the Licensed Store; and (m) all proceeds of the foregoing, including proceeds of insurance policies.

"Assignment" shall mean and refer to any assignment, transfer, sale, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, of any interest in this Agreement or any of Franchisee's rights or privileges hereunder, or all or any substantial portion of the assets of the Licensed Store or Licensed Mobile Unit(s), if any, including the Lease; provided, each of the following shall be deemed to be an Assignment of this Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, hypothecation or other encumbrance of ten percent (10%) or more in the aggregate, whether in one or more transactions, of the Equity or voting power of Franchisee, by operation of law or otherwise, (ii) or any event(s) or transaction(s) which, directly or indirectly, effectively changes control of Franchisee; (iii) the issuance of any securities by Franchisee which itself or in combination with any other transaction(s) results in the Owners, as constituted on the Effective Date, owning less than fifty and one-tenth percent (50.1%) of the outstanding Equity or voting power of Franchisee; (iv) if Franchisee is a Partnership, the resignation, removal, withdrawal, death or legal incapacity of a general partner or of any limited partner owning ten percent (10%) or more of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; (iv) the death or legal incapacity of any Owner owning ten percent (10%) or more of the Equity or voting power of Franchisee; and (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of Franchisee, however effected.

“Competitive Activities” means to, own, operate, lend to, advise, be employed by, or have any financial interest in any business, other than a “ASURION TECH REPAIR & SOLUTIONS” Store or Mobile Unit operated pursuant to a validly subsisting franchise agreement with Company, that: (i) specializes in repair services relating to computers, smart phones, tablets, gaming consoles or other electronic equipment; or (ii) offers mobile or other electronic device trade-in services, recommerce programs or similar “cash for device” programs. Notwithstanding the foregoing, **“Competitive Activities”** shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if the owner thereof (i) is not a controlling person of, or a member of a group which controls, such Entity and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Entity.

“Continuing Royalty” shall have the meaning set forth in Section 4.2 of this Agreement.

“Co-op Advertising Regions” shall have the meaning set forth in Section 8.4 of this Agreement.

“Crisis Management Event” means any event that occurs at or about the Licensed Store, Licensed Mobile Unit(s), Office or Premises that has or may cause harm or injury to customers or staff members, such as contagious diseases, natural disasters, terrorist acts, shootings, or any other circumstance which may damage the System, Marks, or image or reputation of Stores or Company or its Affiliates.

“Customer List” shall have the meaning set forth in Section 10.5 of this Agreement.

“Day” means a calendar day unless expressly indicated to be a “business day,” and “business day” refers to any day other than Saturday, Sunday or a U.S. federal holiday, on which non-essential federal government offices are closed.

“Default” or **“default”** means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

“Deposit” shall have the meaning set forth in Section 6.3.2 of this Agreement.

“Designated Products and Services” shall have the meaning set forth in Section 9.1 of this Agreement.

“Device Recommerce Program” means Company’s program, if and when established by Company and modified by Company from time to time, for accepting used mobile and other electronic devices in exchange for payment and for purposes of resale.

Dispatch System” means a system whereby service requests submitted by customers via Internet, email, telephone or other electronic means, are received and assigned to Franchisee, other franchisees or Company-operated Mobile Units operating or available near the customers’ addresses, subject to the application of factors and criteria that Company deems appropriate from time to time. The Dispatch System may be owned, established, maintained, modified, disabled or terminated from time to time by Company, Company’s Affiliate or Company’s designee.

“EFT” shall have the meaning set forth in Section 4.6.1 of this Agreement.

“Entity” means any limited liability company, partnership, trust, association, corporation or other entity which is not an individual.

“Equity” means capital stock, membership interests, Partnership Rights, or other equity ownership interests of an Entity.

“Experienced Manager” means an individual or an Entity that is wholly-owned and controlled by an individual that has at least two (2) years of prior experience as a manager or assistant manager at a “ASURION TECH REPAIR & SOLUTIONS” Store, or has operated a Mobile Unit owned by Company or Company’s Affiliate or a franchisee.

“Expiration Date” shall have the meaning set forth in Section 1.1 of this Agreement.

“First Successor Franchise Agreement” shall have the meaning set forth in Section 3.2 of this Agreement.

“First Successor Term” shall have the meaning set forth in Section 3.2 of this Agreement.

“Force Majeure” means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which Franchisee could not by the exercise of reasonable diligence have avoided; *provided, however*, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Franchisee by any lender, landlord, contractor, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Franchisee’s financial inability to perform or Franchisee’s insolvency shall not be an event of Force Majeure hereunder.

“Franchise Disclosure Document” means a franchise disclosure document in form and content required by the Federal Trade Commission Rule on Franchising, 16 C.F.R. Part 436, and corresponding state law.

“Franchisee” shall have the meaning set forth in the preamble of this Agreement.

“Franchisee Notice Address” shall have the meaning set forth in Section 1.1 of this Agreement.

“Gift Card Program” shall have the meaning set forth in Section 7.3.7 of this Agreement.

“Gift Cards” shall have the meaning set forth in Section 7.3.7 of this Agreement.

“Governmental Authority” means and includes all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

“Gross Sales” means the total of all revenues received or receivable by Franchisee as payment, whether in cash or for credit, or other means of exchange (and, if for credit, whether or not payment is received therefor), on account of any and all goods, merchandise, services or products sold in or from the Licensed Store or Mobile Unit(s), or which are promoted or sold under any of the Marks, during each Accounting Period of the Term, whether or not Company offers such services or products in its other locations, including; (a) revenues from sales of any nature or kind whatsoever, derived by Franchisee or by any other person or Entity (including Franchisee’s Affiliate(s)) from the Licensed Store; (b) sales of all products and services, even if they are not Approved Products and Services; and (c) the imputed amount of Gross Sales used in calculating Franchisee’s losses under any business interruption insurance, before the insurer’s deduction for expenses not incurred during the loss period, but after the satisfaction of any applicable deductible. Notwithstanding the foregoing, “Gross Sales” shall exclude the following: (i) sums representing sales taxes collected directly from customers

by Franchisee in the operation of the Licensed Store, and any sales, value added or other tax, excise or duty charged to customers which is levied or assessed against Franchisee by any Federal, state, municipal or local authority, based on sales of specific goods, products, merchandise or services sold or provided at or from the Licensed Store, provided that such taxes are actually transmitted to the appropriate Governmental Authority; (ii) revenues received on account of sales of pre-paid gift cards and certificates; *provided, however*, that revenues received on redemption of such pre-paid gift cards and certificates shall be included as part of “Gross Sales;” (iii) revenues received on account of sales of devices to Company or Company’s Affiliates pursuant to the Device Recommerce Program; and (iv) revenues received by engaging in the sale of service contract programs and other monthly subscription services for National Accounts programs. For purposes of clarity, with respect to goods, merchandise, services or products sold pursuant to coupons or other discounts (which must be approved in advance by Company), Gross Sales shall not include the amount discounted from the purchase price of such goods, merchandise, services or products.

“**Heirs**” shall have the meaning set forth in Section 14.3.2 of this Agreement.

“**Information**” shall have the meaning set forth in Section 10.1 of this Agreement.

“**Information Systems**” means all electronic based hardware, software, middleware, web-based solutions, wireless, electronic interfaces, cabling, and other electronic devices, including, computer systems, point of sale (“**P.O.S.**”) and cash collection systems, data systems, network systems, printer systems, internet systems, telecommunication systems, systems, security systems, digital media systems, video and still digital cameras, power systems, and required service and support systems and programs.

“**Initial Franchise Fee**” shall have the meaning set forth in Section 1.1 of this Agreement.

“**Initial Training Fee**” shall have the meaning set forth in Section 1.1 of this Agreement.

“**Initial Term**” shall have the meaning set forth in Section 1.1 of this Agreement.

“**Initial Training Program**” shall have the meaning set forth in Section 6.1.1 of this Agreement.

“**Internet**” means collectively the myriad of computer and telecommunications facilities, including equipment and software, which comprise the interconnected worldwide network of networks that employ the TCP/IP {Transmission Control Protocol/Internet Protocol}, or any predecessor or successor protocols to such protocol, to communicate information of all kinds by fiber optics, wire, radio, or other methods of transmission.

“**Internet Referral Sources**” means operators of Internet websites (or similar referral sources) that offer to refer customers to Company and its franchises for a fee.

“**Lease**” shall mean any agreement, however denominated, that allows Franchisee to occupy a Location owned by a third party, including any lease, sublease, concession agreement, license, and similar arrangement between Franchisee and a third party.

“**Local Advertising Expenditure**” shall have the meaning set forth in Section 8.2. of this Agreement.

“**Location**” shall be the address(es) set forth on Attachment 1.

“**Manuals**” means Company’s library of operations and training manuals, including start-up manuals and franchise unit operation manuals, and any other written directive related to the System, as the same may be

amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Company as in effect and amended from time to time.

“Marks” shall mean the **“ASURION TECH REPAIR & SOLUTIONS”** name and service mark, and such other trademarks, service marks, logo types and commercial symbols as Company may from time to time authorize or direct Franchisee to use in connection with the operation of the Licensed Store.

“Mobile Unit” or **“ASURION TECH REPAIR & SOLUTIONS Mobile Unit”** means a **“ASURION TECH REPAIR & SOLUTIONS”** mobile unit being developed or operated, as the case may be, under the Marks and in accordance with the System and Standards, and specializing in the sale of the Approved Products and Services.

“Mobile Unit Level EBITDA” means earnings of the Licensed Mobile Unit(s): (i) after reduction for: (a) amounts charged for full **“Continuing Royalty”** and **“Advertising Fee”** during such period, (b) amounts spent directly on Licensed Mobile Unit(s) marketing and advertising, and (c) amounts spent on all Licensed Mobile Unit(s) labor and management expenses, including reasonable salary, benefits and bonus of the Manager of the Licensed Mobile Unit(s), but not Franchisee’s Operating Principal, and not general overhead relating to Franchisee or its Affiliates or any multi-unit management personnel; and (ii) without reduction for (a) interest, (b) taxes, (c) depreciation or (d) amortization.

“National Account(s)” means any (i) potential or existing businesses (or such businesses’ customers) that have multiple offices, facilities, retail premises, or operations located (or which Company expects to be located) within and outside of the Territory; or (ii) department store, electronics or computer retailer, **“membership based retailer,”** or other business(es) whose clientele include potential customers for Approved Products and Services.

“National Account Participation Agreement” means an agreement between Franchisee and Company where Franchisee is permitted to provide Approved Products and Services on behalf of a National Account pursuant to terms and conditions established and agreed by Company and a National Account in a separate agreement.

“Non-Recommerce Revenue” shall have the meaning set forth in Section 4.2.1 of this Agreement.

“Notice of Election” shall have the meaning set forth in Section 3.3.1 of this Agreement.

“On-Site Training” shall have the meaning set forth in Section 6.2 of this Agreement.

“Operating Principal” shall have the meaning set forth in Section 1.1 of this Agreement.

“Option Notice” shall have the meaning set forth in Section 18.1.1 of this Agreement.

“Owner” means any direct or indirect shareholder, member, general or limited partner, trustee, or other equity owner of an Entity, except, that if Company or any Affiliate of Company has any ownership interest in Franchisee, the term **“Owner”** shall not include or refer to Company or that Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon the **“Franchisee”**, or its Owners shall bind Company, or said Affiliate or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

“Partnership” means any general partnership, limited partnership, or limited liability partnership.

“Partnership Rights” means voting power, property, profits or losses, or partnership interests of a Partnership.

“Permits” means and includes all applicable franchises, licenses, permits, registrations, certificates and other operating authority required by Applicable Law.

“Premises” means the premises owned, leased or subleased by Franchisee at which the Licensed Store is located including any ancillary common area, parking lot, campus, buildings and other structures associated with the Premises.

“Provisional Territory” shall have the meaning set forth in Section 5.1.2.

“Purchase Option” shall have the meaning set forth in Section 18.1.1 of this Agreement.

“Purchase Price” shall have the meaning set forth in Section 18.2.1 of this Agreement.

“Recommerce Revenue” shall have the meaning set forth in Section 4.2.2 of this Agreement.

“Referral Commission” shall have the meaning set forth in Section 8.7.6 of this Agreement.

“Referring Businesses” shall have the meaning set forth in Section 8.7.6 of this Agreement.

“Referred Customers” shall have the meaning set forth in Section 8.7.6 of this Agreement.

“Restricted Persons” means Franchisee, and each of its Owners and Affiliates, and the respective officers, directors, managers, and Affiliates of each of them, the Operating Principal, the Store Manager(s), and the spouse and family members who live in the same household of each of the foregoing who are individuals.

“Residential and Small Business Customer” means a residential customer or a business customer with three hundred (300) or fewer employees.

“ROFR” shall have the meaning set forth in Section 13.2.3(c) of this Agreement.

“ROFR Period” shall have the meaning set forth in Section 13.2.3(c) of this Agreement.

“Second Successor Franchise Agreement” shall have the meaning set forth in Section 3.2 of this Agreement.

“Second Successor Term” shall have the meaning set forth in Section 3.2 of this Agreement.

“Site Review Request” shall have the meaning set forth in Section 5.1.3 of this Agreement.

“Store” or **“ASURION TECH REPAIR & SOLUTIONS’ Store”** means a “ASURION TECH REPAIR & SOLUTIONS” store being developed or operated, as the case may be, under the Marks and in accordance with the System and Standards, and specializing in the sale of Approved Products and Services.

“Store Level EBITDA” means earnings of the Licensed Store : (i) after reduction for: (a) amounts charged for full “Continuing Royalty” and “Advertising Fee” during such period, (b) amounts spent directly on Store marketing and advertising, and (c) amounts spent on all Licensed Store labor and management expenses, including reasonable salary, benefits and bonus of the Store Manager of the Licensed Store but not Company’s

Operating Principal, and not general overhead relating to Franchisee or its Affiliates or any multi-unit management personnel; and (ii) without reduction for (a) interest, (b) taxes, (c) depreciation or (d) amortization.

“Store Manager” means an individual, acceptable to, and certified by Company, and responsible for overseeing the operation of the Licensed Store or a Licensed Mobile Unit.

“Successor Franchise Agreements” shall have the meaning set forth in Section 3.2 of this Agreement.

“Successor Franchise Right” shall have the meaning set forth in Section 3.2 of this Agreement.

“Successor Terms” shall have the meaning set forth in Section 3.2 of this Agreement.

“Supplier” shall have the meaning set forth in Section 9.2 of this Agreement.

“System” means Company’s operating methods and business practices related to its Stores and Mobile Units, and the relationship between Company and its franchisees, including without limitation defined product and services offerings; distinctive interior and exterior Store and Mobile Unit designs, including architectural designs, layout plans, and other items of trade dress; methodologies and specifications for repair and other services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment; tools, supplies, equipment, furnishings, fixtures, and uniforms; signage; Trade Secrets and other confidential information; restrictions on ownership; dispatch , inventory and replacement part supply and management systems, methods and requirements; Device Recommerce Program requirements; recommended best practices and the Standards; management and technical training programs; and marketing and public relations programs; all as Company may supplement and modify the same from time to time.

“Standards” means the specifications, standards, operating procedures, policies, rules, regulations, procedures, protocols, restrictions, and administrative procedures Company requires for implementing the System and operation of a “ASURION TECH REPAIR & SOLUTIONS” Store and Mobile Unit, as supplemented and modified by Company from time to time in writing.

“Technology and Customer Support Fee” shall have the meaning set forth in Section 4.3 of this Agreement.

“Term” shall have the meaning set forth in Section 3.1 of this Agreement including any extensions thereof.

“Territory” shall have the meaning set forth in Section 2.3.1 of this Agreement.

“Terrorist Lists” means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including the U.S. Treasury Department’s Office of Foreign Asset Control (“OFAC”), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

“Total Ticket Price” shall have the meaning set forth in Section 8.7.6 of this Agreement.

“Trade Secrets” means proprietary and confidential information, including, specifications, procedures, policies, concepts, systems, know-how, plans, software, strategies, and methods and techniques of operating the Licensed Store or a Licensed Mobile Unit and producing and performing Approved Products and Services, excluding information that is or becomes a part of the public domain through publication or

communication by third parties not bound by any confidentiality obligation or that Franchisee can show was already lawfully in Franchisee's possession before receipt from Company.

"Travel Expenses" means costs and expenses incurred by or assessed in connection with travel, including airfare, hotel/lodging, local transportation, meals, and, with regard to Company's employees', agents' and/or representatives' expenses, a per diem charge determined by Company in advance, with respect to other incidental expenses incurred, including, without limitation, laundry and/or telephone expenses.

"Trigger Date" means the earliest to occur of: (a) twenty-four (24) months following the opening date of the Licensed Store; (b) twenty-four (24) months following the opening date of the first Store opened under an Area Development Agreement, if applicable; or (c) if applicable, the day on which such Area Development Agreement is terminated, if terminated due to Franchisee's failure to meet its Development Obligation thereunder.

"Website(s)" means any website or websites established on the Internet for the promotion of ASURION TECH REPAIR & SOLUTIONS Stores or Mobile Units, either exclusively or conjunction with the promotion of other ASURION or ASURION TECH REPAIR & SOLUTIONS products and services. The Website(s) may be owned, established, maintained, modified, disabled or terminated from time to time by Company, Company's Affiliate(s) or Company's designees(s).

Attachment 1
Location and Territory

The street address of the Location is as follows:

Provisional Territory

Territory

The Territory shall be as follows (**CHECK ONE**):

{ } A radius of one (1) mile surrounding the Location of the Licensed Store.

{ } A radius of three (3) miles surrounding the Location of the Licensed Store.

{ } The area outline on the attached map and described as follows:

* If the Territory or Provisional Territory is defined by streets, highways, freeways, or other roadways, or rivers, streams, or tributaries, then the boundary of the Territory shall extend to the center of each such street, highway, freeway, or other roadway, or river, stream or tributary.

Company:

Franchisee:

UBIF Franchising Co

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment 2
Electronic Funds Transfer
Authorization To Honor Charges Drawn By and Payable To

UBIF FRANCHISING CO

Bank Name	Account No.	ABA#	FEIN
_____	_____	_____	_____

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same as it if were a check drawn and signed by the Depositor. It is further agreed that is any such debit is not honored, whether with or without cause and whether intentionally or inadvertently, depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization.

- (1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.
- (2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
- (3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository:_____

Name of Depositor:_____

Designated Bank Account:_____

(Please attach one voided check for the above account)

Store Location:_____

Store #:_____

For information call:_____

Address:_____

Phone #:_____

Fax #:_____

Name of Franchisee/Depositor (please print)

By:_____

Signature and Title of Authorized Representative

Date:_____

Attachment 3

Entity Information

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(1) Franchisee is a (check as applicable):

- ☐ corporation
- ☐ limited liability company
- ☐ general partnership
- ☐ limited partnership
- ☐ Other (specify): _____

(2) Franchisee shall provide to Company concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing ("Entity Documents").

(3) Franchisee promptly shall provide such additional information as Company may from time-to-time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

(4) The name and address of each of Franchisee's Owners, members, or general and limited partner:

<u>Name</u>	<u>Address</u>	<u>Number of Shares / % Interest</u>

_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) There is set forth below the names, and addresses and titles of Franchisee's principal officers or partners who will be devoting their full time to the Store:

<u>Name & Title</u>	<u>Address</u>

_____	_____
_____	_____
_____	_____

(6) The address where Franchisee's Financial Records, and Entity records (e.g., Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc.) are maintained is:

Attachment 4
Franchisor Addendum

This Addendum to Lease ("Addendum"), dated _____, 20____, is entered into between _____("Landlord"), and _____("Tenant").

RECITALS

- A. The parties have entered into a Lease Agreement, dated _____, 20 , (the "Lease") pertaining to the premises located at _____(the "Premises").
- B. Landlord acknowledges that Tenant has agreed to operate a retail store at the Premises pursuant to Tenant's Franchise Agreement (the "Franchise Agreement") with UBIF Franchising Co ("Franchisor") under the name "Asurion Tech Repair & Solutions" or other name designated by Franchisor (the "Store").
- C. The parties desire to amend the Lease in accordance with the terms and conditions contained in this Addendum to provide Franchisor the opportunity to preserve the Premises as a Franchisor branded retail outlet as provided herein.

AGREEMENT

Landlord and Tenant agree to amend the Lease as follows:

- 1. Exclusivity. So long as Franchisee is not in default under the terms of the Lease past any applicable notice and cure period, Franchisee shall have the exclusive right to be the only facility operating as a retail business specializing in repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment within the Shopping Center;
- 2. Remodeling and Decor. Landlord agrees that Tenant has the right to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Tenant is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Tenant may operate a Store on the Premises. Any remodel of the building and/or its signs shall be subject to Landlord's prior and reasonable approval.
- 3. Assignment by Tenant.
 - (a) Tenant does not have the right to sublease or assign the Lease to any third party without Franchisor's (and, to the extent required under the Lease and subject to the provisions of this Addendum, Landlord's) written approval.
 - (b) So long as Tenant is in not in default under the Lease beyond any applicable notice and cure periods (as they may be extended with respect to Franchisor pursuant to Section 3(a) below), Tenant has the right to assign all of its right, title and interest in the Lease to Franchisor, its affiliates or its parent company, during the term of the Lease, including any extensions or renewals, without first obtaining Landlord's consent and without transfer or assignment cost or expense to Tenant or Franchisor or its designated affiliate (the "Franchisor Entity"). No assignment will be effective, however, until the Franchisor Entity gives Landlord written notice of its acceptance of the assignment. The Franchisor Entity will be responsible only for the Lease obligations and liabilities incurred after the effective date of the assignment and only until such time as the Lease is further assigned pursuant to Section 2(c).
 - (c) If the Franchisor Entity elects to assume the Lease, under this Section 2 or unilaterally assumes

the lease as provided for in Section 3(a) or 4, Landlord and Tenant agree that (i) Tenant will remain liable for the responsibilities and obligations, including amounts owed to Landlord, prior to the date of assignment and assumption, and (ii) the Franchisor Entity will have the right to assign or sublease the Premises to another franchisee with Landlord's prior reasonable approval (not to be unreasonably withheld, conditioned or delayed), provided the franchisee meets Franchisor's then current standards and requirements for franchisees and agrees to operate the Store as an Asurion Tech Repair & Solutions Store pursuant to a Franchise Agreement with Franchisor. Upon receipt by Landlord of an assumption agreement pursuant to which the assignee agrees to assume the Lease and to observe the terms, conditions and agreements on the part of Tenant to be performed under the Lease, the applicable Franchisor Entity shall thereupon be released from all liability as tenant under the Lease from and after the date of assignment, without any need of a written acknowledgment of such release by Landlord.

4. Default and Notice.

- (a) Landlord shall send Franchisor copies of all notices of default it gives to Tenant concurrently with giving such notices to Tenant. If Tenant fails to cure any defaults within the period specified in the Lease, Landlord shall promptly give Franchisor written notice thereof, specifying the defaults Tenant failed to cure. Franchisor (directly or through any affiliate) has the right, but not the obligation, to unilaterally assume the Lease if Tenant fails to cure. Franchisor shall have 15 days from the date Franchisor receives such notice to exercise, by written notice to Landlord and Tenant, its right for Franchisor or a Franchisor Entity to assume the Lease. Franchisor or the Franchisor Entity shall have an additional 15 days from the expiration of Tenant's cure period in which to cure the default or violation.
- (b) All notices to Franchisor must be sent by registered or certified mail, postage prepaid, to the following address:

UBIF Franchising Co
2121 S. Hiawassee Rd., Suite 120
Orlando, FL 32835
Attention: Legal

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

5. Termination, Non-Renewal, Expiration.

- (a) If the Franchise Agreement is terminated for any reason during the term of the Lease or any extension thereof, Franchisor (directly or through any affiliate) has the right, but not the obligation, to unilaterally assume the Lease by giving Landlord written notice. Within 30 days after receipt of such notice, Landlord shall give Franchisor written notice specifying any defaults of Tenant under the Lease.
- (b) If the Lease contains term renewals or extension(s) and if Tenant allows the term to expire without exercising said right(s), Landlord shall give Franchisor written notice thereof, and Franchisor (directly or through any affiliate) shall have the option, for thirty (30) days after receipt of said notice, to exercise the Tenant's renewal or extension right(s) on the same terms and conditions as are contained in the Lease. If a Franchisor Entity elects to exercise such rights(s), it shall so notify Landlord in writing, whereupon Landlord and Franchisor Entity shall

execute and deliver an agreement whereby the Franchisor Entity assumes the Lease effective at the commencement of the extension or renewal term.

6. Access to Premises Following Expiration or Termination of Lease. Upon the expiration or termination of the Lease, Landlord will cooperate with and assist the Franchisor Entity in gaining possession of the Premises and if a Franchisor Entity does not elect to enter into a new lease for the Premises with Landlord on terms reasonably acceptable to the Franchisor Entity, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord, except for any damages caused by Franchisor's willful misconduct or gross negligence, to remove all signs, awnings, and all other items identifying the Premises as an Asurion Tech Repair & Solutions Store and to make such other modifications (such as repainting) as are reasonably necessary to protect the Asurion Tech Repair & Solutions™ marks and system. In the event Franchisor (directly or through any affiliate) exercises its option to purchase assets of Tenant, Landlord must permit Franchisor or its affiliate to remove all such assets being purchased.
7. Additional Provisions.
 - (a) Landlord hereby acknowledges that the provisions of this Addendum are required pursuant to the Franchise Agreement under which Tenant plans to operate its business and the Tenant would not lease the Premises without this Addendum.
 - (b) Landlord further acknowledges that Tenant is not an agent or employee of Franchisor and the Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Landlord has entered into this Addendum with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor, unless and until the Lease is assigned to, and accepted in writing by, Franchisor or its parent company.
 - (c) The Franchisor Entity may elect not to assume or be bound by the terms of any amendment to the Lease executed by Tenant without obtaining Franchisor's prior written approval, which shall not be unreasonably withheld or delayed.
8. Modification. No amendment or variation of the terms of this Addendum is valid unless made in writing and signed by Landlord, Tenant and Franchisor.
9. Reaffirmation of Lease. Except as amended or modified in this Addendum, all of the terms, conditions and covenants of the Lease remain in full force and effect and are incorporated by reference and made a part of this Addendum as though copied herein in full. In the event of any conflict between the terms of this Addendum and those in the Lease, the terms of this Addendum shall control.
10. Beneficiary. Landlord and Tenant expressly agree that Franchisor is a third party beneficiary of this Addendum with independent enforcement rights.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

TENANT:

LANDLORD:

By:_____
Its:_____

By:_____
Its:_____

Exhibit A-1

Mobile Unit Lease Addendum to Franchise Agreement

MOBILE UNIT LEASE ADDENDUM TO FRANCHISE AGREEMENT(S)

This MOBILE UNIT LEASE ADDENDUM TO FRANCHISE AGREEMENT(S) (this “**Addendum**”) is made this ____ day of _____, 20__ (the “**Addendum Effective Date**”) by and between **UBIF Franchising Co.**, a Florida corporation (“**Company**”), and _____, a(n) _____ (“**Franchisee**”) supplements and amends, as applicable, the Franchise Agreement (as defined below). Company and Franchisee may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

Recitals

A. Company and Franchisee are parties to the following franchise agreements (together with all addendum and amendments thereto the “**Franchise Agreements**” or “**Franchise Agreement(s)**”):

B. Franchisee is obtaining, or expects to obtain, one or more vehicle leases (collectively the “**Lease**”) from Automotive Rentals, Inc., its successors and assigns (collectively, “**Lessor**”) in connection with the development and operation of Mobile Units.

C. The Lease will be (i) guaranteed by Franchisee’s Owners, and (ii) subject to the terms of the Participation Agreement and other lease documents and instruments (collectively the “**Lease Documents**”).

D. As a condition entering into the Lease, (i) Lessor has required Company to guarantee the repayment and performance of the Lease, and (ii) Company requires Franchisee to agree to the terms of this Addendum.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this Addendum, the Parties agree as follows:

Agreement

1. Acknowledgements and Agreements Regarding Lease and Application of this Addendum.

Franchisee acknowledges and agrees as follows: (1) Company and its designees shall have the right to unrestricted communications with Lessor regarding Franchisee, the Lease and the exercise and enforcement of rights under the Lease Documents, the Franchise Agreement(s), any Area Development Agreement, and each other agreement between Franchisee and Company; and (2) the vehicles leased pursuant to the Lease shall only be used for the business conducted pursuant to the Franchise Agreement(s).

This Addendum shall be attached to each such franchise agreement listed above (together with this Addendum each addendum and amendment to such franchise agreement, a “**Franchise Agreement**”). The Addendum shall amend each Franchise Agreement. Capitalized terms used herein, unless expressly otherwise provided, shall have the meanings set forth in the applicable Franchise Agreement to which it is attached or otherwise amends.

2. Cross Defaults.

Franchisee agrees that any default by Franchisee under the terms and conditions of the Franchise Agreement, any Area Development Agreement, any Lease, the Lease Documents, or any other agreement between Company (or its Affiliates) and Franchisee (or any Affiliate of Franchisee), or any default by Franchisee (or any Affiliate of Franchisee) of its obligations to any Co-Op Advertising Region of which it is a member, shall be deemed to be a default of each and every said agreement.

Upon default of the Lease Documents, and thus a cross-default of the Franchise Agreement, Company may, at its option, require Franchisee to sell to Company or its designate, such equipment and furnishings as Company may designate in accordance with Section 15.1.2 of the Franchise Agreement. Company may offset against any obligations it may have any amounts owed by Franchisee to Company or its Affiliate.

3. Transfers.

Notwithstanding anything to the contrary contained in the Franchise Agreement or any Area Development Agreement, Company may condition any proposed Assignment of such agreement(s) upon the full repayment of the Lease and satisfaction of all of Franchisee's obligations under the Lease Documents, in addition to any other conditions permitted pursuant to the Franchise Agreement and any Area Development Agreement.

4. Effect of Addendum.

Except as expressly amended by this Addendum, the Franchise Agreement and each of the other Franchise Agreements shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the Franchise Agreement, this Addendum shall control. In accordance with the Franchise Agreement, Franchisee shall protect, defend and indemnify Company, and all of its past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees, and each of them, and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged breach or default of the Lease. No other agreements concerning the subject matter of this Addendum, oral or otherwise, unless expressly referred to and referenced herein, shall be deemed to exist or to bind any of the parties hereto. All prior or contemporaneous agreements, understandings and representations relating to the subject matter hereof are merged and are expressly superseded by this Addendum and the agreements expressly referenced herein. Franchisee has not relied on any statements or representations of any nature whatsoever, whether written or oral, made by Company or any other person, except as specifically set forth in this Addendum or in any Franchise Disclosure Document delivered by Company in connection with this Addendum, if applicable. To the extent applicable, this Addendum shall amend the terms of the Area Development Agreement. Nothing in this Addendum or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document provided by Company in connection with this Addendum, if applicable. This Addendum cannot be amended, modified or changed except by written instrument signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereof have executed this Addendum as of the date first written above.

“Company”

UBIF FRANCHISING CO

Name:_____
Its:_____

“Franchisee”

a(n) _____

Name:_____
Its:_____

The undersigned guarantors of Franchisee’s payment and performance of the Franchise Agreement, including this Addendum and any other addendum to the Franchise Agreement, hereby consent to Franchisee entering into this Addendum and each other addendum and that the payment and performance of the obligations of this Addendum and such other addendum shall be deemed one of the Obligations guaranteed pursuant to the Continuing Guaranty.

“Guarantors”

Exhibit A-2

Satellite Unit Addendum to Franchise Agreement

ADDENDUM TO THE FRANCHISE AGREEMENT

FOR

A SATELLITE UNIT

THIS ADDENDUM (this “**Addendum**”) is made and shall be effective as of the ____ day of _____, 20__ by and between UBIF Franchising Co, a Florida corporation (“**Company**”), and _____, a _____ (the “**Franchisee**”), with reference to the following facts:

A. Company and Franchisee are a party to that certain Franchise Agreement dated as of _____, 20__ , as may be amended from time to time (the “**Agreement**”) for the operation of a Store located at _____.

B. Franchisee desires to operate an additional business unit which may also include one or more Mobile Unit(s) (collectively, the “**Satellite Unit**”) as further described herein; and Company is willing to grant Franchisee the rights to operate such Satellite Unit pursuant to the terms of the Agreement and this Addendum.

C. Company and Franchisee desire to amend and otherwise reaffirm the terms of the Agreement as set forth in this Addendum, including the designation of a Satellite Unit described in this Addendum to be operated under the Agreement.

NOW, THEREFORE, Company and Franchisee agree as follows:

1. Grant. Pursuant to Section 2.1 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Addendum, Company licenses and grants the right to the Franchisee, and the Franchisee hereby accepts the license and grant and agrees to operate the Satellite Unit in the following location:

2. Term. The initial term of this Addendum shall commence on the date first written above and shall expire on _____, unless earlier terminated or extended pursuant hereto. If the Agreement is still in effect at the end of the initial term, and the Franchisee has performed all obligations due under the Agreement as amended by this Addendum, this Addendum shall automatically renew for additional one-year periods unless Company or Franchisee has given the other party 30 days’ prior written notice of its desire not to renew this Addendum.
3. Termination. The Company may terminate this Addendum with or without Cause upon 90 days’ prior written notice to Franchisee. For the avoidance of doubt, the Company may pursue all available options set forth in Article 15 of the Franchise Agreement upon termination or expiration of this Addendum.
4. Royalties and Fees. Pursuant to Article 4 of the Agreement, all royalties and fees applicable to Franchisee’s Gross Sales in its Store and Mobile Unit(s) shall equally apply to Franchisee’s Gross Sales attributable to

the Satellite Unit, including, but not limited to, the Continuing Royalty, the Technology and Customer Support Fee, the Advertising Fee, and the Dispatch Fee.

5. Commencement. Franchisee will make commercially reasonable best efforts to ensure that the Satellite Unit will be fully equipped, staffed and otherwise operational in accordance with the Company's Standards by , 20__.
6. Exclusivity. Notwithstanding Franchisee's rights under Section 2.3.1 of the Franchise Agreement, Franchisee acknowledges and agrees that all rights to operate the Satellite Unit pursuant to this Addendum are non-exclusive and that Company may own, operate and license others to own and operate other Store(s), Mobile Units and/or other methods of distribution of Approved Products and Services whether or not under the "Asurion Tech Repair & Solutions" name and Marks. Without limiting the generality of the foregoing, Franchisee acknowledges and agrees that Company's agreement not to open or operate, or license others to open or operate, any Store under the "Asurion Tech Repair & Solutions" name and Marks, at any physical site within the Territory, does not apply to or bar the operation of Mobile Unit(s) by Franchisee, Company, Company's Affiliate or by any other franchisee. For clarity, the Territory, set forth in Section 2.3.1 in the Franchise Agreement refers only to traditional Stores with fixed physical sites within the described geographical area and does not apply to a Satellite Unit.
7. Miscellaneous. Franchisee hereby agrees that the Satellite Unit described above shall be governed by the terms of the Agreement, as amended by this Addendum. This Addendum shall be attached to, incorporated in, and become and constitute a part of the Agreement. Capitalized terms used but not otherwise defined in this Addendum, shall have the meaning ascribed to them in the Agreement. Franchisee acknowledges and agrees to all of its obligations under the Agreement as if entered into, undertaken and otherwise made again this day and reaffirms the continuing existence and validity of the Agreement. Subject to its terms and conditions, the Agreement is in full force and effect as of the date of this Addendum and shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Company and Franchisee, intending to be legally bound, have duly executed and delivered this Addendum as of the day and year first above written.

UBIF FRANCHISING CO

By: _____

Title: _____

Date: _____

FRANCHISEE

By: _____

Title: _____

Date: _____

Exhibit B

Area Development Agreement

UBIF FRANCHISING CO
AREA DEVELOPMENT AGREEMENT

BY AND BETWEEN

UBIF FRANCHISING CO

AND

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UBIF FRANCHISING CO

AREA DEVELOPMENT AGREEMENT

THIS **AREA DEVELOPMENT AGREEMENT** (the “**Agreement**”) is made and entered into this ____ day of _____, 20____, (the “**Effective Date**”) by and between **UBIF FRANCHISING CO**, a Florida corporation (the “**Company**”) and _____, a(n) _____ (“**Franchisee**”) with reference to the following facts:

A. Company has the right to license the “ASURION TECH REPAIR & SOLUTIONS” name and service mark, and such other trademarks, trade names, service marks, logotypes, insignias, trade dress and designs used in connection with the development, operation and maintenance of ASURION TECH REPAIR & SOLUTIONS Stores operated in accordance with Company’s prescribed methods and business practices.

B. Company desires to expand and develop the Stores in the Development Area, and Franchisee wishes to develop Stores in the Development Area, upon the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows: ***

ARTICLE 1 GRANT OF DEVELOPMENT RIGHTS

1.1 Certain Fundamental Definitions and Applicable Information. In this Agreement, in addition to those terms defined in Appendix A and elsewhere in this Agreement, the following terms, shall have the meanings set forth below, unless the context otherwise requires:

“**Franchisee Notice Address**” is:

Fax No. _____

“**Initial Development Fee**” means \$_____. (See Section 5.1)

1.2 Grant of Development Rights.

1.2.1 Upon the terms and subject to the conditions of this Agreement, Company hereby grants to Franchisee, and Franchisee hereby accepts, the right and obligation, during the Term (defined below), to develop Stores in the geographic area defined in Attachment 1, which is attached hereto and by this reference made a part hereof (the “**Development Area**”).

1.2.2 No right or license is granted to Franchisee hereunder to use any trademarks, trade names, service marks, logotypes, insignias, trade dress or designs owned by Company, such right and license being granted solely pursuant to Franchise Agreements executed pursuant hereto. Without limiting the generality of the foregoing, nothing in this Agreement shall permit Franchisee to own or operate a Store, except pursuant to duly executed and subsisting Franchise Agreement. Franchisee shall not use such trademarks, trade names, service marks, logotypes, insignias, trade dress or designs in any manner or for any purpose, including in connection with any offering of securities or any request for credit, without the prior express written approval of Company.

1.3 Exclusivity.

1.3.1 During the Term of this Agreement, Company and its Affiliates shall not operate or grant a license or franchise to any other person to operate a Store under the Company's Marks at any fixed physical site located within the Development Area. The foregoing shall not prohibit the operation of Mobile Units within the Development Area, by Company, Company's Affiliates, or by other franchisees, regardless of proximity to Stores developed by Franchisee pursuant to this Agreement.

1.3.2 Except to the limited extent expressly provided in Section 1.2.1 of this Agreement, the license granted to the Franchisee under this Agreement is nonexclusive and Company expressly reserves all other rights ("Reserved Rights") including, the exclusive, unrestricted right, in its discretion, directly and indirectly, itself and through its employees, Affiliates, representatives, franchisees, licensees, assigns, agents and others:

(a) To own or operate, and to license others (which may include its Affiliates) to own or operate Stores at any location outside the Development Area and regardless of proximity to the Stores developed pursuant hereto, (ii) to own or operate, and to license others (which may include Company's Affiliates) to own or operate other stores operating under names other than the Company's Marks at any location, and of any type whatsoever, within or outside the Development Area and regardless of their proximity to the Stores developed pursuant hereto; and (iii) to advertise and promote Approved Products and Services at any location and by any means, including the Internet;

(b) To provide repair work on products "mailed-in" by customers and/or provide customer support and assistance remotely, to customers wherever located, including to customers located within the Development Area, and to solicit such repair work, support and assistance by means of the Internet, the Website, direct mail advertising and other distribution methods, whether or not operating under the name "ASURION TECH REPAIR & SOLUTIONS";

(c) To accept mail-in electronic devices in exchange for payment or resale and/or provide electronic device recommerce-related support and assistance to customers wherever located, including to customers located within the Development Area and at any location (regardless of its proximity to the Stores developed pursuant hereto), and to solicit such electronic devices by means of the Internet, the Website(s), direct mail advertising and other distribution methods;

(d) To promote, market, offer, sell and re-sell merchandise and other products, via the Internet, direct mail advertising, or other distribution methods or channels of commerce, including to customers located within the Development Area and at any location (regardless of its proximity to the Stores opened pursuant hereto);

(e) To provide goods and services, to or for National Accounts at any location within and outside the Development Area and regardless of proximity to Stores developed pursuant to this Agreement; and

(f) To own, operate and license others to own and operate mobile units whether or not under the "ASURION TECH REPAIR & SOLUTIONS" name and Marks within or outside the Development Area. All rights to operate Mobile Units are non-exclusive. Without limiting the generality of the foregoing, Franchisee acknowledges and agrees that Company's agreement not to open or operate, or license other to open or operate, any Store under the "ASURION TECH REPAIR & SOLUTIONS" name and Marks, at any physical site within the Development Area, does not bar the operation of mobile units by Franchisee, Company, Company's Affiliate or by any other franchisee; and

(g) To establish and operate, and to grant others the right to establish and operate, Stores that are located within non-traditional venues in or outside the Development Area, including, without limitation, convention centers, military bases, airports, hotels, sports facilities, theme parks, hospitals, college campuses, transportation facilities, venues in which master concessionaires provide foodservice, and similar captive market locations.

ARTICLE 2 FRANCHISEE'S DEVELOPMENT OBLIGATION

2.1 Development Obligation.

2.1.1 Within each Development Period specified in Attachment 2, Franchisee shall construct, equip, open and thereafter continue to operate within the Development Area, not less than the cumulative number of Stores required by the Development Obligation for that Development Period.

2.1.2 Notwithstanding Section 2.1.1, if Company determines, in its sole discretion, that Franchisee in good faith is using its best efforts to comply with the Development Obligation, then upon Franchisee's written request, and execution of Company's withdrawal authorization form, Company may permit Franchisee to extend, for a period of time determined by Company not to exceed twelve (12) months, the date by which one franchised Store is required to be opened under the Development Obligation. Franchisee shall execute the Franchise Agreement and pay the entire amount of the Initial Franchise Fee due under the Franchise Agreement. Only then will Franchisee be eligible for the extension program, which consists of monthly withdrawals by Company from Franchisee's bank account per the following schedule: one thousand dollars (\$1,000) for each of the first six (6) months of extension, and fifteen hundred dollars (\$1,500) per month for months seven through twelve (7-12). Franchisee must execute Company's standard withdrawal authorization form. Extension option fee amounts shall be drafted from the account specified in such withdrawal authorization form until the Store opens. Any such extension granted by Company shall apply to one (1) franchise Store only and shall not apply to any other franchise Store required by the Development Obligation. The extension option fee paid for any month shall not be refunded under any circumstances and shall not be credited against any franchise fee payable to Company. Notwithstanding the foregoing, if Company grants Franchisee an extension for a franchise Store and subsequently determines in its sole reasonable discretion that Franchisee is not using its best efforts to open and operate such Store within a reasonable period of time following the date of the grant of extension, Company may terminate the extension grant for such franchise.

2.1.3 Stores developed hereunder which are open and operating and which have been assigned to Affiliates of Franchisee in accordance with Section 7.2.2 with Company's consent, shall count in determining whether Franchisee has satisfied the Development Obligation for so long as the applicable Affiliate continues to operate the Store and to satisfy the conditions set forth in Section 7.2.2.

2.1.4 For avoidance of doubt, Mobile Units developed by Franchisee shall not count as a Store in determining whether Franchisee has satisfied the Development Obligation.

2.2 Timing of Execution of Leases and Franchise Agreements. Notwithstanding anything to the contrary contained herein, on or before the date which is one hundred twenty (120) days before the end of each Development Period, Franchisee shall have executed (in accordance with this Agreement) a lease (or purchase agreement) and Franchise Agreement and paid the required Initial Franchise Fee, for each Store which is required to be constructed, equipped, opened and thereafter operated by the end of such Development Period.

2.3 Force Majeure.

2.3.1 Subject to Franchisee's continuing compliance with Section 2.3.2, should Franchisee be unable to meet the Development Obligation for any Development Period solely as the result of Force Majeure or any legal disability of Company to deliver a Franchise Disclosure Document pursuant to Section 6.2 of this Agreement, which results in the inability of Franchisee to construct or operate the Stores in all or substantially all of the Development Area pursuant to the terms of this Agreement, the particular Development Period during which the event of Force Majeure (or Company's legal disability to deliver a Franchise Disclosure Document) occurs shall be extended by an amount of time equal to the time period during which the Force Majeure (or Company's legal disability to deliver a Franchise Disclosure Document) shall have existed during that Development Period. Development Periods during which no such Force Majeure (or legal disability) existed shall not be extended. Other than as a result of Force Majeure or Company's legal disability to deliver a Franchise Disclosure Document, any delay in Company's issuance of acceptance of any site under Article 6, including, as a result of Franchisee's failure to satisfy the conditions set forth in Section 6.3 of this Agreement, shall not extend any Development Period.

2.3.2 In the event of the occurrence of an event which Franchisee claims to constitute Force Majeure, Franchisee shall provide written notice to Company in writing within five (5) days following commencement of the alleged Force Majeure which notice shall include the words "Force Majeure" and explicitly describe the specific nature and extent of the Force Majeure, and how it has impacted Franchisee's performance hereunder. Franchisee shall provide Company with continuous updates (no less frequently than once each week) on Franchisee's progress and diligence in responding to and overcoming the Force Majeure, and shall notify Company immediately upon cessation of such Force Majeure, and provide all other information as may be requested by Company. If Franchisee shall fail to notify Company of any alleged Force Majeure within said five (5) days, or shall fail to provide any such updates during the continuance of the alleged Force Majeure, Franchisee shall be deemed to have waived the right to claim such Force Majeure.

2.4 Franchisee May Not Exceed Development Obligation. Unless Company shall otherwise consent in writing, Franchisee may not construct, equip, open and operate more than the total number of Stores comprising the Development Obligation.

ARTICLE 3 DEVELOPMENT AREA

3.1 Company's Right to Develop. Notwithstanding Section 2.1, above, if during the Term of this Agreement, Franchisee is unable or unwilling, or fails for any reason (except due to Force Majeure as provided in Section 2.3), to satisfy the Development Obligation (subject to any extension pursuant to Section 2.1.2), this Agreement shall automatically terminate upon notice by Company to Franchisee. Upon such termination, Company may, but has no obligation to, open and operate, or license others to (or grant others development rights to) open and operate, Stores at any site(s) within the Development Area, excluding sites in any Territory granted to Franchisee pursuant to the individual Franchise Agreement for each then existing Store located in the Development Area while such Franchise Agreement remains in effect.

3.2 Territory for Each Individual Store. Each Franchise Agreement executed pursuant hereto shall provide a Territory within which Company and its Affiliates may not open or operate, or franchise or license the operation of, any Store (subject to certain conditions, reserved rights and other limitations provided for in the Franchise Agreements). The geographic area comprising the Territory shall be prescribed by Company in the **Site Acceptance Letter** it issues for the Store (the "**Territory**"). In prescribing the Territory, Company may select a geographic area within a one (1) mile straight line radius from the front door of the applicable store if the store is in an urban area or a three (3) mile straight line radius from the front door of the store if the store is in a suburban area or a different geographical area containing a combined day-time store and residential population of about one hundred thousand (100,000) people, but may assign a larger or smaller area after taking into consideration other factors, such as density and other demographic characteristics of the

population surrounding the applicable store location, size and capacity, the proximity to other Stores, the proximity to destination sites, whether that store is in an area that may be subject to significant day-part population changes, and other factors. Company will use demographic data from sources that it deems reasonably reliable. Franchisee's rights in the Territory are subject to Company's Reserved Rights.

ARTICLE 4

TERM OF AREA DEVELOPMENT AGREEMENT

4.1 Term. The term of this Agreement shall commence on the Effective Date and, unless otherwise negotiated, terminated or extended as provided herein, shall continue until the earlier of (i) the third (3rd) anniversary of the Effective Date, or (ii) the date of execution of the Franchise Agreement granting Franchisee the right to open the last Store necessary for Franchisee to fully satisfy the Development Obligation (the "**Term**").

4.2 Limited Additional Development Right. If Franchisee shall determine that it desires to engage in further development of the Development Area in excess of the Development Obligation, Franchisee shall at the earlier of (i) one hundred eighty (180) days prior to the scheduled expiration of the Term or (ii) the date on which acceptance of the proposed site for the last Store required to meet the Development Obligation is issued, notify Company in writing ("**Additional Development Notice**") of Franchisee's desire to develop additional Stores in the Development Area and a plan for such development over a new mutually agreed upon term, setting forth the number of proposed Stores and the deadlines for the development of each of them within such proposed term. This right of additional development by Franchisee shall be exercised only in accordance with Section 4.3 and is subject to the conditions set forth in Section 4.4. This Agreement is not otherwise renewable.

4.3 Exercise of Right of Additional Development.

4.3.1 If Company determines the additional development obligation proposed by the Additional Development Notice is unacceptable in any respect(s), Company and Franchisee shall (subject to Section 4.4) negotiate during the following sixty (60) days in an effort to reach a mutually agreeable additional development obligation. Each party may negotiate to protect its own interests as it deems appropriate in its discretion.

4.3.2 If the additional development obligation proposed by the Additional Development Notice is acceptable to Company, or if Company and Franchisee reach agreement on an alternative additional development obligation (the "**Additional Development Obligation**") within said sixty (60) day period, then Company shall deliver to Franchisee a copy of Company's then-current Franchise Disclosure Document, if required by Applicable Law, and two copies of the then-current area development agreement, which may vary substantially from this Agreement, setting forth the agreed upon Additional Development Obligation. Within thirty (30) days after Company's delivery of the said area development agreement, but no sooner than immediately after the expiration of any applicable waiting period(s) prescribed by Applicable Law, Franchisee shall execute two copies of the area development agreement and return them to Company together with the applicable development fee, if any, for the Stores required by the Additional Development Obligation. If Franchisee has so executed and returned the copies and has satisfied the conditions set forth in Section 4.4, Company will execute the copies and return one fully executed copy to Franchisee.

4.4 Conditions to Exercise of Right of Additional Development. Franchisee's right to additional development described in Section 4.2 shall be subject to Franchisee's fulfillment of the following conditions precedent:

4.4.1 Franchisee (and each of its Affiliates which have developed or operate Stores in the Development Area) shall have fully performed all of its obligations under this Agreement and all other agreements between Company and Franchisee (or the applicable Affiliate).

4.4.2 Franchisee shall have demonstrated to Company Franchisee's financial capacity to perform the Additional Development Obligations set forth in the area development agreement. In determining if Franchisee is financially capable, Company will apply the same criteria to Franchisee as it applies to prospective area developer franchisees at that time.

4.4.3 At the expiration of each Development Period and at the expiration of the Term, Franchisee shall have opened and shall thereafter have continued to operate, in the Development Area, not less than the aggregate number of Stores then required by the Development Obligation.

4.4.4 Company and Franchisee shall have executed a new area development agreement pursuant to Section 4.3.

4.4.5 Franchisee and all Affiliates of Franchisee who then have a currently effective franchise agreement or area development with Company shall have executed and delivered to Company a general release, or a form prescribed by Company, of any and all known and unknown claims against Company or its Affiliates, and their respective officers, directors, agents, shareholders and employees.

4.5 Effect of Expiration. Unless an Additional Development Obligation shall have been agreed upon, and a new area development agreement shall have been executed by the parties pursuant to Sections 4.2 and 4.3, following the expiration of the Term, or the sooner termination of this Agreement, (a) Franchisee shall have no further right to construct, equip, own, open or operate additional Stores which are not, at the time of such termination or expiration, the subject of a then existing Franchise Agreement between Franchisee (or an Affiliate of Franchisee) and Company which is then in full force and effect, and (b) Company or its Affiliates may thereafter itself construct, equip, open, own or operate, and license others to (or grant development rights to) construct, equip, open, own or operate Stores at any location(s) (within or outside of the Development Area), without any restriction, subject only to any territorial rights granted for any then-existing Store pursuant to a validly subsisting Franchise Agreement executed for such Store

ARTICLE 5 PAYMENTS BY FRANCHISEE

5.1 Initial Development Fee. Concurrently with the execution of this Agreement, Franchisee shall pay to Company in cash or by certified check, (a) the non-refundable Initial Development Fee, representing twelve thousand five hundred dollars (\$12,500) (or one-half of the Initial Franchise Fee) for each of the Stores (excluding the first Store) required to be opened during the Term pursuant to the Development Obligation, plus (b) the sum of forty thousand dollars (\$40,000) representing the Initial Franchise Fee and twelve thousand five hundred dollars (\$12,500) representing the Initial Training Fee, payable pursuant to the first Franchise Agreement required to be executed pursuant hereto.

5.2 Initial Franchise Fee. Notwithstanding the terms of the Franchise Agreement executed for each Store developed pursuant hereto, Franchisee shall pay to Company, in cash or by certified check, a non-refundable initial franchise fee ("**Initial Franchise Fee**") equal to forty thousand dollars (\$40,000) for the first Store to be opened pursuant hereto, or twenty-five thousand dollars (\$25,000) for the second and each subsequent Store to be opened pursuant hereto. Notwithstanding the foregoing, if Franchisee's Operating Principal is an Experienced Manager the Initial Franchise Fee payable to Company for each Store opened pursuant hereto, including the first Store, shall equal twenty-five thousand dollars (\$25,000). In either case, the Initial Franchise Fee shall be payable upon execution by Franchisee of each Franchise Agreement entered into

pursuant to this Agreement, provided, however, that Company shall credit such Initial Development Fee against the Initial Franchise Fees payable under the second and each subsequent Franchise Agreement (at the rate of twelve thousand five hundred dollars (\$12,500) per Franchise Agreement).

5.3 Royalty Fee. The Franchise Agreement executed for each Store developed pursuant hereto, shall provide that the Continuing Royalty (as defined therein) shall be equal to: (i) seven percent (7%) of Non-Recommerce Revenue (as defined therein); and (ii) four percent (4%) of Recommerce Revenue (as defined therein).

5.4 Technology and Customer Support Fee. The Franchise Agreement executed for each Store developed pursuant hereto, shall provide that the Technology and Customer Support Fee (as defined therein) shall be equal to one percent (1%) of Gross Sales (as defined therein).

ARTICLE 6

EXECUTION OF INDIVIDUAL FRANCHISE AGREEMENTS

6.1 Site Review.

6.1.1 When Franchisee has located a proposed site for construction of a Store, Franchisee shall submit to Company such demographic and other information regarding the proposed site and neighboring areas as Company shall require, in the form prescribed by Company (“**Site Review Request**”). Company may seek such additional information as it deems necessary within fifteen (15) days of submission of Franchisee’s Site Review Request, and Franchisee shall respond promptly to such request for additional information. If Company shall not deliver written notice to Franchisee that Company accepts the proposed site, within thirty (30) days of receipt of Franchisee’s Site Review Request, or within fifteen (15) days after receipt of such additional requested information, whichever is later, the site shall be deemed rejected. If Company accepts the proposed site it shall notify Franchisee of its acceptance of the site and designate the Territory for that Store.

6.1.2 Although Company may voluntarily (without obligation) assist Franchisee in locating an acceptable site for a Store, neither Company’s said assistance, if any, nor its acceptance of any proposed site, whether initially proposed Franchisee or by Company, shall be construed to ensure or guarantee the profitable or successful operation of the Store at that site by Franchisee, and Company hereby expressly disclaims any responsibility therefor. Franchisee acknowledges its sole responsibility for finding each site for the Stores it develops pursuant to this Agreement.

6.2 Delivery of Franchise Disclosure Document, Execution of Lease and Franchise Agreement.

6.2.1 Promptly following Franchisee’s receipt of acceptance, Franchisee shall proceed to negotiate a lease or purchase agreement for the Store site and shall submit to Company a copy of the proposed lease or purchase agreement, as applicable. Following Company’s receipt of the proposed lease or purchase agreement, as applicable, which meets Company’s requirements, Company shall notify Franchisee of its acceptance of the proposed lease or purchase agreement, as applicable.

6.2.2 Company’s review and acceptance of the lease is solely for Company’s benefit and is solely an indication that the lease meets Company’s minimum Standards and specification at the time of acceptance of the lease (which may be different than the requirements of this Agreement). Company’s review and acceptance of the lease shall not be construed to be an endorsement of such lease, confirmation that such lease complies with Applicable Law, or confirmation that the terms of such lease are favorable to Franchisee, and Company hereby expressly disclaims any responsibility therefore.

6.2.3 Subject to Section 6.3, after Company's acceptance of each proposed site, Company shall deliver to Franchisee a copy of Company's Then-current Franchise Disclosure Document as may be required by Applicable Law and two copies of the Then-current Franchise Agreement. Immediately upon receipt of the Franchise Disclosure Document, Franchisee shall return to Company a signed copy of the Acknowledgment of Receipt of the Franchise Disclosure Document. Franchisee acknowledges that the new Franchise Agreement may vary substantially from the current Franchise Agreement. If Company is not legally able to deliver a Franchise Disclosure Document to Franchisee by reason of any lapse or expiration of its franchise registration, or because Company is in the process of amending any such registration, or for any reason beyond Company's reasonable control, Company may delay acceptance of the site for Franchisee's proposed Store, or delivery of a Franchise Agreement, until such time as Company is legally able to deliver a Franchise Disclosure Document.

6.2.4 Within thirty (30) days after Franchisee's receipt of the Franchise Disclosure Document and the Then-current Franchise Agreement, but no sooner than immediately after any applicable waiting periods prescribed by Applicable Law have passed, Franchisee shall execute two copies of the Franchise Agreement described in the Franchise Disclosure Document and return them to Company together with the applicable Initial Franchise Fee. If Franchisee has so executed and returned the copies and Initial Franchise Fee and has satisfied the conditions set forth in Section 6.3, Company shall execute the copies and return one fully executed copy of such Franchise Agreement to Franchisee.

6.2.5 Franchisee shall not execute any lease or purchase agreement for any Store, until Company has accepted the proposed site and Company has delivered to Franchisee a fully executed Franchise Agreement counter-signed by Company pursuant to Sections 6.2.4. After Company's acceptance of the site and lease (or purchase agreement, if applicable), and its delivery to Franchisee of the fully executed Franchise Agreement, Franchisee shall then procure the site pursuant to the purchase agreement or lease which has been reviewed and accepted by Company, and shall forward to Company, within ten (10) days after its execution, one copy of the executed lease or, if purchased, the deed evidencing Franchisee's right to occupy the site. Franchisee shall then commence construction and operation of the Store pursuant to the terms of the applicable Franchise Agreement.

6.3 Condition Precedent to Company's Obligations. It shall be a condition precedent to Company's obligations pursuant to Sections 6.1 and 6.2, and to Franchisee's right to develop each and every Store, that Franchisee shall have satisfied all of the following conditions precedent prior to Company's acceptance of the proposed Store and the site and lease or purchase agreement therefor, and Company's execution of the Franchise Agreement therefor:

6.3.1 Franchisee (and each of its Affiliates which have developed or operate Stores in the Development Area) shall have fully performed all of its obligations under this Agreement and all Franchise Agreements and other written agreements between Company and Franchisee (or any such Affiliate of Franchisee), and must not at any time following Franchisee's submission of its Site Review Request, and until Company grants its acceptance of the proposed site, be in default of any of its contractual or other legal obligations to Company or any of its Affiliates, or any approved vendor or supplier, or to any federal, state, county or municipal agency.

6.3.2 Franchisee shall have demonstrated to Company, in Company's discretion, Franchisee's financial and other capacity to perform the obligations set forth in the proposed new Franchise Agreement, including Franchisee's compliance with Section 12.5 of this Agreement and Franchisee's submission of a comprehensive management plan acceptable to, and accepted by Company, which shall include among other reasonable requirements as may be established by Company, an organization chart and supervisory requirements for the proposed Store. In determining if Franchisee is financially or otherwise capable, Company shall apply the same criteria to Franchisee as it applies to prospective area developer franchisees at that time.

6.3.3 Franchisee shall continue to operate, in the Development Area, not less than the cumulative number of Stores required by the Development Obligation set forth in Attachment 2 to be in operation as of the end of the immediately preceding Development Period.

6.3.4 Franchisee, and each of its Affiliates who then has a currently effective Franchise Agreement or area development agreement with Company, must sign a general release of any claims they may have against Company and its Affiliates, on a form prescribed by Company.

ARTICLE 7 ASSIGNMENT AND SUBFRANCHISING

7.1 Assignment by Company. This Agreement is fully transferable by Company, in whole or in part, without the consent of Franchisee and shall inure to the benefit of any transferee or their legal successor to Company's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Company's obligations under this Agreement. Without limiting the foregoing, Company may (i) assign any or all of its rights and obligations under this Agreement to an Affiliate; (ii) sell its assets, its marks, or its System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Company shall be permitted to perform such actions without liability or obligation to Franchisee who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). In connection with any of the foregoing, at Company's request, Franchisee shall deliver to Company a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect and identifying the modifications); (b) that Franchisee is not in default under any provision of this Agreement, or if in default, describing the nature thereof in detail; and (c) as to such other matters as Company may reasonably request; and Franchisee agrees that any such statements may be relied upon by Company and any prospective purchaser, assignee or lender of Company.

7.2 No Subfranchising by Franchisee.

7.2.1 Franchisee shall not offer, sell, or negotiate the sale of ASURION TECH REPAIR & SOLUTIONS franchises to any third party, either in Franchisee's own name or in the name and/or on behalf of Company, or otherwise subfranchise, subcontract, sublicense, share, divide or partition this Agreement, and nothing in this Agreement will be construed as granting Franchisee the right to do so. Franchisee shall not execute any Franchise Agreement with Company, or construct or equip any Store with a view to offering or assigning such Franchise Agreement or Store to any third party.

7.2.2 Notwithstanding Section 7.2.1, Franchisee may, with Company's prior written consent, execute and contemporaneously assign a Franchise Agreement executed pursuant hereto to a separate Entity controlled by Franchisee (each a "**Subsidiary**"); provided and on condition that:

(a) Upon Company's request, Franchisee has delivered to Company a true, correct and complete copy of the Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, partnership agreement, and other organizational documents, and Company has accepted the same;

(b) The Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, and partnership agreement, as applicable, shall provide that its activities are confined exclusively to operating Stores;

(c) Franchisee, directly owns and controls not less than one hundred percent (100%) of the Equity and voting rights of the Subsidiary, or the Equity of Subsidiary are owned by the same Owners of Franchisee with the same ownership percentages;

(d) the Subsidiary is in good standing in its jurisdiction of organization and each other jurisdiction where the conduct of its store or the operation of its properties requires it to be so qualified;

(e) the person designated by Franchisee as the Operating Principal has exclusive day-to-day operational control over the Subsidiary;

(f) the Subsidiary conducts no business other than the operation of the Store;

(g) the Subsidiary assumes all of the obligations under the Franchise Agreement as franchisee pursuant to written agreement, the form and substance of which shall be acceptable to Company;

(h) each person or Entity comprising Franchisee, and all present and future Owners of ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights of any franchisee under any and all Franchise Agreements executed pursuant to this Agreement shall execute a written guaranty in a form prescribed by Company, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all of the obligations to Company and to Company's Affiliates under this Agreement and each Franchise Agreement executed pursuant hereto (for purposes of determining whether said ten percent (10%) threshold is satisfied, holdings of spouses, family members who live in the same household, and Affiliates shall be aggregated);

(i) none of the Owners of the Equity of the franchisee under the applicable Franchise Agreement is engaged in Competitive Activities;

(j) at Company's request, Franchisee shall, and shall cause each of its Affiliates to execute and deliver to Company a general release, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their officers, directors, agents, shareholders and employees; and

(k) Franchisee shall reimburse Company for all direct and indirect costs and expense it may incur in connection with the transfer and assignment, including attorney's fees.

7.2.3 In the event that Franchisee exercises its rights under Section 7.2.2 then, Franchisee and such Subsidiary shall, in addition to any other covenants contained in the applicable Franchise Agreement, affirmatively covenant to continue to satisfy each of the conditions set forth in Section 7.2.2 throughout the term of such Franchise Agreement.

7.3 Assignment by Franchisee.

7.3.1 This Agreement is personal to Franchisee and has been entered into by Company in reliance upon and in consideration of the singular personal skill, qualifications and trust and confidence reposed in Franchisee. Accordingly, neither Franchisee nor any Owner shall cause or permit any Assignment unless Franchisee shall have obtained Company's prior written consent, which consent may be withheld for any reason whatsoever in Company's judgment. Franchisee shall not, directly or indirectly, pledge, encumber, hypothecate or otherwise grant any third party a security interest in this Agreement in any manner whatsoever. To the extent that the foregoing prohibition may be ineffective under Applicable Law, Franchisee shall provide not less than ten (10) days prior written notice (which notice shall contain the name and address of the secured

party and the terms of such pledge, encumbrance, hypothecation or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement.

7.3.2 Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Company, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Company for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Company for such review prior to their use. No such offering by Franchisee shall imply that Company is participating in an underwriting, issuance or offering of securities of Franchisee or Company, and Company's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Company and its Affiliates. Company may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Company concerning the limitations described in the preceding sentence. Franchisee, its Owners and the other participants in the offering must fully defend and indemnify Company, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by Company to further evidence this indemnity. For each proposed offering, Franchisee shall pay to Company a non-refundable fee of five thousand dollars (\$5,000), which shall be in addition to any transfer fee under any Franchise Agreement or such greater amount as is necessary to reimburse Company for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. Franchisee shall give Company written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

7.3.3 Franchisee's written request for consent to any Assignment must be accompanied by an offer to Company of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that Company may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by Company reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that Franchisee shall make representations and warranties to Company customary for transactions of the type proposed (the "**ROFR**"). If Company elects to exercise the ROFR, Company or its nominee, as applicable, shall send written notice of such election to Franchisee within sixty (60) days of receipt of Franchisee's request. If Company accepts such offer, the closing of the transaction shall occur within sixty (60) days following the date of Company's acceptance. Any material change in the terms of an offer prior to closing or the failure to close the transaction within sixty (60) days following the written notice provided by Franchisee (the "**ROFR Period**") shall cause it to be deemed a new offer, subject to the same right of first refusal by Company, or its third-party designee, as in the case of the initial offer. Company's failure to exercise such right of first refusal shall not constitute consent to the transfer or a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed transfer.

ARTICLE 8 NON-COMPETITION

8.1 In Term. During the Term, no Restricted Person shall in any capacity, either directly or indirectly, through one or more Affiliates or otherwise, engage in any Competitive Activities at any location, whether within or outside the Development Area, unless Company shall consent thereto in writing.

8.2 Post-Term. To the extent permitted by Applicable Law, upon (i) the expiration or termination of this Agreement, (ii) the occurrence of any Assignment, or (iii) the cession of any Restricted Person's relationship with Franchisee, each person who was a Restricted Person before such event shall not for a period of twenty four (24) months thereafter, engage in any Competitive Activities within the Development Area, without Company's prior written consent. In applying for such consent, Franchisee will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Company or other franchisees of Company.

8.3 Modification.

8.3.1 The parties have attempted in Sections 8.1 and 8.2 above to limit the Franchisee's right to compete only to the extent necessary to protect Company from unfair competition. The parties hereby expressly agree that if the scope or enforceability of Section 8.1 or 8.2 is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under Applicable Law. In addition, Company reserves the right to reduce the scope of either, or both, of said provisions without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee.

8.3.2 In view of the importance of the "ASURION TECH REPAIR & SOLUTIONS" trademarks and the incalculable and irreparable harm that would result to the parties in the event of a Default under this Article 8, the parties agree that each party may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this Agreement, in addition to any other relief to which such party may be entitled at law or in equity. Each party submits to the exclusive jurisdiction of the courts of the State of Florida and the U.S. federal courts sitting in Orlando, Florida for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located in Orlando, Florida.

ARTICLE 9 TERMINATION

9.1 Termination Pursuant to a Default of this Agreement.

9.1.1 Subject to Applicable Law to the contrary, this Agreement may be terminated by Company in the event of any Default by Franchisee of this Agreement, unless such Default is cured by Franchisee within five (5) days following written notice of the Default (in the case of a failure to pay money), or ten (10) days following written notice of the Default (in the case of any other Default); provided that in the case of a Default by Franchisee (or its Affiliate) under any Franchise Agreement or other written agreement, the notice and cure provisions of the Franchise Agreement or other agreement shall control, and provided, further, however, that any Default described in Sections 9.1.2(a), (b) or (c) below shall be deemed incurable.

9.1.2 The term "default", as used herein, includes the following:

(a) Any Assignment or attempted Assignment in violation of the terms of Section 7.2 or 7.3 of this Agreement, or without the written consents required pursuant to this Agreement; provided, however, (i) upon prompt written request to Company following the death or legal incapacity of a Franchisee who is an individual, Company shall allow a reasonable period, up to nine (9) months, after such death or legal incapacity for his or her heirs, personal representatives, or conservators (the "**Heirs**") to seek and obtain Company's consent to the Assignment his or her rights and interests in this Agreement to the Heirs or to another person acceptable to Company, in its sole discretion; or (ii) upon prompt written request to Company following the death or legal incapacity of an Owner of a Franchisee which is an Entity, directly or indirectly, owning more than twenty percent (20%) or more of the Equity or voting power of Franchisee, Company shall allow a reasonable period, up to nine (9) months, after such death or legal incapacity for his or

her Heir(s) to seek and obtain Company's consent to the Assignment of such Equity and voting power to the Heir(s) or to another person or persons acceptable to Company. If, within allowed period, said Heir(s) fail to receive Company's consent as aforesaid or to effect such consented to Assignment, then this Agreement shall immediately terminate at Company's election.

(b) Subject to Section 2.3 of this Agreement, failure of Franchisee to satisfy the Development Obligation within the Development Periods set forth herein.

(c) Failure of Franchisee (or any Affiliate of Franchisee) to pay any Initial Franchise Fee or Royalty Fee in a timely manner as required by this Agreement or any Franchise Agreement signed by Franchisee.

(d) Franchisee's opening of any Store in the Development Area except in strict accordance with the procedures set forth in Sections 6.1 through 6.3 of this Agreement.

(e) Failure of Franchisee to fully comply with the requirements of Section 8.1 of this Agreement.

(f) Any Default of any other agreement between Franchisee (or any Affiliate of Franchisee) and Company (or any Affiliate of Company), including any Franchise Agreement executed pursuant hereto.

(g) Failure of Franchisee to fully comply with the requirements of Section 12.5 of this Agreement.

ARTICLE 10 GENERAL CONDITIONS AND PROVISIONS

10.1 Relationship of Franchisee to Company. It is expressly agreed that the parties intend by this Agreement to establish between Company and Franchisee the relationship of franchisor and area developer franchisee. It is further agreed that Franchisee has no authority to create or assume in Company's name or on behalf of Company, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Company for any purpose whatsoever. Neither Company nor Franchisee is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Franchisee agrees that it will not hold itself out as the agent, employee, partner or co-venturer of Company. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Company or subject to Company control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

10.2 Indemnity by Franchisee. Franchisee hereby agrees to protect, defend and indemnify Company, and all of its past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property arising out of or in connection with Franchisee's construction, development or operation of Stores pursuant hereto, except to the extent caused by intentional acts of Company in breach of this Agreement. The terms of this Section 10.2 shall survive the termination, expiration or cancellation of this Agreement.

10.3 No Consequential Damages for Legal Incapacity. Company shall not be liable to Franchisee for any consequential damages, including lost profits, interest expense, increased construction or occupancy

costs, or other costs and expenses incurred by Franchisee by reason of any delay in the delivery of Company's Franchise Disclosure Document caused by legal incapacity during the Term, or other conduct not due to the gross negligence or intentional misfeasance of Company.

10.4 Waiver and Delay. No waiver by Company of any Default or Defaults, or series of Defaults in performance by Franchisee, and no failure, refusal or neglect of Company to exercise any right, power or option given to it hereunder or under any Franchise Agreement or other agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Stores), or to insist upon strict compliance with or performance of Franchisee's (or its Affiliates) obligations under this Agreement or any Franchise Agreement or other agreement between Company and Franchisee (or its Affiliates), whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Stores), shall constitute a waiver of the provisions of this Agreement with respect to any continuing or subsequent Default or a waiver by Company of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

10.5 Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

10.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Company and shall be binding upon and inure to the benefit of Franchisee and his or their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained herein.

10.7 Joint and Several Liability. If Franchisee consists of more than one Entity, or a combination thereof, the obligations and liabilities of each of such person or Entity to Company are joint and several, and such person(s) or Entities shall be deemed to be general partnership

10.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to any conflict of laws), except that any state law relating to (1) the offer and sale of franchises, (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently with reference to this paragraph.

10.9 Entire Agreement. This Agreement and the Attachments incorporated herein contain all of the terms and conditions agreed upon by the parties hereto concerning the subject matter hereof. No other agreements concerning the subject matter hereof, written or oral, shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations, are merged herein and superseded hereby. Franchisee represents that there are no contemporaneous agreements or understandings between the parties relating to the subject matter of this Agreement that are not contained herein. No officer or employee or agent of Company has any authority to make any representation or promise not included in this Agreement or any Franchise Disclosure Document for prospective franchisees required by Applicable Law, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document provided by Company in connection with this Agreement, if applicable.

10.10 Titles for Convenience. Article and paragraph titles used this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

10.11 Gender and Construction. The terms of all Attachments hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words “include,” “includes” or “including” are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, approval, acceptance or authorization of Company which Franchisee may be required to obtain hereunder may be given or withheld by Company in its sole discretion, and on any occasion where Company is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Company’s Standards or satisfaction, Company may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Company and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

10.12 Severability; Modification. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

10.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10.14 Fees and Expenses. If any party to this Agreement shall bring any arbitration, action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees and costs incurred in bringing or defending such arbitration, action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such arbitration, action or proceeding and shall be paid whether or not such action or proceedings is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorney fees and costs, separate from the judgment, incurred in enforcing and/or collecting such judgment. The prevailing party shall be determined by the trier of fact based upon an assessment of which party’s major arguments or positions could fairly be said to have prevailed over the other party’s major arguments or positions on major disputed issues. For the purposes of this Section, attorney fees shall include fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

10.15 Waiver of Jury Trial; Venue.

10.15.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT; AND (2) THEY AGREE THAT, ORLANDO, FLORIDA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

FRANCHISEE
INITIALS

COMPANY
INITIALS

10.16 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by facsimile or other electronic system; one business day after delivery by Express Mail or other recognized, reputable overnight courier; or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid, or one business day after placement with United Parcel Service or Federal Express for overnight delivery, and addressed as follows:

If to Company: UBIF FRANCHISING CO
2121 S. Hiawassee Rd., Suite 120
Orlando, FL 32835

With copy (which shall not constitute notice) to:

Warren Lewis
Akerman LLP
750 9th Street, NW, Suite 750
Washington, DC 20001

If to Franchisee: See Section 1.1

or to such other address as such party may designate by ten (10) days' advance written notice to the other party.

10.17 Mediation. Except to the extent precluded by Applicable Law, the parties hereby pledge and agree that prior to filing any lawsuit or submitting any dispute to arbitration pursuant to Section 10.19 (other than suits or to seek provisional remedies, including injunctions), they shall first attempt to resolve any dispute between the parties pursuant to mediation conducted in accordance with the Commercial Mediation Rules of the AAA unless the parties agree on alternative rules and a mediator within fifteen (15) days after either party first gives notice of mediation. Such mediation shall be conducted in Orlando, Florida and shall be conducted and completed within 45 days following the date either party first gives notice of mediation. If the parties fail to complete the mediation within such forty-five (45) day period, either party may initiate litigation. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to any suit and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under Florida Law. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation.

10.18 Injunctive Relief. Notwithstanding anything to the contrary contained in Section 10.8 of this Agreement, Company and Franchisee will each have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, and other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as Company deems to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to Company and/or to protect the marks of Company; or any claim or dispute involving or contesting the validity of any of the marks. However, the parties will contemporaneously submit their dispute for arbitration on the merits. Franchisee agrees that Company may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

10.19 Arbitration. Except as precluded by Applicable Law, any controversy or claim between Company and Franchisee arising out of or relating to this Agreement or any alleged breach hereof, and any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted before and will be heard by one arbitrator in accordance with the then-current commercial arbitration rules of the American Arbitration Association ("AAA"). Judgment upon any award rendered may be entered in any Court having jurisdiction thereof. Except to the extent prohibited by Applicable Law, the proceedings shall be held in Orlando, Florida. The arbitrator shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this Agreement including, but not limited to the method of operation, authorized product line sold or monetary obligations specified in this Agreement, amendments to this Agreement or in the Manuals be ignored, waived, modified or changed by the arbitrator at any arbitration hearing. The substantive law applied in such arbitration shall be as provided in Section 10.8 of this Agreement. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), notwithstanding any provision of this Agreement specifying the state law under which this Agreement shall be governed and construed.

10.20 Awards. The arbitrator will have the right to award or include in his award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, in accordance with Section 10.14 of this Agreement, provided that the arbitrator will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counter-claim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred.

10.21 Permissible Parties. Franchisee and Company agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Franchisee and Company will not be consolidated with any other arbitration proceeding involving Company and any other person or entity.

10.22 Survival. The terms of Section 10 shall survive termination, expiration or cancellation of this Agreement.

ARTICLE 11 SUBMISSION OF AGREEMENT

11.1 General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Company and Franchisee.

ARTICLE 12 ADDITIONAL COVENANTS

12.1 Entity Franchisee Information. Franchisee represents and warrants that the information set forth in Attachment 3 which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Franchisee shall notify Company in writing within ten (10) days of any change in the information set forth in Attachment 3, and shall submit to Company a revised Attachment 3, which shall be certified by Franchisee as true, correct and complete and upon acceptance thereof by Company shall be annexed to this Agreement as Attachment 3. Franchisee promptly shall provide such additional information as Company may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee, including providing copies of all amendments to Franchisee's "**Entity Documents**" as defined in Attachment 3. Franchisee shall conduct no business other than the business contemplated hereunder and under any currently effective Franchise Agreement between Company and Franchisee. The Entity Documents of Franchisee shall recite that the issuance and transfer of any interest therein is subject to the restrictions set forth in the Agreement and any Franchise Agreement executed pursuant thereto.

12.2 Operating Principal; Director of Operations.

12.2.1 The Operating Principal shall be principally responsible for communicating and coordinating with Company regarding business, operational and other ongoing matters concerning this Agreement and the Stores developed pursuant hereto. The Operating Principal shall have the full authority to act on behalf of Franchisee in regard to performing, administering or amending this Agreement and all Franchise Agreements executed pursuant hereto. Company may, but is not required to, deal exclusively with the Operating Principal in such regards unless and until Company's actual receipt of written notice from Franchisee of the appointment of a successor Operating Principal, who shall have been accepted by Company.

12.2.2 Commencing on the date which Franchisee, directly or indirectly through one (1) or more Affiliate(s), opens its second Store within the Development Area, and at all times throughout the Term and the term of each Franchise Agreement executed pursuant hereto after such date, Franchisee shall employ and retain, or shall cause the Entity to which each Franchise Agreement is assigned in accordance with Section 7.2 hereof to employ and retain, an individual (the "**Director of Operations**") who shall be vested with the authority and responsibility for the day-to-day operation of all Stores owned or operated, directly or indirectly, by Franchisee within the Development Area. The Director of Operations shall, during the entire period he/she serves as such, meet the following qualifications: (a) shall devote full time and best efforts solely to operation of the all Stores owned or operated, directly or indirectly, by Franchisee in the Development Area and to no other business activities; (b) meet Company's educational, experience, financial and such other reasonable criteria for such individual, as set forth in the Manuals as defined herein or otherwise in writing by Company; and (c) be an individual acceptable to Company. The Director of Operations, may (but need not) be an Owner, and with the prior written consent of Company, may be the same individual as the Operating Principal. The Director of Operations shall be responsible for all actions necessary to ensure that all Stores owned or operated, directly or indirectly, by Franchisee in the Development Area are operated in compliance with this Agreement, all Franchise Agreements therefor and the Manuals. If, during the Term hereof or any Franchise Agreement executed pursuant hereto, the Director of Operations is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section (including Company's subsequent disapproval of

such person), Franchisee shall promptly notify Company and designate a replacement within thirty (30) days after the Director of Operations ceases to serve, such replacement being subject to Company's approval.

12.2.3 Franchisee shall notify Company in writing at least ten (10) days prior to employing the Director of Operations setting forth in reasonable detail all information reasonably requested by Company. Company's acceptance of the Operating Principal and Director of Operations, shall not constitute Company's endorsement of such individual or a guarantee by Company that such individual will perform adequately for Franchisee or its Affiliates, nor shall Company be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance.

12.3 Business Practices. Franchisee represents, warrants and covenants to Company that:

12.3.1 As of the date of this Agreement, Franchisee and each of its Owners shall be and, during the Term shall remain, in full compliance with all applicable laws in each jurisdiction in which Franchisee or any of its Owners, as applicable, conducts business that prohibits unfair, fraudulent or corrupt business practices in the performance of its obligations under this Agreement and related activities, including the following prohibitions:

(a) No government official, official of an international organization, political party or official thereof, or candidate is an owner or has any investment interest in the revenue or profit of Franchisee;

(b) None of the property or interests of Franchisee or any of its Owners is subject to being "blocked" under any Anti-Terrorism Laws. Neither Franchisee, nor any of its respective funding sources (including any legal or beneficial owner of any equity in Franchisee) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Franchisee and its Owners are in compliance with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Franchisee nor any of its Owners conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto.

(d) Franchisee is neither directly nor indirectly owned or controlled by the government of any country that is subject to a United States embargo. Nor does Franchisee or its Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

12.3.2 Franchisee has taken all necessary and proper action required by Applicable Law and has the right to execute this Agreement and perform under all of its terms. Franchisee shall implement and comply with anti-money laundering policies and procedures that incorporate "know-your-customer" verification programs and such other provisions as may be required by applicable law.

12.3.3 Franchisee shall implement procedures to confirm, and shall confirm, that (a) none of Franchisee, any person or entity that is at any time a legal or beneficial owner of any interest in Franchisee or that provides funding to Franchisee is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Franchisee is subject to being "blocked" under any Anti-Terrorism Laws.

12.3.4 Franchisee shall promptly notify Company upon becoming aware of any violation of this Section or of information to the effect that any person or entity whose status is subject to confirmation

pursuant to Section 12.3.1(c) above is identified on any Terrorist List, any list maintained by OFAC or to being “blocked” under any Anti-Terrorism Laws, in which event Franchisee shall cooperate with Company in an appropriate resolution of such matter.

12.3.5 In accordance with Applicable Law, none of Franchisee nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or entity acting in an official capacity on behalf of, the Governmental Authority, or any political party or official thereof or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

12.3.6 The provisions of this Section shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Company for any infringement of, violation of, or interference with, this Agreement, or Company’s marks, System, trade secrets, or any other proprietary aspects of Company’s business.

12.4 Purchase Option. Company or its designated Affiliate shall have the right and option (the “**Purchase Option**”) exercisable at any time following the Trigger Date, upon written notice to Franchisee (the “**Option Notice**”) to purchase for the Purchase Price all of the Assets, free and clear of all liens, encumbrances and liabilities. If Company receives a written request for its consent to an Assignment, then Company must exercise the Purchase Option, if at all, within twenty (20) days following receipt of Franchisee’s request for consent to the Assignment. The Purchase Option shall be automatically reinstated following: (a) the Assignment; (b) Company’s refusal to consent to the proposed Assignment; (c) sixty (60) days after the ROFR Period if Company does not exercise the ROFR and the Assignment has not been concluded; or (d) if there has been any material change in the terms of the proposed offer which results in the reinstatement of the ROFR.

(a) At Company’s request, the terms and conditions of the Purchase Option may be recorded in the real property records under Applicable Law, and Franchisee shall execute all documents as may be necessary and appropriate to do so. Company’s rights under this Section 12.4 shall be in addition to, and not in lieu of, Company’s ROFR and such rights may be exercised separately, concurrently or in the alternative.

12.4.2 Subject to the conditions in this Section, Franchisee may select one of two methodologies to determine the purchase price of the Assets (the “**Purchase Price**”): (i) the Fair Market Value of the Assets; or (ii) the sum of (1) two (2) times Unit Level EBITDA during the twelve (12) full calendar months immediately preceding Franchisee’s receipt of the Option Notice, for all Stores and Mobile Units in the Development Area that have been open and operating for at least such twelve (12)-month period, plus (2) for all Stores and Mobile Units in the Development Area that have not been open and operating for that twelve (12)-month period, Franchisee’s necessary and reasonable documented out-of-pocket costs paid to third parties to construct, equip, and furnish such Stores and Mobile Units, including any uncredited Initial Development Fee(s) paid to Company (or its Affiliates), and excluding the Wages of Franchisee’s employees. Franchisee will make its selection within fourteen (14) days after receipt of the Option Notice, by notifying Company in writing of its choice of methodology. If Franchisee fails to make a timely selection of methodology, then the methodology used to determine Purchase Price will be chosen by Company. For avoidance of doubt, the methodology for calculating the Purchase Price set forth in this Agreement, shall supersede the calculation methodology set forth in the individual Franchise Agreements executed pursuant to this Agreement, and

Franchisee shall not be entitled to any additional purchase price or other remuneration pursuant to said individual Franchise Agreements relating to Company's exercise of the Purchase Option.

(a) Unit Level EBITDA shall be determined by using Franchisee's financial statements, provided Franchisee has kept and maintained financial statements in compliance with the provisions Franchisee's franchise agreements with Company and the Manuals. The chief financial officer or chief executive officer of Franchisee (or Franchisee, if an individual) shall certify that such financial statements are true, correct, and complete, subject to any adjustment in the event of any audit or other investigation of such financial statements and/or the books and records by Company. If an audit or other investigation reveals any inaccuracy, then, in addition to all other rights and remedies, Company shall have the right to revise the Purchase Price, and if the inaccuracy overstates Unit Level EBITDA during the applicable twelve (12)-month period by two percent (2%) or more, then Franchisee shall reimburse Company for the expenses of the audit/investigation.

(b) **"Fair Market Value"** shall be determined as follows:

(i) Franchisee and Company shall attempt to select a mutually acceptable appraiser within thirty (30) days following the date of the Option Notice, in which case Fair Market Value shall be determined by such appraiser.

(ii) If Franchisee and Company fail to so agree on an appraiser, then within forty-five (45) days following the date of the Option Notice, Company shall select one appraiser, and Franchisee shall select one appraiser. If either Franchisee or Company fails to timely appoint an appraiser, then the appraiser appointed by the other party shall be the sole appraiser for the purposes of determining Fair Market Value. Each party shall promptly advise the other party in writing of the identity of its appointed appraiser. Fair Market Value shall be: (a) if one appraiser is appointed, the value established by that appraiser; or (b) if two (2) appraisers are appointed, the arithmetic average of the values determined by the appraisers; provided, that if the higher value is more than one hundred twenty-five percent (125%) of the lower value, then the two (2) appraisers will jointly select a third appraiser, and the Fair Market Value shall then be the arithmetic average of (1) the value determined by the 3rd appraiser and (2) the value determined by the one of the first two (2) appraisers that is nearest in value to the value determined by the third (3rd) appraiser. If the first two (2) appraisers are unable to agree upon a third (3rd) appraiser within twenty (20) days of their completion of appraisals, then either Franchisee or Company may demand the appointment of an appraiser by the then-director of the regional office of the American Arbitration Association located nearest to Company's headquarters, in which event the appraiser appointed thereby shall be the third appraiser.

(iii) Each of the appraisers shall conduct an appraisal within thirty (30) days after being appointed and shall submit their appraisals in writing to Franchisee and to Company within such period.

(iv) Fair Market Value shall be determined solely by reference to the Franchisee's or its Subsidiary's Stores in the Development Area, and the appraiser shall be instructed in writing by each party not to, and the appraiser shall not, consider or attribute any value to (a) any goodwill or other value attributable to the System or the "ASURION TECH REPAIR & SOLUTIONS" trademarks other than the right to utilize the System and the trademarks in the operation of Stores in accordance with, and for no more than the remaining term of, the applicable franchise agreements; or (b) any rights or efficiencies Franchisee may enjoy because Franchisee (or any affiliated or related party) operates or has the right to operate more than one Store; or (c) any rights granted under this Agreement, including the right to open additional Stores pursuant to this Agreement, provided however, that the appraiser shall include in calculating "Fair Market Value" an amount equal to the Initial Development Fee paid pursuant to Section 5.1 of this Agreement, minus any amounts that shall have been credited against the Initial Franchise Fees pursuant to Section 5.2. An

appraiser may consider a bona fide third-party offer to purchase the Assets in its determination of Fair Market Value if and only if such third-party offer was delivered by Franchisee to Company prior to the exercise of the Purchase Option.

(v) Any appraiser, to be qualified to conduct an appraisal hereunder, shall be an independent appraiser (i.e., not affiliated with Company or Franchisee), an M.A.I. appraiser or its equivalent or an investment bank and shall have experience in valuing franchised or licensed businesses and stores. If any appraiser initially appointed under this Agreement shall, for any reason, be unable to serve, a successor appraiser shall be promptly appointed in accordance with the procedures pursuant to which the predecessor appraiser was appointed.

(vi) The costs of all appointed appraisers shall be borne by Company if the parties have been able to mutually agree to the selection of a single appraiser. If, however, the parties cannot agree, and two or three appraisers are appointed then the costs of all appointed appraisers shall be borne by the Franchisee.

(c) Although in exercising the Purchase Option Company must purchase all and not less than all Franchisee's Stores in the Development Area, Company may exclude and elect not to purchase cash (or its equivalent), any notes or accounts payable to Franchisee by any person or party except by an arms-length transaction with a person not related to or affiliated with Franchisee, and any Assets of one or more Stores that are not necessary or appropriate (in function or quality) to a Store's operation or do not meet the Standards, and, if applicable, the Fair Market Value shall reflect such exclusions.

(d) Company and each appointed appraiser shall be given full access during normal business hours to all information required and relevant to determine Unit Level EBITDA and/or Fair Market Value.

(e) If the Assets include a fee simple interest in real property, then all revenue derived from such real property shall be excluded from Unit Level EBITDA and the value of such real property shall be the Fair Market Value of the real property

12.4.3 The Purchase Price shall be adjusted by setting off and reducing the Purchase Price by any amount then owing by Franchisee to Company or its Affiliates or to any appraiser, and any amounts that Company pays in its sole discretion to cure Franchisee's defaults with third parties.

12.4.4 All sales and transfer taxes are the responsibility of Franchisee and shall be paid when due.

12.4.5 Franchisee shall make written representations and warranties to Company or its designated purchaser of the Assets customary for transactions of the type, including (1) its power, authority and legal capacity to sell, transfer and assign the Assets, (2) valid right, title and interest in the Assets, (3) the absence of all liens, encumbrances and liabilities on the Assets, and (4) the absence of any violation, in any material respect, or default under, or acceleration of any material agreement or instrument pursuant to which the Assets are encumbered or bound as the result of such sale. Franchisee and its Owners shall sign covenants obligating them to comply with the obligations under this Agreement that survive the termination or expiration of the Agreement (including Article 8) and general releases, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their Owners, officers, directors, agents, and employees.

12.4.6 Pending the closing of any Purchase Option transaction: (i) Franchisee shall cause Subsidiaries to operate Stores in the Development Area in accordance with this Agreement and all applicable

franchise agreements; and (ii) Company will have the right to (a) appoint a manager to maintain and/or supervise the Stores, and (b) communicate with Franchisee's employees regarding employment opportunities following the closing (though Company shall not be obligated to hire such employees). Franchisee will indemnify and hold Company harmless against all obligations incurred in connection with its Stores prior to the closing of Purchase Option transaction.

12.4.7 The closing of any transaction shall take place as soon as is reasonably possible, and both parties agree to act diligently and to cooperate with one another to complete closing as soon as possible, subject to the satisfaction of customary conditions to closing in favor of Company, which may be waived by Company. Closing shall occur within one hundred eighty (180) days from Company's exercise of its Purchase Option. If closing occurs before the end of the term of this Agreement, the parties shall be deemed to have mutually agreed to terminate this Agreement and all Franchise Agreements executed pursuant to this Agreement.

12.4.8 Company shall have the right to revoke its Option Notice at any time. Thereafter, the Purchase Option shall be immediately reinstated.

12.5 Financial Covenant Unless Company otherwise agrees in writing, at no time during the Term shall Franchisee's ratio of debt to capital employed be greater than fifty percent (50%); and Franchisee shall promptly notify Company if at any time such ratio is greater than fifty percent (50%).

ARTICLE 13 ACKNOWLEDGMENT

13.1 General.

13.1.1 Franchisee acknowledges that it has carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that it has obtained the advice of counsel in connection with entering into this Agreement, that it understands the nature of this Agreement, and that it intends to comply herewith and be bound hereby.

13.1.2 Company expressly disclaims making, and Franchisee acknowledges that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

ACCEPTED on this _____ day of _____ 20____.

UBIF FRANCHISING CO, a Florida corporation

By:_____

Name:_____

Title:_____

“Franchisee”

a _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Notice to Ohio Franchisee Only

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation (Exhibit L) for an explanation of this right.

Appendix A

Definitions

“**AAA**” shall have the meaning set forth in Section 10.19 of this Agreement.

“**Additional Development Notice**” shall have the meaning set forth in Section 4.2 of this Agreement.

“**Additional Development Obligation**” shall have the meaning set forth in Section 4.3.2 of this Agreement.

“**Affiliate**” when used herein in connection with Company or Franchisee, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Company or Franchisee, as applicable. Without limiting the foregoing, the term “Affiliate” when used herein in connection with Franchisee includes any Entity ten percent (10%) or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold ten percent (10%) or more of the Equity or voting control of Franchisee. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Company or its Affiliate has any ownership interest in Franchisee, the term “Affiliate” shall not include or refer to the Company or that Affiliate (the “**Company Affiliate**”), and no obligation or restriction upon an “Affiliate” of Franchisee, shall bind Company, or said Company Affiliate or their respective direct/indirect parents or subsidiaries, or their respective officers, directors, or managers.

“**Anti-Terrorism Laws**” means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

“**Applicable Law**” means and includes applicable common law and all applicable statutes, laws, rules, codes, regulations, ordinances, policies and procedures established by any Governmental Authority, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time, including, without limitation, all labor, immigration, food and drug laws and regulations, and all privacy and data protection laws, rules and regulations, including the Gramm-Leach-Bliley Act, (15 U.S.C. 1601, et seq.), Drivers Privacy Protection Act, (18 U.S.C. 2721, et seq.), Payment Card Industry Data Security Standards, and all similar or related current and future federal, state and local laws, regulations and rules related to the use, disclosure and storage of data in any form, whether written or electronic.

“**Approved Products and Services**” means the services and ancillary related products specified by Company from time to time in the Manuals, or otherwise in writing, including, without limitation, any applicable National Account Participation Agreements, for offer and sale by a Store or a Mobile Unit, marketed, offered, sold, and rendered at the Store or by a Mobile Unit for and at homes or to Residential and Small Business Customers, in strict accordance with the Standards, and which may include (a) repair services relating to computers, smart phones, hand held iOS devices, gaming consoles and other electronic equipment; installation and set-up of computers and electronic equipment; (b) remote or on-site installation, set-up and maintenance of computer hardware, software, and other electronic equipment, (c) customer training; (d) the marketing, offer and sale of various items of approved hardware, software, accessories, ink, toner and other consumables, server infrastructure upgrades, for computers, peripheral equipment, smart phones, hand held iOS devices, gaming consoles and other electronic equipment, (e) remote data backup and monitoring; (f) offering the Device

Recommerce Program; and (g) other sales, support and service that Company authorizes through remote, telephone, in-home or on-site sales and services.

“Assets” means all of the personal property and assets owned by Franchisee and each Subsidiary or in which Franchisee and each Subsidiary otherwise has any rights, and located at, or used in connection with Stores and Mobile Units developed or in development pursuant to this Agreement, including: (a) all accounts, licenses, permits, and contract rights, including this Agreement and the Franchise Agreements executed pursuant to this Agreement, leasehold interests, all telephone and fax numbers, telephone and other directory listings, general intangibles, receivables, claims of Franchisee and each Subsidiary, all guaranties and security therefor and all of Franchisee’s and each Subsidiary’s right, title and interest in the goods purchased and represented by any of the foregoing; (b) all chattel paper including electronic chattel paper and tangible chattel paper; (c) all documents and instruments; (d) all letters of credit and letter-of-credit rights and all supporting obligations; (e) all deposit accounts; (f) all investment property and financial assets; (g) all inventory and products thereof and documents therefor; (h) all furniture, fixtures, equipment, leasehold improvements and machinery, wherever located and all documents and general intangibles covering or relating thereto; (i) all books and records pertaining to the foregoing, including computer programs, data, certificates, records, circulation lists, subscriber lists, advertiser lists, supplier lists, customer lists, customer and supplier contracts, sales orders, and purchasing records; (j) all software including computer programs and supporting information; (k) all commercial tort claims; (l) all other personal property of Franchisee and/or each Subsidiary of any kind used in connection with the said Stores and Mobile Units; and (m) all proceeds of the foregoing, including proceeds of insurance policies.

“Assignment” shall mean and refer to any assignment, transfer, sale, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, of any interest in this Agreement or any of Franchisee’s rights or privileges hereunder, or all or any substantial portion of the assets of a Store or Mobile Unit(s), if any, including any vehicle lease; provided, each of the following shall be deemed to be an Assignment of this Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, hypothecation or other encumbrance of ten percent (10%) or more in the aggregate, whether in one or more transactions, of the Equity or voting power of Franchisee, by operation of law or otherwise; or (ii) any event(s) or transaction(s) which, directly or indirectly, effectively changes control of Franchisee; (iii) the issuance of any securities by Franchisee which itself or in combination with any other transaction(s) results in the Owners, as constituted on the Effective Date, owning less than fifty and one tenth percent (50.1%) of the outstanding Equity or voting power of Franchisee; (iv) if Franchisee is a Partnership, the resignation, removal, withdrawal, death or legal incapacity of a general partner or of any limited partner owning ten percent (10%) or more of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; (v) the death or legal incapacity of any Owner owning ten percent (10%) or more of the Equity or voting power of Franchisee; and (vi) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of Franchisee, however effected.

“Competitive Activities” means to, own, operate, lend to, advise, be employed by, or have any financial interest in any business, other than a “ASURION TECH REPAIR & SOLUTIONS” Store or Mobile Unit operated pursuant to a validly subsisting franchise agreement with Company, that: (i) specializes in repair services relating to computers, smart phones, tablets, gaming consoles or other electronic equipment; or (ii) offers mobile or other electronic device trade-in services, recommerce programs or similar “cash for device” programs. Notwithstanding the foregoing, **“Competitive Activities”** shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if the owner thereof (i) is not a controlling person of, or a member of a group which controls, such Entity and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Entity.

“Default” or **“default”** means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

“Development Area” shall have the meaning set forth in Section 1.2.1 and Attachment 1 of this Agreement.

“Development Obligation” shall mean the Franchisee’s right and obligation to construct, equip, open and thereafter continue to operate at sites within the Development Area the cumulative number of Stores set forth in Attachment 2 hereto within each Development Period and, if applicable, within the geographic areas specified therein.

“Development Period” means each of the time periods indicated on Attachment 2 during which Franchisee shall have the right and obligation to construct, equip, open and thereafter continue to operate Stores in accordance with the Development Obligation.

“Device Recommerce Program” means Company’s program, if and when established by Company and as modified from time to time, for accepting used mobile and other electronic devices in exchange for payment and for purposes of resale.

“Director of Operations” shall have the meaning set forth in Section 12.2.2 of this Agreement.

“Dispute” shall have the meaning set forth in Section 10.15.1 of this Agreement.

“Entity” means any limited liability company, Partnership, trust, association, corporation or other entity which is not an individual.

“Equity” means capital stock, membership interests, Partnership Rights or other equity ownership interests of an Entity.

“Franchise Agreement” means the form of agreement prescribed by Company and used to grant to Franchisee the right to own and operate a single Store in the Development Area, including all addenda, exhibits, riders, guarantees or other related instruments, all as amended from time to time.

“Franchise Disclosure Document” means a franchise disclosure document in form and content required by the Federal Trade Commission Rule on Franchising, 16 C.F.R. Part 436, and corresponding state law.

“Force Majeure” means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which Franchisee could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Franchisee by any lender, landlord, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Franchisee’s financial inability to perform or Franchisee’s insolvency shall not be an event of Force Majeure hereunder.

“Governmental Authority” means and include all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

“Initial Franchise Fee” shall have the meaning set forth in Section 5.2 of this Agreement.

“Manuals” means Company’s operations and training manuals, and any other written directive related to the System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Company as in effect and amended from time to time.

“Marks” shall mean the **“ASURION TECH REPAIR & SOLUTIONS”** name and service mark, and such other trademarks, service marks, logo types and commercial symbols as Company may from time to time authorize or direct Franchisee to use in connection with the operation of the Licensed Store.

“Mobile Unit” means any vehicle or mobile business operated under the Marks and in accordance with the system and Standards featuring the sale or provision of Approved Products and Services.

“National Account(s)” means any (i) potential or existing businesses (or such businesses’ customers) that has multiple offices, facilities, retail premises, or operations located (or which Company expects to be located) within and outside of the Development Area; or (ii) department store, electronics or computer retailer, “membership based retailer,” or other business(es) whose clientele include potential customers for Approved Products and Services.

“Operating Principal” means _____, or such other individual hereafter designated by Franchisee, and accepted by Company (and until subsequently disapproved by Company), to serve as the authorized representative of Franchisee, who Franchisee acknowledges and agrees shall act as Franchisee’s representative, and who shall have the authority to act on behalf of Franchisee during the Term.

“Owner” means any direct or indirect shareholder, member, general or limited partner, trustee, or other equity owner of an Entity, except, that if Company or any Affiliate of Company has any ownership interest in Franchisee, the term “Owner” shall not include or refer to the Company or that Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon the “Franchisee”, or its Owners shall bind Company, said Affiliate or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

“Partnership” means any general partnership, limited partnership or limited liability partnership.

“Partnership Rights” means voting power, property, profits or losses, or partnership interests of a Partnership.

“Purchase Option” shall have the meaning set forth in Section 12.4.1 of this Agreement.

“Purchase Price” shall have the meaning set forth in Section 12.4.2 of this Agreement.

“Reserved Rights” shall have the meaning set forth in Section 1.3.2 of this Agreement.

“Residential and Small Business Customer” means a residential customer or a business customer with three hundred (300) or fewer employees.

“Restricted Persons” means the Franchisee, and each of its Owners and Affiliates, and the respective officers, directors, managers, and Affiliates of each of them, and the spouse and family members who live in the same household of each of the foregoing who are individuals.

“ROFR” shall have the meaning set forth in Section 7.3.2 of this Agreement.

“ROFR Period” shall have the meaning set forth in Section 7.3.4 of this Agreement.

“Site Review Request” shall have the meaning set forth in Section 6.1 of this Agreement.

“Standards” means the specifications, standards, operating procedures, policies, rules, regulations, procedures, protocols, restrictions, and administrative procedures Company requires for implementing the System and operation of a “ASURION TECH REPAIR & SOLUTIONS” Store and Mobile Unit, as supplemented and modified by Company from time to time in writing.

“Store” or **“ASURION TECH REPAIR & SOLUTIONS Store”** shall mean a “ASURION TECH REPAIR & SOLUTIONS” store at a fixed physical site engaged in the marketing, offering and sale of Approved Products and Services pursuant to and in accordance with a validly subsisting Franchise Agreement.

“System” means Company’s operating methods and business practices related to its Stores and Mobile Units, and the relationship between Company and its franchisees, including without limitation defined product and services offerings; distinctive interior and exterior Store and Mobile Unit designs, including architectural designs, layout plans, and other items of trade dress; methodologies and specifications for repair and other services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment; tools, supplies, equipment, furnishings, fixtures, and uniforms; signage; Trade Secrets and other confidential information; restrictions on ownership; dispatch systems, inventory and replacement part supply and management systems, methods and requirements; Device Recommerce Program requirements; recommended best practices and the Standards; management and technical training programs; and marketing and public relations programs; all as Company may supplement and modify the same from time to time.

“Term” shall have the meaning set forth in Section 4.1 of this Agreement.

“Territory” means the geographic area designated by Company in the manner described in Section 3.2 and described in each Franchise Agreement entered into pursuant to this Agreement, within which Company agrees to not open or operate or license or franchise others to open or operate a Store (subject to the conditions, reserved rights and other limitations described in the Franchise Agreement).

“Terrorist Lists” means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including U.S. Treasury Department’s Office of Foreign Asset Control (“OFAC”), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

“Then-current” as used in this Agreement and applied to the Franchise Disclosure Document, an area development agreement and a Franchise Agreement shall mean the form then currently provided by Company to similarly situated prospective franchisees, or if not then being so provided, then such form selected by the Company in its discretion which previously has been delivered to and executed by a licensee or franchisee of Company.

“Trigger Date” means the earliest to occur of: (a) twenty-four (24) months following the opening date of the first Store developed under this Agreement; or (b) the day on which this Agreement is terminated, if terminated due to Franchisee’s failure to satisfy its Development Obligation hereunder.

“Unit Level EBITDA” means earnings of Franchisee’s Stores that are a part of the Assets: (i) after reduction for: (a) amounts charged for full “Continuing Royalty” and “Advertising Fee” during such period, (b) amounts spent directly on Store marketing and advertising, and (c) amounts spent on all Wages to operate such Stores, including reasonable salary, benefits and bonus of the general manager of Franchisee’s Store but not the Operating Principal, and not general overhead relating to the Franchisee or its Affiliates or any multi-

unit management personnel; and (ii) without reduction for (a) interest, (b) taxes, (c) depreciation or (d) amortization. “System” means the Company’s operating methods and business practices related to its Store, and the relationship between Company and its franchisees, including defined product and services offerings, and preparation methods; distinctive interior and exterior Store designs, including architectural designs, layout plans; other items of trade dress; specifications for repair services relating to computers, smart phones, hand held iOS devices, gaming consoles and other electronic equipment, equipment, fixtures, and uniforms; signs; Trade Secrets and other confidential information; restrictions on ownership; inventory and replacement part techniques; standards and procedures for the Device Recommerce Program; standard operating and administrative procedures; management and technical training programs; and marketing and public relations programs; all as Company may modify the same from time to time.

“**Wages**” means all salaries and hourly wages, and all related direct and indirect payroll expenses of employees, including employment-related taxes, overtime compensation, vacation benefits, pension and profit sharing plan contributions, medical insurance premiums, medical benefits, and the like, and all direct and indirect fees, costs and expenses payable to independent contractors, agents, representatives and outside consultants.

“**Website(s)**” means any website or websites established on the Internet for the promotion of ASURION TECH REPAIR & SOLUTIONS Stores or Mobile Units, either exclusively or conjunction with the promotion of other ASURION or ASURION TECH REPAIR & SOLUTIONS products and services. The Website(s) may be owned, established, maintained, modified, disabled or terminated from time to time by Company, Company’s Affiliate(s) or Company’s designees(s).

Attachment 1
DEVELOPMENT AREA

The Development Area* is defined as the territory within the boundaries described below:

* If the Development Area is defined by streets, highways, freeways or other roadways, or rivers, streams, or tributaries, then the boundary of the Development Area shall extend to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary. If the Development Area is defined above by referring to one or more cities, counties, geographical areas or political subdivisions, any increase or decrease after the Effective Date in the boundaries or size thereof shall have no effect on the Development Area, which shall continue to be defined in this Attachment 1 as the size and boundaries existed on the Effective Date.

Attachment 2

DEVELOPMENT OBLIGATION

	DEVELOPMENT PERIOD ENDING	CUMULATIVE NO. OF STORES TO BE IN OPERATION
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____

Attachment 3

ENTITY INFORMATION

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(i) Franchisee is a (check as applicable):

☐ corporation

☐ limited liability company

☐ general partnership

☐ limited partnership

☐ Other (specify): _____

(ii) Franchisee shall provide to Company concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Regulations Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing (“**Entity Documents**”).

(iii) Franchisee promptly shall provide such additional information as Company may from time-to-time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

(iv) The name and address of each of Franchisee’s owners, members, or general and limited partner:

NUMBER OF SHARES OR PERCENTAGE

NAME	ADDRESS	INTEREST

(v) There is set forth below the names, and addresses and titles of Franchisee's principal officers or partners who will be devoting their full time to the Store:

NAME	ADDRESS	TITLE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(vi) The address where Franchisee's Financial Records, and Entity Documents are maintained is: _____

(vii) The "Operating Principal" is: _____

Exhibit B-1

Addendum to Area Development Agreement for Existing Franchisees

ADDENDUM TO AREA DEVELOPMENT AGREEMENT

{FOR EXISTING FRANCHISEES}

This ADDENDUM TO AREA DEVELOPMENT AGREEMENT (this “**Addendum**”) is made this _____ day of _____, 20____, by and between **UBIF Franchising Co**, a Florida corporation (“**Company**”), and _____ a(n) _____ (“**Franchisee**”), with reference to the following facts. Company and Franchisee may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

Recitals

A. Franchisee is an existing ASURION TECH REPAIR & SOLUTIONS franchisee operating an ASURION TECH REPAIR & SOLUTIONS Store located at _____, (the “**Existing Store**”) pursuant to that certain ASURION TECH REPAIR & SOLUTIONS Franchise Agreement, dated _____.

B. Concurrently with the execution of this Addendum, the Parties have entered into that certain ASURION TECH REPAIR & SOLUTIONS Area Development Agreement (the “**Development Agreement**”) regarding Franchisee’s development of additional franchised ASURION TECH REPAIR & SOLUTIONS Store in a designated geographic area encompassing the Existing Store. Capitalized terms used herein, unless expressly otherwise provided, shall have the meanings set forth in the Development Agreement.

C. The Parties desire to amend the Development Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this Addendum, the Parties agree as follows:

Agreement

1. **Existing Store.** Company acknowledges and agrees that the Existing Store shall count in determining whether Franchisee has satisfied the Development Obligation for so long as Franchisee continues to operate the Store pursuant to a validly existing Franchise Agreement by and between Company and Franchisee.

2. **Initial Development Fee.** Section 5.1 of the Development Agreement is hereby deleted and replaced with the following:

“5.1 **Initial Development Fee.** Concurrently with the execution of this Agreement, Franchisee shall pay to Company in cash or by certified check, the Initial Development Fee, representing twelve thousand five hundred dollars (\$12,500) (or one-half of the Initial Franchise Fee) for each of the Stores (excluding the Existing Store) required to be opened during the Term pursuant to the Development Obligation.”

3. **Initial Franchise Fees.** Section 5.2 of the Development Agreement is hereby deleted and replaced with the following:

“5.2 **Initial Franchise Fee.** Notwithstanding the terms of any Franchise Agreement executed for a Store developed pursuant to this Agreement, Franchisee shall pay to Company, in cash or by certified check, an Initial Franchise Fee equal to twenty five thousand dollars (\$25,000) for each Store to be

opened pursuant hereto (not including the Existing Store, for which Franchisee has already paid the Initial Franchise Fee), which Initial Franchise Fee shall be payable upon execution by Franchisee of each such Franchise Agreement, provided, however, that Company shall credit the Initial Development Fee paid by Franchisee pursuant to Section 5.1 above, against the Initial Franchise Fee payable under each such Franchise Agreement at the rate of twelve thousand five hundred dollars (\$12,500) per Franchise Agreement.”

4. **Trigger Date.** For purposes of clarification, and notwithstanding anything to the contrary in the Development Agreement or any subsequently executed Franchise Agreement, the term “Trigger Date” shall mean “the earliest to occur of: (a) _____, 20__ (i.e., twenty four (24) months following the opening date of the Existing Store); or (b) the day on which this Agreement is terminated, if terminated due to Franchisee’s failure to satisfy its Development Obligation hereunder.” Further, the Existing Store will be deemed to have been opened “pursuant to” the Development Agreement.

5. **Effect of Addendum.** Except as expressly amended by this Addendum, the Development Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the Development Agreement, this Addendum shall control. No other agreements concerning the subject matter of this Addendum, oral or otherwise, unless expressly referred to and referenced herein, shall be deemed to exist or to bind any of the parties hereto. All prior or contemporaneous agreements, understandings and representations relating to the subject matter hereof are merged and are expressly superseded by this Addendum and the agreements expressly referenced herein. This Addendum cannot be amended, modified or changed except by written instrument signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereof have executed this Addendum as of the date first written above.

“Company”

UBIF FRANCHISING CO

Name: _____
Its: _____

“Franchisee”

_____,
(Entity Name)

a _____ (State of Incorp.)
_____ (Type of Entity)

Name: _____
Its: _____, and individually

Name: _____

Its: _____, and individually

Name: _____

Its: _____, and individually

Name: _____

Its: _____, and individually

Exhibit C

General Release

GENERAL RELEASE

THIS GENERAL RELEASE ("**Release Agreement**") is effective as of the ____ day of _____, 20____ ("**Effective Date**") by and among UBIF FRANCHISING CO, a Florida corporation ("**Franchisor**"), _____ ("**Franchisee**"), _____ ("**Affiliate{s}**") and _____ ("**Owner**" and together with Franchisee and Affiliate{s}, jointly and severally, "**Releasor**").

RECITALS

{Alt. 1} A. Franchisor and Franchisee are parties to {that}{those} certain Franchise Agreement{s}, dated _____ (the "**Transaction Document{s}**");

{Alt. 2} A. Franchisor and Franchisee are parties to {that}{those} certain Area Development Agreement{s}, dated _____ (the "**Transaction Document{s}**");

{Alt. 3} A. Franchisor and Franchisee are parties to that certain Area Development Agreement{s}, dated _____, and those certain Franchise Agreement{s}, dated _____ (collectively, the "**Transaction Document{s}**");

B. Franchisee desires to {assign the Transaction Document{s}} {enter into a Franchise agreement with Franchisor}; and

C. This Release Agreement has been requested at a juncture in the relationship of the parties where the Franchisor is considering either a change or an expansion of the relationship between the parties and/or their affiliates. The Franchisor is unwilling to make the anticipated change or expansion in the relationship of the parties unless it is certain that it is proceeding with a "clean slate" and that there are no outstanding grievances or Claims against it. Releasor, therefore, gives this Release Agreement as consideration for receiving the agreement of the Franchisor to an anticipated change or expansion of the relationship between the parties. Releasor acknowledges that this Release Agreement is intended to wipe the slate clean.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Releasor and Franchisor hereby agree as follows:

1. Definitions. As used in this Release Agreement, the following capitalized terms have the meanings ascribed to them.

1.1 "**Claims**" means all actual and alleged claims, demands, Losses, charges, covenants, responsibilities, warranties, obligations, oral and written agreements, debts, violations, suits, counterclaims, cross claims, third party claims, accounts, liabilities, costs, expenses (including attorneys' fees and court costs), rights to terminate and rescind, rights of action and causes of action of any kind or nature, which in any way relate to or arise from or in connection with the Transaction Documents.

1.2 "**Franchisor Released Parties**" means Franchisor and each of its Constituents.

1.3 "**Constituents**" means past, present and future affiliates, parents, subsidiaries, divisions, partners, owners, shareholders, members, trustees, receivers, executors, representatives, administrators, and the

respective officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of them.

1.4 “**Excluded Matters**” means **{(i)}** Franchisor’s continuing contractual obligations which arise or continue under and pursuant to the Transaction Document{s} on and after the date of this Release Agreement; **and (ii) if this Release Agreement is entered into in connection with the grant of a franchise or license, this Release Agreement is not intended to release or waive the provisions of any applicable franchise registration or disclosure law in connection with the grant of that franchise or license.}**

1.5 “**Losses**” means all damages, liabilities, accounts, suits, awards, judgments, payments, diminutions in value and other losses, costs and expenses, however suffered or characterized, including interest, costs and expenses of investigating and prosecuting any Claim, reference proceeding, lawsuit, arbitration or any appeal; all associated actual attorneys’ fees, whether or not the Claim, reference proceeding, lawsuit or arbitration is ultimately defeated and, all amounts paid to compromise or settle of any Claim, reference proceeding, lawsuit or arbitration

2. General Release. Releasor for itself and its Constituents, hereby releases and forever discharges the Franchisor Released Parties from any and all Claims, whether known or unknown, based upon anything that has occurred or existed, or failed to occur or exist, from the beginning of time to the Effective Date, except for the Excluded Matters and the obligations under this Release Agreement.

3. Waiver of California Civil Code Section 1542.

3.1 Releasor, for itself and its Constituents, acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads as follows:

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.

3.2 With respect to those Claims being released pursuant to Section 2, Releasor, for itself and its Constituents, acknowledges that it is releasing unknown claims and waives all rights it has or may have under California Civil Code Section 1542 or any similar state or local statute or ordinance under applicable law or other common law principle of similar effect. For purposes of this Section 3, Releasor shall be considered to be a creditor of the Franchisor Released Parties, and each of them.

3.3 Releasor acknowledges that this general release extends to claims which Releasor does not know or suspect to exist in favor of Releasor at the time of executing this Release Agreement, which if known by Releasor may have materially affected its decision to enter into this Release Agreement. It is understood by Releasor that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. Releasor therefore, expressly assumes the risk of the facts turning out to be so different and agrees that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

4. Representations and Warranties. Releasor represents and warrants to Franchisor that, in entering into this Release Agreement, it (i) is doing so freely and voluntarily upon the advice of counsel and business advisor of its own choosing (or declined to do so, free from coercion, duress or fraud); (ii) has read and fully understands the terms and scope of this Release Agreement; (iii) realizes that it is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Release Agreement; and (iv) has not

assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the Claims which are called for to be released by this Release Agreement, that it is aware of no third party who contends or claims otherwise, and that it shall not purport to assign, transfer, or convey any such claim in the future.

5. Covenants Not to Sue. Releasor irrevocably covenants to refrain and cause each of its Constituents to refrain from asserting any Claim, or commencing, initiating or causing to be commenced, any proceeding of any kind against any Franchisor Released Party, based upon any matter purported to be released pursuant to this Release Agreement.

6. Indemnity. Without in any way limiting any of the rights and remedies otherwise available to any Franchisor Released Party, Releasor shall defend, indemnify and hold harmless each Franchisor Released Party from and against all Claims whether or not involving third party Claims, arising directly or indirectly from or in connection with (i) the assertion by or on behalf of Releasor or its Constituents of any Claim or other matter purported to be released pursuant to this Release Agreement, (ii) the assertion by any third party of any Claim against any Franchisor Released Party which Claim arises from, or in connection with, any Claim or other matter purported to be released pursuant to this Release Agreement; and (iii) any breach of representations, warranties or covenants by Releasor.

7. Miscellaneous.

7.1 This Release Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the parties hereto.

7.2 This Release Agreement, together with the agreements referenced in this Release Agreement, constitute the entire understanding between and among the parties with respect to the subject matter of this Release Agreement. This Release Agreement supersedes any prior negotiations and agreements, oral or written, with respect to its subject matter. No representations, warranties, agreements or covenants have been made with respect to this Release Agreement, and in executing this Release Agreement, none of the parties is relying upon any representation, warranty, agreement or covenant not set forth in this Release Agreement.

7.3 This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.4 This Release Agreement shall be binding upon and inure to the benefit of the parties to this Release Agreement and their respective successors and permitted assigns.

7.5 All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Release Agreement may require. Neither this Release Agreement nor any uncertainty or ambiguity in this Release Agreement shall be construed or resolved against the drafter, whether under any rule of construction or otherwise. On the contrary, this Release Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties. If any provision of this Release Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

7.6 Any provision of this Release Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

7.7 Each of the parties acknowledges that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Release Agreement, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free from coercion, duress or fraud.

7.8 This Release Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement as of the date set forth above.

“Franchisor”:

UBIF FRANCHISING CO

By:_____

Name:_____

Title:_____

“Releasor”:

“Franchisee”

By:_____

Name:_____

Title:_____

“Affiliate”:

By:_____

Name:_____

Title:_____

“Owner”:

_____, an individual

{Others:}

_____, an individual

Exhibit D

Guaranty

CONTINUING GUARANTY

FOR VALUE RECEIVED, and in consideration of UBIF FRANCHISING CO, a Florida corporation (“Franchisor”), {granting a franchise}{or}{_____} to _____, a _____ (“Franchisee”), the undersigned, _____ and _____ ({jointly and severally,} “Guarantor”), agree as follows:

1. Guaranty of Obligations.

1.1 Guarantor unconditionally, absolutely and irrevocably guarantees the full and prompt payment and performance when due, of all obligations of Franchisee to Franchisor and its affiliates, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or in the future existing or due or to become due, including, without limitation, under or in connection with that certain Franchise Agreement dated _____, 20____ (the “FA”) and each of the documents, instruments and agreements executed and delivered in connection with the FA or this continuing guaranty, as each may be modified, amended, supplemented or replaced from time to time (all such obligations are referred to collectively as the “Obligations”), and all documents evidencing or securing any of the Obligations. This continuing guaranty (this “Continuing Guaranty”) is a guaranty of payment and performance when due and not of collection.

1.2 In the event of any default by Franchisee in making payment of, or default by Franchisee in performance of, any of the Obligations, Guarantor agrees on demand by Franchisor to pay and perform all of the Obligations as are then or thereafter become due and owing or are to be performed under the terms of the Obligations. Guarantor further agrees to pay all expenses (including reasonable attorneys’ fees and expenses) paid or incurred by Franchisor in endeavoring to collect the Obligations, or any part thereof, and in enforcing this Continuing Guaranty

2. Continuing Nature Of Guaranty And Obligations. This Continuing Guaranty shall be continuing and shall not be discharged, impaired or affected by: (1) the insolvency of Franchisee or the payment in full of all of the Obligations at any time or from time to time; (2) the power or authority or lack thereof of Franchisee to incur the Obligations; (3) the validity or invalidity of any of the Obligations; (4) the existence or non-existence of Franchisee as a legal entity; (5) any statute of limitations affecting the liability of Guarantor or the ability of Franchisor to enforce this Continuing Guaranty, the Obligations or any provision of the Obligations; or (6) any right of offset, counterclaim or defense of Guarantor, including, without limitation, those which have been waived by Guarantor pursuant to Paragraph 4 of this Continuing Guaranty.

3. Permitted Actions Of Franchisor. Franchisor may from time to time, in its sole discretion and without notice to Guarantor, take any or all of the following actions: (1) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to Guarantor, with respect to any of the Obligations; (2) extend or renew for one or more periods (whether or not longer than the original period), alter, amend or exchange any of the Obligations; (3) waive, ignore or forbear from taking action or otherwise exercising any of its default rights or remedies with respect to any default by Franchisee under the Obligations; (4) release, waive or compromise any obligation of Guarantor under this Continuing Guaranty or any obligation of any nature of any other obligor primarily or secondarily obligated with respect to any of the Obligations; (5) demand payment or performance of any of the Obligations from Guarantor at any time or from time to time, whether or not Franchisor shall have exercised any of its rights or remedies with respect to any property securing any of the Obligations or any obligation under this Continuing Guaranty; or (6) proceed against any other obligor primarily or secondarily liable for payment or performance of any of the Obligations.

4. Specific Waivers.

4.1 Without limiting the generality of any other provision of this Continuing Guaranty, Guarantor expressly waives: (i) notice of the acceptance by Franchisor of this Continuing Guaranty; (ii) notice of the

existence, creation, payment, nonpayment, performance or nonperformance of all or any of the Obligations; (iii) presentment, demand, notice of dishonor, protest, notice of protest and all other notices whatsoever with respect to the payment or performance of the Obligations or the amount thereof or any payment or performance by Guarantor under this Continuing Guaranty; (iv) all diligence in collection or protection of or realization upon the Obligations or any thereof, any obligation under this Continuing Guaranty or any security for or guaranty of any of the foregoing; (v) any right to direct or affect the manner or timing of Franchisor's enforcement of its rights or remedies; (vi) any and all defenses which would otherwise arise upon the occurrence of any event or contingency described in Paragraph 1 hereof or upon the taking of any action by Franchisor permitted under this Continuing Guaranty; (vii) any defense, right of set-off, claim or counterclaim whatsoever and any and all other rights, benefits, protections and other defenses available to Guarantor now or at any time hereafter, including, without limitation, under any suretyship statute of the State of Florida; and (viii) all other principles or provisions of law, if any, that conflict with the terms of this Continuing Guaranty, including, without limitation, the effect of any circumstances that may or might constitute a legal or equitable discharge of a guarantor or surety.

4.2 Guarantor waives all rights and defenses arising out of an election of remedies by Franchisor.

4.3 Guarantor further waives all rights to revoke this Continuing Guaranty at any time, and all rights to revoke any agreement executed by Guarantor at any time to secure the payment and performance of Guarantor's obligations under this Continuing Guaranty.

5. Subordination; Subrogation. Guarantor subordinates any and all indebtedness of Franchisee to Guarantor to the full and prompt payment and performance of all of the Obligations. Franchisor shall be entitled to receive payment of all Obligations prior to Guarantor's receipt of payment of any amount of any indebtedness of Franchisee to Guarantor. Guarantor will not exercise any rights which it may acquire by way of subrogation under this Continuing Guaranty, by any payment hereunder or otherwise, until all of the Obligations have been paid in full, in cash, and Franchisor shall have no further obligations to Franchisee under the Obligations or otherwise.

6. Non-Competition, Trade Secrets, etc.. Sections 12.1 (Non-Competition), 12.2 (Trade Secrets), and 12.5 (Effect of Applicable Law) of the FA, are incorporated into this Continuing Guaranty by reference, and Guarantor agrees to comply with and perform each of such covenants as though fully set forth in this Continuing Guaranty as a direct and primary obligation of Guarantor.

7. Assignment Of Franchisor's Rights. Franchisor may, from time to time, without notice to Guarantor, assign or transfer any or all of the Obligations or any interest therein and, notwithstanding any assignment(s) or transfer(s), the Obligations shall be and remain Obligations for the purpose of this Continuing Guaranty. Each and every immediate and successive assignee or transferee of any of the Obligations or of any interest therein shall, to the extent of such party's interest in the Obligations, be entitled to the benefits of this Continuing Guaranty to the same extent as if such assignee or transferee were Franchisor.

8. Indulgences Not Waivers. No delay in the exercise of any right or remedy shall operate as a waiver of the such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude other or further exercise of such right or remedy or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Continuing Guaranty be binding upon Franchisor, except as expressly set forth in a writing signed by Franchisor. No action of Franchisor permitted under this Continuing Guaranty shall in any way affect or impair the rights of Franchisor or the obligations of Guarantor under this Continuing Guaranty.

9. Financial Condition Of Franchisee. Guarantor represents and warrants that it is fully aware of the financial condition of Franchisee, and Guarantor delivers this Continuing Guaranty based solely upon its own independent investigation of Franchisee's financial condition. Guarantor waives any duty on the part of

Franchisor to disclose to Guarantor any facts it may now or hereafter know about Franchisee, regardless of whether Franchisor has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor. Guarantor knowingly accepts the full range of risk encompassed within a contract of "Continuing Guaranty" which includes, without limitation, the possibility that Franchisee will contract for additional obligations and indebtedness for which Guarantor may be liable hereunder.

10. Representation and Warranty. Guarantor represents and warrants to Franchisor that this Continuing Guaranty has been duly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

11. Binding Upon Successors; Death Of Guarantor; Joint And Several.

11.1 This Continuing Guaranty shall inure to the benefit of Franchisor and its successors and assigns.

11.2 All references herein to Franchisee shall be deemed to include its successors and permitted assigns, and all references herein to Guarantor shall be deemed to include Guarantor and Guarantor's successors and permitted assigns and, upon the death of a Guarantor, the duly appointed representative, executor or administrator of the Guarantor's estate. This Continuing Guaranty shall not terminate or be revoked upon the death of a Guarantor, notwithstanding any knowledge by Franchisor of a Guarantor's death.

11.3 If there shall be more than one Guarantor (or more than one person or entity comprises Guarantor) under this Continuing Guaranty, all of the Guarantor's obligations and the other obligations, representations, warranties, covenants and other agreements of any Guarantor under this Continuing Guaranty shall be joint and several obligations and liabilities of each Guarantor.

11.4 In addition and notwithstanding anything to the contrary contained in this Continuing Guaranty or in any other document, instrument or agreement between or among any of Franchisor, Franchisee, Guarantor or any third party, the obligations of Guarantor with respect to the Obligations shall be joint and several with each and every other person or entity that now or hereafter executes a guaranty of any of the Obligations separate from this Continuing Guaranty.

12. Governing Law. This Continuing Guaranty shall be governed by and construed in accordance with the laws of the State of Florida. Wherever possible each provision of this Continuing Guaranty shall be interpreted as to be effective and valid under applicable law, but if any provision of this Continuing Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Continuing Guaranty.

13. ADVICE OF COUNSEL. GUARANTOR ACKNOWLEDGES THAT GUARANTOR HAS EITHER OBTAINED THE ADVICE OF COUNSEL OR HAS HAD THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH THE TERMS AND PROVISIONS OF THIS CONTINUING GUARANTY.

14. Entire Agreement. This Continuing Guaranty contains the complete understanding of the parties hereto with respect to the subject matter herein. Guarantor acknowledges that Guarantor is not relying upon any statements or representations of Franchisor not contained in this Continuing Guaranty and that such statements or representations, if any, are of no force or effect and are fully superseded by this Continuing Guaranty. This Continuing Guaranty may only be modified by a writing executed by Guarantor and Franchisor.

IN WITNESS WHEREOF, Guarantor has executed this Continuing Guaranty this ____ day of _____, 20__.

“Guarantor”

Exhibit E
Confidentiality Agreement

UBIF FRANCHISING CO
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(for "Restricted Persons")

In consideration of his or her position as _____ of _____ ("Franchisee"), and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned ("Receiver") hereby acknowledges and agrees that:

1. General. UBIF FRANCHISING CO ("Franchisor"), has developed a distinctive system relating to the operation of stores and mobile units that principally offer and sell repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment, as well as other related service and ancillary products, which are established and operated by others under Franchise Agreements with Franchisor.

2. Confidential Information.

(a) General Definition. Receiver will receive valuable proprietary and confidential information, disclosure of which would be detrimental to Franchisor and Franchisee, which may include, without limitation, recipes, preparation techniques, financial data, product plans, price lists, prices, names, business or marketing plans, manufacturing processes, technical data, computer programs, machinery and equipment, systems, products, projects, research and development data, customer identities and technical and business materials (collectively, the "**Confidential Information**"). Confidential Information may include information in written, oral or machine readable form, and shall be deemed confidential hereunder regardless of the presence or absence of any stamp or other designation of confidentiality accompanying such information. This list of Confidential Information is illustrative only, and does not include all matters considered confidential by Franchisor and Franchisee.

(b) Exclusions. Confidential Information does not include information that:

(i) is in, or becomes in, the public domain without violation of any agreement by the Receiver or any other person, or

(ii) was known to Receiver prior to disclosure thereof to Receiver as evidenced by written records; provided Receiver gives Franchisor written notice and evidence of such prior knowledge within thirty (30) days after receiving otherwise Confidential Information, or

(iii) is disclosed to the Receiver by a third party under no obligation of confidentiality to Franchisor or Franchisee and without violation of any agreement by Receiver or any other person, including the third party.

3. Term. This Agreement shall remain in full force and effect and shall survive the termination of Receiver's employment (or other position or capacity) with Franchisee.

4. Disclosure; Copies. Receiver shall not: (a) disclose such Confidential Information to any person, company or entity, other than as required by Receiver's duties in his or her position with Franchisee; or (b) copy, photograph or make other facsimiles or drawings of the Confidential Information.

5. Use. Receiver will not sell, utilize, implement, appropriate or otherwise use the Confidential Information for any purpose whatsoever, or permit the use of the Confidential Information by others for any purpose whatsoever, without the express written permission of Franchisor.

6. Forced Disclosure. Notwithstanding any other provisions in this Agreement, Receiver may disclose Confidential Information to the extent required by any applicable law, regulation, or court or governmental order; provided that Receiver gives Franchisor and Franchisee reasonable advance written notice of any request or demand for such disclosure and the opportunity to contest such law, regulation or order.

7. Return of Information. Receiver acknowledges and agrees that all Confidential Information furnished hereunder shall be and remain the property of Franchisor. Upon demand, any and all Confidential Information and copies thereof must be returned to Franchisor, or to Franchisee at Franchisor's direction.

8. Non-Competition. While in his or her position with Franchisee, and for a period of twenty four (24) months after Receiver ceases to be in that position, Receiver will not in any capacity, either directly or indirectly, through one or more affiliated entities:

(a) do anything which may injure Franchisee or Franchisor, such as: divert or attempt to divert actual or prospective customers to a competitor business selling competitive services or do or perform, any other act injurious or prejudicial to the goodwill associated with the Marks;

(b) own, operate, lend to, advise, be employed by, or have any financial interest in any business that specializes in repair services relating to computers, smart phones, tablets, gaming consoles or other electronic equipment, other than a store or mobile unit operated pursuant to a validly subsisting franchise agreement with Franchisor (i) within the Territory, or (ii) within an area within twenty (20) miles from any then-existing Store, without Franchisor's prior written consent. In applying for such consent, Receiver will have the burden of establishing that any such activity by them will not involve the use of the Confidential Information or constitute unfair competition with Franchisor or other franchisees or area developers of Franchisor. Notwithstanding the foregoing, this restriction does not include the direct or indirect ownership solely as an investment, of securities of any entity which are traded on any national securities exchange if the owner thereof (i) is not a controlling person of, or a member of a group which controls, such entity and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such entity.

9. Enforcement. Receiver acknowledges and agrees that disclosure or misappropriation of Confidential Information in violation of this Agreement may cause Franchisor and/or Franchisee irreparable harm, the effect of which may be difficult to ascertain, and agrees therefore that Franchisor and/or Franchisee shall be entitled to injunction and/or specific performance in addition to all other remedies otherwise available at law or equity. If it becomes necessary to enforce the terms of this Agreement, Receiver shall be obligated to pay any and all costs reasonably incurred by Franchisor and/or Franchisee in pursuing such enforcement, including attorneys' fees and court costs.

10. Waiver. The failure of Franchisor or Franchisee in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions or options on any future occasion.

11. Severability. Any provision of this Agreement which is rendered unenforceable by a court of competent jurisdiction shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.

12. Choice of Law. This Agreement shall be construed under the laws of the State in which Franchisee's store is located. The only way this Agreement can be changed is in a writing signed by both Franchisee and Receiver.

13. Successors. This Agreement shall be binding upon and inure to the benefit of Franchisor, Franchisee, Receiver, and their respective successors and assigns.

14. Entire Agreement. This Agreement constitutes the entire agreement by Receiver in regard to the confidentiality of matters disclosed pursuant to this Agreement, and supersedes any prior oral or written representations in regard to said matters.

“RECEIVER”

By:_____

Name:_____

Position:_____

Address:_____

ACKNOWLEDGED BY FRANCHISEE:

By:_____

Name:_____

Title:_____

Exhibit F**System Information****SYSTEM INFORMATION AS OF DECEMBER 31, 2021****FRANCHISED LOCATIONS - USA AS OF DECEMBER 31, 2021**

State	Store Name	Store Phone	Store Address	Owner/Contact Person
AL	East Montgomery	(334) 593-5789	6607 Atlanta Highway, Montgomery, AL 36117 USA	Royal Medic LLC, Jihad Hassan
AR	Conway	(501) 358-5950	1040 S Amity Road, Suite F, Conway, AR 72032 USA	*HFF Arkansas Holdings, Inc., Joyce Harb
AR	Little Rock	(501) 225-4349	11525 Cantrell Road, Suite 915, Little Rock, AR 72212 USA	*and**HFF Arkansas Holdings, Inc., Joyce Harb
AR	North Little Rock	(501) 771-4349	4909 J.F.K. Blvd., Little Rock, AR 72116 USA	*and**HFF Arkansas Holdings, Inc., Joyce Harb
AR	Bryant	(501) 778-4348	7361 Alcoa Rd, Bryant, AR 72022 USA	*HFF Arkansas Holdings, Inc., Joyce Harb
AR	Jonesboro	(870) 336-0083	1605 Red Wolf Blvd, Suite C, Jonesboro, AR 72401 USA	*Roadside UBIF LLC, James McDaniel
AZ	Central Scottsdale	(480) 656-9111	8776 E Shea Boulevard, Suite 105, Scottsdale, AZ 85260 USA	**UBIFRKELLYCO, LLC., Ryan Siegel
AZ	Foothills Mall	(520) 327-3771	7401 N. La Cholla Blvd., Suite 165, Tucson, AZ 85741 USA	*UBIFTUC3, LLC, Saqib "Q" Qureshi
AZ	Gilbert	(480) 821-1987	3871 S Gilbert Rd., Gilbert, AZ 85297 USA	**UBIF Pruitt, Co., Gregory Pruitt, Jr.
AZ	Goodyear	(623) 536-4880	1550 N Dysart Rd., Goodyear, AZ 85395 USA	C&S Cairns Company, Scott Cairns
AZ	Main Gate Square	(520) 327-3771	800 E. University Blvd., Suite 106, Tucson, AZ 85719 USA	*and**UBIFTUC1, LLC., Saqib "Q" Qureshi
AZ	Park Place Mall	(520) 327-3771	5870 E. Broadway Blvd., Suite 147, Tucson, AZ 85711 USA	*UBIFTUC4, LLC, Saqib "Q" Qureshi
AZ	Scottsdale	(480) 588-6769	16459 N Scottsdale Rd. Suite C-103, Scottsdale, AZ 85254 USA	UBIFRKELLYCO, LLC, Ryan Siegel
AZ	Tempe	(480) 967-2168	699 South Mill Avenue, Suite 112, Tempe, AZ 85281 USA	**UBIF Pruitt, Co., Gregory Pruitt, Jr.
AZ	Tucson Mall	(520) 327-3771	4500 N Oracle Road, Suite 125, Tucson, AZ 85705 USA	*and**UBIFTUC2, LLC, Saqib "Q" Qureshi
AZ	Yuma	(928) 920-9023	1418 S. Yuma Palms Pkwy Unit #79, Yuma, AZ 85365 USA	*and**PWR PLAY LLC, James Maragh
CA	Apple Valley	(760) 961-9300	18975 Bear Valley Road, Unit 3, Apple Valley, CA 92308 USA	**E & E Elite, Inc., Eric Young Sung

State	Store Name	Store Phone	Store Address	Owner/Contact Person
CA	Bakersfield	(661) 215-4924	3700 California Avenue, Suite 200, Bakersfield, CA 93309 USA	*and**Three Feathers Operating I, LLC, Ryan McDaniel
CA	Carmel Mountain Ranch	(858) 649-6071	11885 Carmel Mountain Rd, Suite 905, San Diego, CA 92128 USA	*Gadget Savors, LLC, Jason Castellanos
CA	Chula Vista	(619) 349-3193	481 Broadway Suite D, Chula Vista, CA 91910 USA	*and**Meysam Investment Group, Inc., Ahmad Bashir
CA	Citrus Heights	(916) 966-7400	5500 Sunrise Blvd., Suite 300, Citrus Heights, CA 95610 USA	*and**Allstar Tech Solutions LLC, Peter Madsen
CA	Clovis	(559) 326-7598	1955 Peach Avenue, Clovis, CA 93612 USA	*Three Feathers Operating I, LLC, Ryan McDaniel
CA	Del Mar	(858) 369-0024	2668-A Del Mar Heights Road, Del Mar, CA 92014 USA	*and**Bashir Investment Inc, Khalil Ahmad Bakhtari
CA	Downey	(562) 401-0800	12140 Lakewood Blvd., Downey, CA 90242 USA	*and**E & E Elite, Inc., Eric Young Sung
CA	Duarte	(626) 408-5757	1187 Huntington Drive, Duarte, CA 91010 USA	*and**E & E Elite, Inc., Eric Young Sung
CA	Elk Grove	(279) 333-7100	9141 E. Stockton Blvd., Suite 250, Elk Grove, CA 95624 USA	*Allstar Tech Solutions LLC, Peter Madsen
CA	Fresno	(559) 930-8243	7029 North Ingram Avenue, Suite 101, Fresno, CA 93711 USA	*and**Three Feathers Operating I, LLC, Ryan McDaniel
CA	Hawthorne	(310) 616-3170	5261 W Rosecrans Ave., Hawthorne, CA 90250 USA	UBIF 93, LLC, Aviel Gilboa
CA	Huntington Beach	(714) 375-1375	16422 Beach Blvd., Westminster, CA 92683	*and**PWR PLAY LLC, James Maragh
CA	La Jolla	(858) 412-4657	7605 Girard Avenue, La Jolla, CA 92037 USA	*San Diego UBIF CA, LLC, Karen Rinker
CA	Koreatown	(213) 302-2648	555 S. Western Avenue #206, Los Angeles, CA 90020 USA	**D & A Operations, LLC, David Kang
CA	LA (Downtown)	(213) 395-0069	800 S Flower Street, Suite B, Los Angeles, CA 90015 USA	**UBIF BMJT, LLC, Brady Miller
CA	Montclair	(909) 680-4010	9407 Central Avenue, Montclair, CA 91763 USA	*and**E & E Elite, Inc., Eric Young Sung
CA	Orange	(714) 835-5716	655 South Main Street, Suite 210, Orange, CA 92868 USA	*and**PWR PLAY LLC, James Maragh
CA	Petaluma	(707) 702-5555	123 N. McDowell Road, Petaluma, CA 94954 USA	*and**Worldwide Cellphone LLC, Mark Gonzales
CA	Rialto	(909) 320-8886	1315 Renaissance Parkway, Suite 860, Rialto, CA 92376 USA	*and** E & E Elite, Inc., Eric Young Sung
CA	San Diego	(619) 501-1431	3619 Midway Drive, San Diego, CA 92110 USA	*and**San Diego UBIF CA, LLC, Karen Rinker
CA	San Diego (Downtown)	(619) 542-9567	1501 India Street, Suite 101, San Diego, CA 92101 USA	*and**Bashir Investment Inc, Khalil Ahmad Bakhtari
CA	San Marcos	(442) 999-5553	740 Nordahl Road, Suite 122, San Marcos, CA 92069 USA	**UBIFHARTSCO, LLC, Stephanie Ayers

* Indicates franchisee is an Area Developer

** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
CA	Santa Barbara	(805) 664-8888	3987 State Street, Suite C, Santa Barbara, CA 93105 USA	*and**UBIF Partners, LLC, Mark Gonzales
CA	Santa Clarita	(661) 476-5934	23360 Valencia Blvd., Suite A, Valencia, CA 91355 USA	**UBREAK 87, Co., Neil Behnke
CA	Santee	(619) 334-0963	30 Town Center Parkway, Suite C, Santee, CA 92071 USA	*and**Gadget Saviors, LLC, Jason Castellanos
CA	Stockton	(209) 307-6610	832 W Benjamin Holt Drive, Stockton, CA 95207 USA	*and**Allstar Tech Solutions LLC, Peter Madsen
CA	Temecula	(951) 587-0950	27540 Ynez Road Suite J-9, Temecula, CA 92591 USA	*and**Lemar Capital Group, Inc., Khalil Ahmad Bakhtari
CA	Torrance	(310) 212-0050	2455 Sepulveda Blvd, Unit E, Torrance, CA 90501 USA	**UBIF BMJT, LLC, Brady Miller
CA	Van Nuys	(818) 616-9436	14503 Sherman Way, Van Nuys, CA 91405 USA	Bekalink, Inc., Yaroslav Svitlynets
CA	Visalia	(559) 429-4994	2950 South Mooney Blvd, Suite 2936, Visalia, CA 93277 USA	*and**Three Feathers Operating I, LLC, Ryan McDaniel
CA	Vista	(760) 990-1525	2020 Hacienda Drive, #H, Vista, CA 92081 USA	**iDevice Electronic Repairs, Inc., Eyal Reich
CA	Woodland Hills	(818) 564-4769	21842 Ventura Boulevard, Woodland Hills, CA 91364 USA	Bekalink, Inc., Yaroslav Svitlynets
CO	Aurora	(303) 690-6327	16710 E Quincy Avenue, Suite B, Aurora, CO 80015 USA	**Best Holdings, LLC, Brandon Best
CO	Castle Rock	(720) 643-5942	312 Metzler Drive, Unit C, Castle Rock, CO 80104 USA	*and**Infinity Satellite Corp, Matthew Aaron Troyer
CO	Colorado Springs East	(719) 638-5925	3634 New Center Point, Colorado Springs, CO 80922 USA	Amazing Graces, LLC, Matt Grace
CO	Green Valley Ranch	(720) 536-5172	18613 Green Valley Ranch Blvd., Suite 106, Denver, CO 80249 USA	D&C LLP, Alison Demzon
CO	Littleton	(720) 502-3912	8246 West Bowles Avenue, Unit Q, Littleton, CO 80123 USA	**UBIF MV, Co., Robert Viator
CO	Parker	(303) 805-5598	11211 Dransfeldt Rd. #161, Parker, CO 80134 USA	CELL CENTER LLC, Navid Khademi
CT	Brookfield	(203) 546-8213	143 Federal Road, Suite 020, Brookfield, CT 06804 USA	*and**I-84 Holdings, LLC, David Ruhs
CT	Hamden	(203) 557-5448	2100 Dixwell Avenue, Hamden, CT 06514 USA	*and**UBIF Patriot, Inc, Steven Donald Gardner
CT	Newington	(860) 785-8428	3275 Berlin Turnpike, Newington, CT 06111 USA	*ROKESIA, LLC, Jeevan Kale
CT	Norwalk	(203) 523-0990	501 Westport Avenue, Norwalk, CT 06851 USA	*and**UBIF Patriot, Inc, Steven Donald Gardner
CT	Shelton	(203) 309-4343	901 Bridgeport Avenue, Suite 109, Shelton, CT 06484 USA	*and**UBIF Patriot, Inc, Steven Donald Gardner
CT	Stamford	(203) 614-1110	123 High Ridge Rd, Stamford, CT 06905 USA	*and**UBIF Patriot, Inc, Steven Donald Gardner

* Indicates franchisee is an Area Developer

** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
CT	Westfarms Farmington	(860) 606-7850	585 Hartford Road, New Britain, CT 06053 USA	*ROKESIA, LLC, Jeevan Kale
DC	DC (Cleveland Park)	(202) 249-7570	3510 Connecticut Avenue Northwest, Washington, DC 20008 USA	Rantech Systems, LLC, Randall McKnight
DC	Eastern Market	(202) 621-2491	409 8th Street Southeast #200, Washington, DC 20003 USA	*and**UBIF Eastern Market, LLC, David B. Ostler
FL	Altamonte	(321) 972-2984	696 East Altamonte Drive #1050, Altamonte Springs, FL 32701 USA	**UBIFINCALLC, Charles Ancona, Jr.
FL	Apopka	(407) 703-8536	2289 E Semoran Blvd., Apopka, FL 32703 USA	**UBIFINCALLC, Charles Ancona, Jr.
FL	Boca Raton	(561) 391-8123	481 North Federal Highway, Boca Raton, FL 33432 USA	UBIF 4 CO, Rolando Bencomo
FL	Boca Raton West	(561) 923-9684	9146 Glades Road, Boca Raton, FL 33434 USA	UBIF 81, Co., Rolando Bencomo
FL	Boynton Beach	(561) 200-0701	398 Congress Ave., Boynton Beach, FL 33426 USA	ACJM, LLC, Carlos Acevedo
FL	Bradenton	(941) 794-3747	4424 Cortez Road W, Bradenton, FL 34210 USA	Papa Frump, LLC, Kenneth Scott
FL	Brandon	(813) 324-8342	2492 W. Brandon Blvd., Brandon, FL 33511 USA	**S.F. Tech Services, Inc., Bryant Sells
FL	Cape Coral	(239) 500-8243	2221 Santa Barbara Blvd #103, CapeCoral, FL 33991 USA	UBIF CC, Co., Justin Murphy
FL	Clermont	(352) 432-3270	2335 S Highway 27, Clermont, FL 34711 USA	**UBIFINCALLC, Charles Ancona, Jr.
FL	Coconut Point	(239) 495-8243	23106 Fashion Dr Unit 103, Estero, FL 33928 USA	UBIF Estero, Co., Justin Murphy
FL	Coral Gables	(786) 360-5214	2101 Ponce De Leon Blvd., Coral Gables, FL 33134 USA	**M&R 1 Holdings, LLC, Hector Montalban
FL	Coral Springs	(954) 346-4888	2918 North University Drive, Coral Springs, FL 33065 USA	UBIF 24, LLC, Alexander Rivero
FL	Delray Beach	(561) 562-5075	851 SE 6th Ave, Delray Beach, FL 33483 USA	Galapagos 26, LLC, Jaime Garzon
FL	Fort Myers	(239) 332-8243	3398 Forum Boulevard #108, Fort Myers, FL 33905 USA	UBIF 17 CO, Justin Murphy
FL	Fort Walton Beach	(936) 703-1095	98 Eglin Parkway Northeast, Fort Walton Beach, FL 32548 USA	*Third Cousin Ventures LLC, Candice Smith
FL	Fruit Cove	(904) 679-3887	119 Bartram Oaks Walk, Suite 105, Fruit Cove, FL 32259 USA	*and**UBIF 3 Stooges, LLC, Adam Siegel
FL	Hodges	(904) 379-8029	13529 Beach Blvd., Unit 204B, Jacksonville, FL 32246 USA	UBIF JADAM, LLC, Adam Siegel
FL	Jacksonville	(904) 642-2980	9823 Tapestry Park Circle #3, Jacksonville, FL 32246 USA	*and**UBIF 3 Stooges, LLC, Adam Siegel
FL	Jensen Beach	(772) 261-8234	2533 NW Federal Highway, Jensen Beach, FL 34994 USA	*N&L UBIF, LLC, NicholasWilliams

* Indicates franchisee is an Area Developer

** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
FL	Lake Worth	(561) 425-5576	706 Lake Avenue, Lake Worth, FL 33460 USA	Island Gold, LLC., Mark Epstein
FL	Lakeland	(863) 225-5940	1539 Town Center Drive, Lakeland, FL 33803 USA	**UBIF 86, Co., Kory Gellinger
FL	Merritt Island	(321) 305-4033	262 East Merritt Island Causeway, Suite 4, Merritt Island, FL 32952 USA	Mum & Son, LLC., Janice McGrath
FL	Naples	(239) 649-8243	36 9th Street South, Naples, FL 34102 USA	*UBIF Naples, LLC, Clark Morton
FL	North Naples	(239) 734-3817	1201 Piper Blvd. Unit 23, Naples, FL 34110 USA	*and**UBIF North Naples, LLC, Clark Morton
FL	North Sarasota	(941) 260-9166	3315 University Parkway, Suite 101, Sarasota, FL 34243 USA	**Frump III, LLC, Joel Scott
FL	Orange Park	(904) 257-6303	16 Blanding Blvd., Orange Park, FL 32073 USA	UBIF JADAM, LLC, Adam Siegel
FL	Palm Beach Gardens	(561) 557-1127	9910 ALT A1A #710, Palm Beach Gardens, FL 33410 USA	*and**SR Tech Group, LLC, Sapna Karamchandani
FL	Pompano Beach	(954) 657-8265	1650 N Federal Hwy, Suite 107, Pompano Beach, FL 33062 USA	Bootcamp Investments, Inc., Marlon Bailey
FL	Port Charlotte	(941) 766-8243	1100 El Jobean Rd. #120, Port Charlotte, FL 33948 USA	**UBIF PC, Co., Jason Weimar
FL	Port Orange	(386) 872-7886	5521 S Williamson Blvd., Port Orange, FL 32128 USA	**UBIF1621 LLC, James Ortwein
FL	Sarasota	(941) 953-1534	4170 S Tamiami Tr., Sarasota, FL 34231 USA	**Frump, LLC, Joel Scott
FL	South Fort Myers	(239) 489-4349	7001 Cypress Terrace, Suite 3, Fort Myers, FL 33907 USA	**UBIF FM3, Co., Justin Murphy
FL	Stuart	(772) 291-2155	245 SW Monterey Road, Stuart, FL 34994 USA	*and**N&L UBIF, LLC, Nicholas Williams
FL	Sunrise	(954) 846-9595	123 Northwest 136th Avenue, Sunrise, FL 33325 USA	**Citie Productions, Inc., Jose Pareja, Jr.
FL	Tallahassee	(850) 692-3400	1660 W Tennessee Street, Tallahassee, FL 32304 USA	**Despro United, LLC, Jarrett Desmond
FL	Tamarac	(954) 747-8475	9440 West Commercial Blvd., Suite 104, Parkland, FL 33321 USA	**UBIF Tamarac, LLC, Alexander Rivero
FL	The Villages	(352) 775-3777	3463 Wedgewood Lane, The Villages, FL 32162 USA	**Maranatha Concepts, LLC, Jose R Suarez
FL	University	(321) 203-4154	7414 University Blvd., Winter Park, FL 32792 USA	UBIFINCALLC, Charles Ancona, Jr.
FL	Valrico	(813) 653-2152	3430 Lithia Pinecrest Road, Valrico, FL 33596 USA	B Sells Enterprises, Inc., Bryant Sells
FL	Venice	(941) 244-2877	4183 S Tamiami Trail, Suite 40, Venice, FL 34293 USA	Davis and Davis Consulting Services LLC, James Kerry Davis
FL	West Brooksville	(352) 606-3381	7032 Coastal Way Blvd., Brooksville, FL 34613 USA	*and**IFIX INVESTMENT GROUP LLC, Anh Tuan Hoang

* Indicates franchisee is an Area Developer

** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
FL	West Jacksonville	(904) 634-7739	4495 Roosevelt Boulevard #308, Jacksonville, FL 32210 USA	**UBIF 3 Stooges, LLC, Adam Siegel
GA	Alpharetta	(770) 552-0206	1605 Mansell Road, Alpharetta, GA 30009USA	*UBIF 1,000,000 LLC, Jonathan Tyler Harper
GA	Athens	(706) 850-7444	1850 Epps Bridge Parkway, Suite 104, Athens, GA 30606 USA	**Second Cousin Ventures, LLC, Candice Smith
GA	Atlanta	(404) 812-0655	2770 Lenox Road Northeast, Atlanta, GA 30324 USA	**First Cousin Ventures, LLC, Candice Smith
GA	Canton	(770) 224-8086	1353 Riverstone Parkway, #150, Canton, GA 30114 USA	**North Georgia New Opportunities, LLC., Robert P. Sullivan
GA	Chamblee	(470) 857-4400	5485 Peachtree Blvd., Suite 100, Atlanta, GA 30341 USA	*Fourth Cousin Ventures LLC, Candice Smith
GA	Duluth	(770) 580-3491	3455 Peachtree Industrial Blvd., Suite 210,Duluth, GA 30096 USA	*and**UBIF Duluth, Co., Jonathan Tyler Harper
GA	East Cobb	(678) 214-3641	3605 Sandy Plains Road, Suite 125, Marietta, GA 30066 USA	**SEIG, Inc., Jeff Lennox
GA	Emory Point	(404) 549-8159	1568 Avenue Place D1-110, Atlanta, GA 30329 USA	*UBIF 1,000,000 LLC, Jonathan Tyler Harper
GA	Fayetteville	(770) 703-5791	104 Pavilion Parkway, Fayetteville, GA 30214 USA	*and**PMH Tech Services, LLC, Gerald White
GA	Gainesville	(470) 290-5401	333 Shallowford Road NW, Suite C, Gainesville, GA 30504 USA	Tech Giant ATL Repair LLC, Shenyu Zheng
GA	Kennesaw	(678) 214-3642	1550 Crater Lake Drive NW, Suite 100, Kennesaw, GA 30152 USA	**SEIG, Inc., Jeff Lennox
GA	Lawrenceville	(770) 261-8569	900 Duluth Highway, Suite 900, Lawrenceville, GA 30043 USA	*UBIF Lawrenceville LLC, Johnathan Tyler Harper
GA	McDonough	(770) 626-3799	1772 Jonesboro Road, McDonough, GA 30253 USA	*and**PMH Tech Services, LLC, Gerald White
GA	Newnan	(678) 552-9638	591 Bullsboro Drive, Newnan, GA 30265 USA	*and**PMH Tech Services, LLC, Gerald White
GA	Snellville	(668) 990-0888	2007 Scenic Hwy. N, Suite 107, Snellville, GA 30078 USA	*UBIF Snellville, LLC, Johnathan Tyler Harper
GA	West Cobb	(678) 214-3640	3600 Dallas Hwy Suite 300, Marietta, GA 30064 USA	**SEIG, Inc., Jeff Lennox
GA	Woodstock	(770) 635-7553	2360 Towne Lake Parkway #108, Woodstock, GA 30189 USA	**North Georgia New Opportunities, LLC, Robert P. Sullivan
HI	Kailua	(808) 762-4349	26 Hoolai Street, Suite 400, Kailua, HI 96734 USA	*and**UBIF Hawaii LLC, Jose A Galeano Jr.
HI	Kapolei	(808) 892-1155	590 Farrington Hwy., Suite 22, Kapolei, HI 96707 USA	*and**UBIF Hawaii LLC, Jose A Galeano Jr.
ID	Boise	(208) 917-7410	3629 Federal Way, Boise, ID 83705 USA	**New O, LLC., Scott Baker
ID	Idaho Falls	(208) 529-0065	2003 S 25th E, Suite D-2 , Idaho Falls, ID 83406 USA	**Cannon Gardner, LLC, Andrew Gardner
ID	Meridian	(208) 917-7100	3355 E Fairview Ave, Meridian, ID 83642 USA	New O, LLC, Scott Baker

* Indicates franchisee is an Area Developer

** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
ID	Nampa	(208) 205-9550	16375 North Merchant Way, Nampa, ID 83687 USA	New O, LLC, Scott Baker
ID	Pocatello	(208) 529-1968	231 W. Quinn Road, Suite C, Pocatello, ID 83201 USA	Cannon Gardner, LLC, Andrew Gardner
IL	Algonquin	(224) 333-0020	1720 S Randall Road, Unit 11, Algonquin, IL 60102 USA	Khayam Repairs, Inc., Virasat Ali Sajanalal
IL	Arlington Heights	(847) 749-0230	45 S Evergreen Avenue, Arlington Heights, IL 60005 USA	*and**UBIF66, LLC, Kyle Burg
IL	Carbondale	(618) 351-0130	859 E. Grand Avenue, Carbondale, IL 62901 USA	**uBreakiFix - Southern Illinois, Inc., Pryor Jordan
IL	Champaign	(217) 888-2550	1712 W Springfield Avenue, Suite G, Champaign, IL 61821 USA	**HFF Michigan Holdings, Inc., Joyce Harb
IL	Darien IL	(630) 324-6076	7531 Lemont Road, Suite B, Darien, IL 60561 USA	LA FEVERS LLC, Judy LaFevers
IL	Geneva	(630) 402-0171	1096 Commons Drive, Geneva, IL 60134 USA	**For The Right Reasons, Inc., Jeff Schwartz
IL	Lakeview	(773) 880-2181	3176 N Clark Street, Chicago, IL 60657 USA	**Maple Avenue Partners - Lakeview, LLC, Lynn Fraaza
IL	Logan Square	(773) 661-9958	2500 N Milwaukee Avenue, Unit S4-B, Chicago, IL 60647 USA	L & S Logan LLC, Dylan Lames Schaefer
IL	Machesney	(779) 774-9103	1219 West Lane Road, Machesney Park, IL 61115 USA	Stellar Innovations LLC, Scott Wasemiller
IL	Marion	(618) 944-4505	2801-4 Civic Circle Blvd., Marion, IL 62959 USA	uBreakiFix - Southern Illinois, Inc., Pryor Jordan
IL	Naperville	(331) 472-4292	118 South Webster Street, Naperville, IL 60540 USA	**LA FEVERS LLC, Judy LaFevers
IL	Niles	(847) 470-0460	8530 W Golf Rd., Niles, IL 60714 USA	**UBIF 30 LLC, Daniel Schultz
IL	Oak Lawn	(708) 907-5438	5138 West 95th Street, Oak Lawn, IL 60453 USA	OAK LAWN UBREAKIFIX LLC, Mohammad Salamah
IL	Rockford	(815) 708-7130	735 S. Perryville Road, Rockford, IL 61108 USA	**Stellar Innovations LLC, Scott Wasemiller
IL	South Loop	(312) 226-9007	1240 S Canal Street, Chicago, IL 60607 USA	**The Baldman, Inc., Thomas Brame
IL	Vernon Hills	(847) 918-0209	700 N Milwaukee Avenue, Suite 143, Vernon Hills, IL 60061 USA	**Maple Avenue Partners – Vernon Hills, LLC., Lynn Fraaza
IL	Wheaton	(630) 765-7721	18 Danada Square W., Wheaton, IL 60189USA	Yet Another Phone Repair, Inc., Jeff Schwartz
IL	Naperville	(331) 472-4292	118 South Webster Street, Naperville, IL 60540 USA	**LA FEVERS LLC, Judy LaFevers
IN	Avon	(317) 564-0696	10421 E US Highway 36, Avon, IN 46123 USA	*Origin IV Enterprises, LLC, Thomas Lessaris
IN	Elkhart	(574) 891-4044	4568 Elkhart Road, Suite 300, Goshen, IN 46526 USA	*and**JJB23 Holdings, Inc., John Bailey Jr.

* Indicates franchisee is an Area Developer

** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
IN	Evansville	(812) 773-5018	850 N Green River Road, Evansville, IN 47715 USA	618 TECH INC, John B Beal
IN	Greenwood	(317) 215-4008	789 U.S. HWY. 31, Greenwood, IN 46142USA	*and**Origin IV Enterprises, LLC, Thomas Lessaris
IN	Keystone	(317) 588-6105	3869 E 82nd St., Indianapolis, IN 46240 USA	*and**Origin IV Enterprises, LLC, Thomas Lessaris
IN	Noblesville	(317) 678-8259	17235 Mercantile Boulevard, Noblesville, IN 46060 USA	*Origin IV Enterprises, LLC, Thomas Lessaris
IN	Seymour	(812) 405-2661	310 Burkart Boulevard, Suite E, Seymour, IN 47274 USA	*and**Hoosier Daddies, LLC, Brett Bevers
IN	South Bend	(574) 931-2839	5520 Grape Road, Mishawaka, IN 46545 USA	*and**JJB23 Holdings, Inc., John J. Bailey, Jr.
IN	West Carmel	(317) 471-8223	10460 N Michigan Rd, Suite 120, Carmel, IN 46032 USA	*Origin IV Enterprises, LLC, Thomas Lessaris
KY	Bowling Green	(270) 904-4552	760 Campbell Lane, Suite 101, Bowling Green, KY 42104 USA	**65 Properties, LLC, Daniel Watterson
LA	Baton Rouge	(225) 900-7717	640 Arlington Creek Blvd., Building 2, Suite B, Baton Rouge, LA 70820 USA	*and**Trevor T, LLC, Jennifer MeSha Prejean
LA	Lafayette	(337) 706-7871	5520 Johnston Street, Lafayette, LA 70503USA	*and**PNP Enterprise, LLC, Jennifer MeSha Prejean
LA	Lake Charles	(337) 263-6639	2645 Derek Drive, Lake Charles, LA 70607 USA	YOUR WIRELESS REPAIRS LLC, Manuel Castineiras
LA	Metairie	(504) 875-4206	3200 Severn Avenue, Metairie, LA 70002 USA	*and**uBreakiFix of Louisiana, LLC, Michael C. Melito
LA	New Orleans	(504) 826-9192	2115 Magazine Street, New Orleans, LA 70130 USA	*uBreakiFix of Louisiana, LLC, Michael C. Melito
MA	Dedham	(781) 686-9629	320 Washington St., Dedham, MA 02026 USA	*Scrymp Enterprises, Inc., Patrick G. Hurley
MA	Needham	(339) 777-5445	225 Highland Avenue, Needham, MA 02494 USA	*and**Scrymp Enterprises, Inc., Patrick G. Hurley
MD	Bethesda	(240) 762-6555	8019 Wisconsin Ave., Bethesda, MD 20814 USA	**Rantech Systems, LLC, Randall McKnight
MD	Bowie	(301) 967-1653	15511 Annapolis Road, Suite 520, Bowie, MD 20715 USA	Kimfix LLC, Francis Dong Sik Kim
MD	California	(240) 405-1221	1046 W Patrick Street, Unit E, Frederick, MD 21702 USA	*QUART Consulting Services, LLC, Marcus Thomas
MD	Frederick	(240) 405-1221	1046 W Patrick St. Unit E, Frederick, MD 21702 USA	*Gladwell Consulting, LLC, Evelyn Baylin
MD	Hanover	(240) 512-2886	7690 Dorchester Blvd., Hanover, MD 21076 USA	Infinite Legacy Holdings, Inc., Ameer S. McCall
MD	Owings Mills	(443) 590-0049	9920 Reisterstown Road, Owings Mills, MD 21117 USA	*Gladwell Consulting, LLC, Evelyn Baylin
MI	Bloomfield Hills	(248) 940-2971	3941 Telegraph Road, Bloomfield Hills, MI 48301 USA	*HFF Michigan Holdings, Inc., Joyce Harb

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** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
MI	Brighton	(810) 775-0900	9964 East Grand River Avenue, Brighton, MI 48116 USA	*and**HFF Michigan Holdings, Inc., Joyce Harb
MI	Canton MI	(734) 821-2727	43723 Ford Road, Canton, MI 48187 USA	*and**HFF Michigan Holdings, Inc., Joyce Harb
MI	Flint Township	(810) 875-9251	4297 Miller Road Suite B, Flint, MI 48507 USA	*and**JJB23 Holdings, Inc., John J. Bailey, Jr.
MI	Kalamazoo	(269) 775-1910	4510 W Main Street, Kalamazoo, MI 49006 USA	*and**JJB23 Holdings, Inc., John J. Bailey, Jr.
MI	Kentwood	(616) 450-0506	3567 28th Street SE, Grand Rapids, MI 49512 USA	*and**Divergence, Inc., Gary Thomas Wroblewski
MI	North Grand Rapids	(616) 952-2952	4064 Alpine Avenue, Suite C, Grand Rapids, MI 49534 USA	*and**Divergence, Inc., Gary Thomas Wroblewski
MI	Roseville	(586) 334-4004	31200 Gratiot Avenue, Roseville, MI 48066 USA	*HFF Michigan Holdings, Inc., Joyce Harb
MI	Royal Oak	(248) 607-3427	30274 Woodward Avenue, Royal Oak, MI 48073 USA	*and**HFF Michigan Holdings, Inc., Joyce Harb
MI	Southfield	(248) 281-4958	24508 Twelve Mile Road, Southfield, MI 48034 USA	*and**HFF Michigan Holdings, Inc., Joyce Harb
MI	Sterling Heights	(586) 272-2105	36657 Van Dyke Road, Sterling Heights, MI 48312 USA	*and**HFF Michigan Holdings, Inc., Joyce Harb
MI	Shelby	(586) 788-0004	14876 Hall Road, Sterling Heights, MI 48313 USA	*HFF Michigan Holdings, Inc., Joyce Harb
MI	Taylor	(734) 423-7100	23630 Eureka Road, Taylor, MI 48180 USA	*and**HFF Michigan Holdings, Inc., Joyce Harb
MI	Troy	(248) 712-6622	3137 Crooks Road, Troy, MI 48084 USA	*and**HFF Michigan Holdings, Inc., Joyce Harb
MI	West Bloomfield	(248) 847-0100	7415 Orchard Lake Road, West Bloomfield Township, MI 48322 USA	*HFF Michigan Holdings, Inc., Joyce Harb
MI	West Lansing	(517) 580-3128	4324 West Saginaw Highway, Suite B, Lansing, MI 48917 USA	*and**JJB23 Holdings, Inc., John J. Bailey, Jr.
MI	Wyoming MI	(616) 450-5650	5751 Byron Center Ave SW, Suite U, Wyoming, MI 49519 USA	*and**Divergence, Inc., Gary Thomas Wroblewski
MN	Maple Grove	(763) 754-9916	7888 Main Street N., Maple Grove, MN 55369 USA	*and**UBIF Maple Grove, LLC, Hyle Erwin
MN	Minnetonka	(952) 378-1263	4713 County Road 101, Minnetonka, MN 55345 USA	*and**Fresh Start, LLC, Hyle Erwin
MN	North Rochester	(507) 722-2102	2986 41 st Street NW, Rochester, MN 55901 USA	*Fast Phone Repair LLC, James Gorecki
MN	South Rochester	(513) 407-7410	12 9 th Street SE, Rochester, MN 55904 USA	*Fast Phone Repair LLC, James Gorecki
MN	Uptown Minneapolis	(612) 655-2890	917 W Lake Street, Minneapolis, MN 55408 USA	*and**Fresh Start, LLC., Hyle Erwin
MN	Woodbury	(651) 493-8906	779 Bielenberg Drive, Suite 107, Woodbury, MN 55125 USA	*and**Fresh Start, LLC., Hyle Erwin

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** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
MO	Chesterfield	(636) 778-2934	142 Chesterfield Valley Drive, Chesterfield, MO 63005 USA	*JK Solutions of Chesterfield, LLC., Jason Troester
MO	Manchester	(636) 686-5296	14175 Manchester Rd., Ballwin, MO 63011 USA	*and**JK Solutions, LLC., Jason Troester
MS	Gulfport	(228) 382-4399	12373 US 49 #6, Gulfport, MS 39503 USA	*and**The Broken Apple Repair Shoppe, Steven L. Curtindale
MS	Ocean Springs	(228) 235-5014	1610 Bienville Blvd., Unit 6, Ocean Springs, MS 39564 USA	Alpha Group, LLC, Steven L. Curtindale
MS	Oxford	(662) 236-5670	1501 Jackson Avenue W, Suite 111, Oxford, MS 38655 USA	*and**UBIF Oxford LLC, Joseph Kyle McGrevey
MT	Bozeman	(406) 219-3322	867 S 29 th Avenue, Suite 108, Bozeman, MT 59718 USA	DreaMT LLC, Brandon Cunningham
NC	Burlington	(336) 280-4480	2771 South Church Street, Burlington, NC 27215 USA	*and**Bourbon Dog, Inc., Charles D. Braxton
NC	Cary	(919) 948-4841	952 High House Rd, Cary, NC 27513 USA	*and**SULLIVAN STREET, LLC, Timothy Moorehead
NC	Concord	(704) 793-1299	522 Kannapolis Parkway, Concord, NC 28027 USA	*C&B LLC, Casey Higgins
NC	Crossroads	(919) 650-3954	323 Crossroads Boulevard, Cary, NC 27518 USA	*and**SULLIVAN STREET, LLC, Timothy Moorehead
NC	Durham Southpoint	(984) 212-4349	8128 Renaissance Pkwy #112, Durham, NC 27713 USA	**Tarheel MobileTech, LLC, Carl Westerhold
NC	East Charlotte	(704) 844-0706	1605 Galleria Blvd # 120, Charlotte, NC 28270 USA	**Midas Touch Ventures, Inc., Stephen Christopher Olliver
NC	Greensboro	(336) 763-1429	1603B Westover Terrace, Greensboro, NC 27408 USA	*and**Bourbon Dog, Inc., Charles D. Braxton
NC	Greenville	(252) 215-8889	1901 Charles Blvd., Suite 900, Greenville, NC 27858 USA	**GOGOGADGETFIX LLC, Alan Marc Stone
NC	Huntersville	(980) 689-5490	16615 W Catawba Avenue, Suite E, Huntersville, NC 28078 USA	*and**Strong Life, LLC, Casey Higgins
NC	Raleigh	(919) 948-4441	1028 Oberlin Road #246, Raleigh, NC 27608 USA	*SULLIVAN STREET, LLC, Timothy Moorehead
NC	South Asheville	(828) 676-0744	200 Julian Shoals Drive, Unit 60, Arden, NC 28704 USA	**UBIF JMK, Inc., Jimmy Ray Smith Jr
NC	Wake Forest	(919) 263-3500	1009 Stadium Drive, Suite 108, Wake Forest, NC 27587 USA	*and**K.S.R.L., LLC, Ivy K Lassiter
NC	Winston-Salem	(336) 245-4535	546 South Stratford Road, Winston-Salem, NC 27103 USA	*SULLIVAN STREET, LLC, Timothy Moorehead
ND	Fargo	(701) 380-7499	1650 45 th Street S, Suite 106, Fargo, ND 58103 USA	*Fast Phone Repair LLC, James Gorecki
ND	Grand Forks	(701) 343-9888	2712 S Columbia Road, Grand Forks, ND 58201 USA	*and**Fast Phone Repair LLC, James Gorecki
NE	Grand Island	(308) 675-2342	622 N Webb Road, Grand Island, NE 68803 USA	*and**Birdseye Repair LLC, Hyle Erwin

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** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
NE	Lincoln	(402) 327-8541	5505 E O Street, Lincoln, NE 68510 USA	*and**Repair Smartphones LLC, Hyle Erwin
NJ	Glassboro	(856) 270-5956	1050 Delsea Drive, Suite B, Glassboro, NJ 08028 USA	**U Break I Fix Of Glassboro LLC, Ravinder Singh
NJ	Millburn	(973) 315-1751	304 Millburn Ave, Millburn, NJ 07041 USA	**Arrington Management Corporation, Stuart Leon Arrington Jr.
NV	Centennial NV	(725) 220-6300	6436 N Decatur Blvd., Suite 120, North Las Vegas, NV 89084 USA	*McWest LLC, Daniel J. McDonald
NV	Las Vegas	(702) 485-2889	695 N Stephanie Street, Henderson, NV 89014 USA	*and**UBIF Nevada, LLC., Daniel Alnajjar
NV	North Las Vegas	(702) 899-3998	2520 E Craig Road, North Las Vegas, NV 89030 USA	*UBIF Paradise, LLC., Daniel Alnajjar
NV	Reno	(775) 384-2398	6795 S. Virginia Street, Suite 4, Reno, NV 89511 USA	*and**Worldwide Cellphone LLC, Mark Gonzales
NV	Sparks	(775) 499-7777	671 N McCarran Blvd., Sparks, NV 89431 USA	*Worldwide Cellphone LLC, Mark Gonzales
NV	Summerlin	(702) 899-8099	7175 W Lake Mead Blvd, Suite 170, Las Vegas, NV 89128 USA	*and**UBIF Nevada, LLC., Daniel Alnajjar
NY	Bayside	(718) 819-8194	42-28 Bell Blvd., Bayside, NY 11361 USA	*and**The Wireless Circle, Inc., Bilal Arif
NY	Chelsea	(212) 989-4878	251 West 23rd Street, New York, NY 10011 USA	*and**The Wireless Circle, Inc., Bilal Arif
NY	College Point	(718) 662-8414	13207 14th Ave, Queens, NY 11356 USA	*YOUR WIRELESS REPAIRS LLC, Manuel Castineiras
NY	Deer Park	(631) 522-1316	1936A Deer Park Avenue, Deer Park, NY 11729 USA	Remotech, Inc., Roger Remondino
NY	Downtown Brooklyn	(929) 324-0277	392 Court Street, Brooklyn, NY 11231 USA	**UBREAKIFIX DOWNTOWN BROOKLYN INC., Hernán Esteban Ortega
NY	Forest Hills	(718) 480-6446	70-09 Austin Street, Forest Hills, NY 11375 USA	*The Wireless Circle, Inc., Bilal Arif
NY	Huntington	(631) 470-7341	229 Walt Whitman Road, Huntington Station, NY 11746 USA	*UBIF HUNTINGTON LLC, Bilal Arif
NY	Lower East Side	(212) 207-9292	162 Delancey Street, New York, NY 10002 USA	*The Wireless Circle, Inc., Bilal Arif
NY	Ozone Park	(845) 478-3406	102-16 Liberty Avenue, Ozone Park, NY 11416 USA	*Zamora Repair L.L.C., Xavier Zamora
NY	Port Jefferson	(631) 509-0710	4930 Nesconset Highway, Port Jefferson Station, NY 11776 USA	**Genao Tech, LLC., Jose Genao
NY	Riverhead	(631) 338-0444	1826 Old Country Road, Riverhead, NY 11901 USA	*and**YOUR WIRELESS REPAIRS LLC, Manuel Castineiras
NY	Syosset	(516) 921-5100	106 Jackson Avenue, Syosset, NY 11791 USA	*and**UBIF CML, INC., Carlos Lameirao
NY	StuyTown NYC	(212) 810-6746	342 East 21st Street, New York, NY 10010 USA	*The Wireless Circle, Inc., Bilal Arif

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** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
NY	Upper East Side	(212) 810-7691	1324 Lexington Ave, New York, NY 10128 USA	*The Wireless Circle, Inc., Bilal Arif
NY	Upper West Side	(212) 903-4349	202 W 96th Street, New York, NY 10025 USA	*The Wireless Circle, Inc., Bilal Arif
NY	West Village	(212) 495-9288	96 Greenwich Avenue, New York, NY 10011 USA	*AMPM Operations, Inc., Peter Marino
OH	Avon	(440) 695-8686	36050 S. Detroit Road, Suite S, Avon, OH 44011 USA	*Trinity Enterprises 2017 LLC, John Ebenezer Gnanasekhar
OH	Cleveland Heights	(216) 417-5400	1906 Warrensville Center Road, Unit F-2, South Euclid, OH 44121 USA	*Trinity Enterprises 2017 LLC, John Ebenezer Gnanasekhar
OH	Findlay	(567) 333-8338	1784 Tiffin Avenue, Findlay, OH 45840 USA	*MorganUBIF, LLC, Craig Shawn Parsons
OH	Holland	(567) 777-0220	6819 Spring Valley Drive, Holland, OH 43528 USA	*MorganUBIF, LLC, Craig Shawn Parsons
OH	Hyde Park	(513) 407-7410	3760 Paxton Avenue, Suite F, Cincinnati, OH 45209 USA	Ohio Fix Inc., Bruce R. Seidel III
OH	Perrysburg	(567) 368-7100	10089 Fremont Pike, Perrysburg, OH 43551 USA	*and**MorganUBIF, LLC., Craig Shawn Parsons
OH	Polaris	(614) 505-0056	2017 Polaris Parkway, Columbus, OH 43240 USA	*HFWG Corporation, Thomas J Davidson
OH	Springfield	(937) 717-9563	1972 N Bechtle Avenue, Springfield, OH 45504 USA	POLEY LLC, Natalya Poley
OH	Toledo	(567) 777-0440	4701 Talmadge Road, Suite 103, Toledo, OH 43623 USA	*MorganUBIF, LLC, Craig Shawn Parsons
OH	University District	(614) 947-7566	1586 N High Street, Suite C05, Columbus, OH 43201 USA	*HFWG Corporation, Thomas J Davidson
OK	Uptown Oklahoma City	(405) 407-7450	6308 N May Avenue, Oklahoma City, OK 73116 USA	*and**On Demand Services LLC, Asif Noorani
OR	Jantzen Beach	(503) 894-8522	1337 N. Hayden Island Drive, Portland, OR 97217 USA	WGHICKS Group Inc., William Gregory Hicks
OR	Sherwood	(503) 610-1341	21260 SW Langer Farms Pkwy. #140, Sherwood, OR 97140 USA	*Smart Retail Techs - Sherwood LLC, George Kalomiris
OR	Washington Square	(971) 217-9400	9120 SW Hall Boulevard, Suite B, Portland, OR 97223 USA	*and**Smart Retail Techs - Washington Square LLC, George Kalomiris
PA	East Lancaster	(717) 945-7677	2530 Lincoln Highway E, Suite 810, Lancaster, PA 17602 USA	HD Repair, LLC, Kevin Hutchinson
PA	Glen Mills	(484) 800-8696	1800 Wilmington Pike, Glen Mills, PA 19342 USA	*UBIF Corporation, Patricia Buckley
PA	Lancaster	(717) 824-4494	1939 Fruitville Pike, Lancaster, PA 17601 USA	*and**JAR 55, LLC, James McNeil
PA	Mechanicsburg	(717) 635-9754	4957 Carlisle Pike, Mechanicsburg, PA 17050 USA	*and**JAR 55, LLC, James McNeil
PA	Montage	(570) 800-7603	1141 Shoppes Blvd., Moosic, PA 18507 USA	*and**UBIF of NEPA, Inc., William C. Swoyer

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** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
PA	Robinson	(412) 788-4820	900 Settlers Ridge Center Drive, Pittsburgh, PA 15205 USA	UBIF South Hills, Co., Samuel Hanley
PA	South Hills	(412) 344-1001	3233 West Liberty Avenue, Pittsburgh, PA 15216 USA	UBIF South Hills, Co., Samuel Hanley
PA	Wilkes-Barre	(570) 852-5907	31 Bear Creek Blvd., Wilkes-Barre, PA 18702 USA	UBIF of NEPA, Inc., William C. Swoyer
PR	San Juan	(787) 333-6044	205 Calle Federico Acosta, San Juan, PR 00918 USA	*ESCA GROUP LLC, Edgardo Garcia
SC	Anderson	(864) 844-9233	3501 Clemson Boulevard #9, Anderson, SC 29621 USA	*and**Cellular Buybax and Repairs, LLC, Dong Chen
SC	Haywood	(864) 568-5511	475 Haywood Road, Greenville, SC 29607 USA	**AnDara, LLC, Stephen Christopher Olliver
SC	Lexington	(803) 520-8285	5594 Sunset Boulevard, Unit C, Lexington, SC 29072 USA	*and**UBIF Irmo, LLC, Bret Bauer
SC	Mount Pleasant	(843) 936-2095	644 Long Point Road, Suite E, Mount Pleasant, SC 29464 USA	*and**Earp & Siegfried, LLC, William Siegfried
SC	Spartanburg	(864) 586-1188	8147 Warren H Abernathy Hwy, Spartanburg, SC 29301 USA	**Mason Unlimited, LLC, Josh Mason
TN	Bearden	(865) 394-6146	6477 Kingston Pike, Knoxville, TN 37919 USA	*and**Rareagle, LLC., Kevin O'Beirne
TN	Brentwood	(615) 928-8108	101 Creekside Crossing, Suite 1750, Brentwood, TN 37027 USA	*and**P&C Investment Group, LLC, Jonathan Scott Phillips
TN	Clarksville	(931) 378-7879	1825 Madison Street, Suite B, Clarksville, TN 37043 USA	**UBREAKIFIX 610 LLC, Christopher J. Burch
TN	Cleveland	(423) 464-5242	694 Paul Huff Parkway, Cleveland, TN 37312 USA	*Rareagle, LLC, Kevin O'Beirne
TN	Cool Springs	(615) 614-3766	1735 Galleria Blvd #1080, Franklin, TN 37067 USA	*and**P&C Investment Group, LLC, Jonathan Scott Phillips
TN	Germantown	(901) 482-9911	7464 Winchester Road, #104, Memphis, TN 38125 USA	*Lawson III, LLC, Marc L. Lawson Jr.
TN	Hermitage	(615) 915-1698	5225 Old Hickory Blvd, Hermitage, TN 37076 USA	*Rareagle, LLC, Kevin O'Beirne
TN	Hixson	(423) 206-9196	5211 Highway 153, Suite 109, Hixson, TN 37343 USA	*and**Rareagle, LLC, Kevin O'Beirne
TN	Johnson City	(423) 431-8077	1150 West Side of Franklin Road, Johnson City, TN 37604 USA	*and**Lawson III, LLC, Marc L. Lawson Jr.
TN	Mt Juliet	(615) 800-8252	650 South Mt. Juliet Road, Suite 110, Mt. Juliet, TN 37122 USA	*and**UBIF Mt Juliet, LLC., Kevin O'Beirne
TN	Murfreesboro	(615) 203-5713	2222 Medical Center Pkwy, Murfreesboro, TN 37129 USA	*and**P&C Investment Group, LLC, Jonathan Scott Phillips
TN	Powell	(865) 859-0518	2411 Callahan Drive, Knoxville, TN 37912 USA	*UBIF Powell, LLC, Kevin O'Beirne
TN	Smyrna	(615) 984-4313	432 Sam Ridley Parkway, Suite 432, Smyrna, TN 37167 USA	*UBIF Mt Juliet, LLC, Kevin O'Beirne

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** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
TN	Spring Hill	(931) 451-7981	1008 Crossings Blvd., Spring Hill, TN 37174 USA	**P&C Investment Group, Inc., Jonathan Scott Phillips
TN	Turkey Creek	(865) 288-4091	11133 Parkside Drive, Knoxville, TN 37934 USA	*UBIF Turkey Creek, LLC, Kevin O'Beirne
TN	Wolfchase	(901) 482-9911	8075 Giacosa Place, Suite 102, Memphis, TN 38133 USA	*and**Lawson III, LLC, Marc L. Lawson Jr.
TX	281Bitters	(210) 474-0054	226 W Bitters Road, Suite #105, San Antonio, TX 78216 USA	*Hotchkiss Ventures, LLC, Jason Patrick Hotchkiss
TX	Bandera	(210) 396-7113	11860 E Bandera Road, Suite 860, San Antonio, TX 78023 USA	*Hotchkiss Ventures, LLC, Jason Patrick Hotchkiss
TX	Bouldin	(512) 487-5545	2210 S 1st Street, Unit M, Austin, TX 78704 USA	*and**UBIF City Base, Co., Brandon McNew
TX	Cedar Park	(512) 456-7156	1335 E. Whitestone Boulevard 5B, Cedar Park, TX 78613 USA	*and**Bluewater Northstar L.L.C., Gustavo Viegas Reichardt
TX	Cinco Ranch	(281) 868-3600	6825 S Fry Road, Suite 300, Katy, TX 77494 USA	*Verdas Enterprises LLC, Mark Wallis
TX	Cypress	(281) 758-1317	17515 Spring Cypress Road, Suite H, Cypress, TX 77429 USA	*and**Avila Tech Investments, Inc., Antonio D. Avila
TX	Downtown Austin	(512) 770-1060	501 W 15th Street, Austin, TX 78701 USA	*UBIF DT SATX Co., Brandon McNew
TX	Frisco	(214) 407-8550	3333 Preston Rd #106, Frisco, TX 75034 USA	*and**Sairam Electronics LLC, SameetPatel
TX	Hobby Area	(832) 667-8691	11550 Gulf Freeway, Suite C, Houston, TX 77034 USA	**MEGA2ZETTA, LLC, Rogelio Marroquin
TX	Huebner Oaks	(210) 626-8762	11075 Interstate 10 Frontage Rd, San Antonio, TX 78230 USA	**e-Renew Solutions, Corp., Eric J Flores
TX	Katy	(281) 206-7750	19859 Katy Freeway, Suite C, Houston, TX 77094 USA	*and**Verdas Enterprises LLC, Mark Wallis
TX	Kyle	(737) 404-0006	5401 FM 1626, Suite 185, Kyle, TX 78640 USA	**MacAthair, LLC., Scott Heitmann
TX	League City	(281) 967-7671	2950 Gulf Fwy S, League City, TX 77573 USA	MEGA2ZETTA, LLC, Rogelio Marroquin
TX	Leon Springs	(210) 562-3734	24200 W IH 10 West, Suite 116, San Antonio, TX 78257 USA	*and**UBIF Leon Springs, Co., Brandon McNew
TX	Memorial	(832) 649-8157	9323 Katy Fwy #C, Houston, TX 77024 USA	*and**Verdas Enterprises LLC, Mark Wallis
TX	Meyerland	(832) 433-7865	4664 Beechnut Street, Houston, TX 77096USA	**SalaxyCell LLC, Makki Makki
TX	Mid West Houston	(713) 808-9974	8350 Westheimer Rd, Houston, TX 77063 USA	**SalaxyCell LLC, Makki Makki
TX	New Braunfels	(830) 627-4207	156 State Highway 46, Suite 150, New Braunfels, TX 78130 USA	**UBIF NBTX Co., Eric J Flores
TX	Pearland	(713) 436-0848	11200 West Broadway Street, Pearland, TX 77584 USA	*and**UBIF 25, Co., Brian Hess

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State	Store Name	Store Phone	Store Address	Owner/Contact Person
TX	Rice Village	(281) 888-6838	5318 Kirby Drive, Houston, TX 77005 USA	*and**Hess Venture 3, Co., Brian Hess
TX	San Marcos	(512) 667-7297	200 Springtown Way, Suite 112, San Marcos, TX 78666 USA	MacAthair, LLC., Scott Heitmann
TX	Selma (The Forum)	(210) 566-3090	8251 Agora Parkway, Suite 103, Selma, TX 78154 USA	**UBIF 38 Co., Eric J Flores
TX	Stone Oak	(210) 402-0705	18822 Stone Oak Parkway, Suite 102, San Antonio, TX 78258 USA	Saenz UBIF, LTD., Ray Saenz
TX	The Heights	(832) 538-1360	446 West 19th Street, Houston, TX 77008 USA	*and**Hess Venture 2, Co., Brian Hess
TX	Tomball	(281) 547-8095	14215 FM 2920 Road, Suite 101, Tomball, TX 77377 USA	*and**Avila Tech Venture, Inc., Antonio D. Avila
TX	Webster	(281) 724-9711	400 W Bay Area Blvd, Suite H, Webster, TX 77598 USA	*and**Hess Venture 1, Co., Brian Hess
TX	Willowbrook	(346) 355-1155	7610-A Cypress Creek Pkwy, Houston, TX 77070 USA	*Verdas Enterprises LLC, Mark Wallis
UT	Provo	(801) 691-1653	2255 N University Parkway, Suite 50, Provo, UT 84604 USA	*Wells Family Technologies, LLC, Dalton Wells
UT	Sandy	(801) 413-2863	9281 Village Shop Drive, Sandy, UT 84094 USA	*Wells Family Technologies, LLC, Dalton Wells
UT	South Jordan	(801) 727-9800	11426 S Parkway Plaza Drive, Suite 200, South Jordan, UT 84095 USA	*Wells Family Technologies, LLC, Dalton Wells
UT	St. George	(435) 879-3350	245 Red Cliff Drive, Unit 20, St. George, UT 84790 USA	**H&G Enterprises, LLC, Heman Smith
VA	Brandermill	(804) 293-4143	4672 Commonwealth Center Parkway, Midlothian, VA 23112 USA	*CMAV-Brandermill, LLC, Charles M. Allen
VA	Carmichael	(757) 204-4449	236 Carmichael Way, Suite 328, Chesapeake, VA 23322 USA	*Fix IT Electronics, Inc., Suman Pandey
VA	Fair Lakes	(703) 828-6442	4471 Market Commons Drive, Fairfax, VA 22033 USA	*and**VillaSix, Inc., Brenda Johnston Villacres
VA	Gainesville	(571) 248-0462	7443 Linton Hall Road, Gainesville, VA 20155 USA	*VillaSix, Inc., Brenda Johnston Villacres
VA	Glen Allen	(804) 709-1960	1090 Virginia Center Parkway, Suite 107, Glen Allen, VA 23059 USA	*CMAV-Virginia Center, LLC, Charles M. Allen
VA	Herndon	(703) 817-2276	2465 Centreville Road, Herndon, VA 20171 USA	*VillaSix, Inc., Brenda Johnston Villacres
VA	Leesburg	(703) 737-9460	1604 Village Market Boulevard Southeast, Suite P-115, Leesburg, VA 20175 USA	*UBIF DMV, LLC, Konah Terry
VA	Lynnhaven	(757) 837-0990	664 Phoenix Drive, Virginia Beach, VA 23452 USA	*Fix IT Electronics, Inc., Suman Pandey
VA	Red Mill Commons	(757) 644-4314	2137 Upton Dr #318, Virginia Beach, VA 23454 USA	*Fix IT Electronics, Inc., Suman Pandey
VA	Short Pump	(804) 562-2648	11571 US-250, Henrico, VA 23233 USA	*and**CMAV-Short Pump, LLC, Charles M. Allen

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** Indicates franchisee with Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
VA	Stafford	(540) 628-0499	364 Garrisonville Rd #123, Stafford, VA 22556 USA	Summerlin Four Group, LLC, Thomas J. Summerlin IV
VA	Suffolk	(757) 942-1900	2099 Sun Harbour Drive, Suite 110, Suffolk, VA 23435 USA	*Fix IT Electronics, Inc., Suman Pandey
VA	Volvo	(757) 891-5600	1100 Volvo Parkway, 104, Chesapeake, VA 23320 USA	*Fix IT Electronics, Inc., Suman Pandey
VA	Winchester	(540) 313-4544	151 Market Street, Winchester, VA 22603 USA	QUART Consulting Services, LLC, Marcus Thomas
WA	Everett	(425) 292-7100	505 SE Everett Mall Way, Suite 7, Everett, WA 98208 USA	*and**iDoctor Cell Phone and Tablet Repair LLC, Glenn McLoughlin
WA	Lake Stevens	(425) 418-6050	7315 10th Street, SE 101, Lake Stevens, WA 98258 USA	*iDoctor Cell Phone and Tablet Repair LLC, Glenn McLoughlin
WA	Lynnwood	(425) 549-3131	3105 Alderwood Mall Blvd, Suite 116, Lynnwood, WA 98036 USA	*iDoctor Cell Phone and Tablet Repair LLC, Glenn McLoughlin
WA	Smokey Point	(425) 818-8887	3411 169th Place NE, Arlington, WA 98223 USA	*iDoctor Cell Phone and Tablet Repair LLC, Glenn McLoughlin
WI	Appleton	(920) 733-2000	2442 W College Ave., Appleton, WI 54914 USA	*and**Sparkenation, LLC, Timothy A VenHaus
WI	Beloit	(608) 312-2134	2600 Branigan Road, Suite D, Beloit, WI 53511 USA	Stellar Innovations LLC, Scott Wasemiller
WI	Eau Claire	(715) 227-9887	5314 Prill Road, Eau Claire, WI 54701 USA	*Fast Phone Repair LLC, James Gorecki
WI	Janesville	(608) 743-9550	2811 Milton Ave, Suite 160, Janesville, WI 53545 USA	**Stellar Innovations LLC, Scott Wasemiller
WI	Waukesha	(262) 349-9069	1170 W Sunset Drive, Suite E-110, Waukesha, WI 53189 USA	UBIF 88, LLC, Alexander Mitchell-Wright

* Indicates franchisee is an Area Developer

** Indicates franchisee with Store and Mobile Unit(s)

COMPANY AND AFFILIATE-OWNED LOCATIONS - USA AS OF DECEMBER 31, 2021

State	Store Name	Store Phone	Store Address	Owner/Contact Person
AL	Birmingham	(205) 408-1333	5492 US-280, Birmingham, AL 35242 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AL	Daphne	(251) 625-8556	6935 US Highway 90, Suite 104, Daphne, AL 36526 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AL	Gardendale	(205) 608-8115	439 Fieldstown Road, Suite 109, Gardendale, AL 35071 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AL	Homewood	(205) 870-8858	1919 28 th Avenue S #141, Homewood, AL 35209 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
AL	Huntsville	(256) 885-3535	900 Bob Wallace Avenue, SW, Huntsville, AL 35801 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AL	Mobile	(251) 300-8340	5701 Old Shell Road, Suite 200, Mobile, AL 36608 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
AL	South Birmingham	(205) 402-9592	3728 Lorna Road, Birmingham, AL 35216 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
AL	Trussville	(205) 661-0299	1423 Gadsden Highway #117, Birmingham, AL 35235 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AL	Tuscaloosa	(205) 247-9933	505-D 15 th Street E, Tuscaloosa, AL 35401 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AL	West Huntsville	(256) 325-0455	7616 US 72 Suite, 102, Huntsville, AL 35758 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
AR	Fayetteville	(479) 332-3062	3931 N Shiloh Drive, Fayetteville, AR 72703 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
AZ	Ahwatukee	(480) 656-0446	4802 E Ray Road, Suite F, Phoenix, AZ 85044 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AZ	Chandler	(480) 857-1499	3401 W Frye Road #8, Chandler, AZ 85226 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AZ	Happy Valley	(623) 444-4469	2501 West Happy Valley Rd., #32-1100, Phoenix, AZ 85027 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AZ	Lake Pleasant	(623) 213-8546	25101 N Lake Pleasant Parkway, Suite A-1300, Peoria, AZ 85383 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AZ	North Valley	(602) 843-7002	16838 N 7th St. #1, Phoenix, AZ 85022 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AZ	Peoria	(623) 334-4349	7369 W Bell Road, Suite 5, Peoria, AZ 85382 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
AZ	Phoenix	(602) 274-1212	1645 East Camelback Road, Suite 104, Phoenix, AZ 85016 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AZ	Prescott Valley	(928) 717-6000	5672 East State Route 69 #140, Prescott Valley, AZ 86314 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
AZ	South Peoria	(623) 877-0145	9340 W Northern Avenue, Glendale, AZ 85305 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AZ	South Scottsdale	(480) 626-9268	7919 East Thomas Road, Suite 105, Scottsdale, AZ 85257 USA	Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
AZ	Superstition Springs	(480) 405-5847	1545 S Power Road, Suite 109, Mesa, AZ 85206 USA	Asurion UBIF Franchise, LLC, Eric Mueller
AZ	Surprise	(623) 225-7347	14155 W Bell Road #111, Surprise, AZ 85374 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Anaheim Hills	(657) 439-5500	5675 E La Palma Avenue, Suite 198, Anaheim, CA 92807 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Antioch	(925) 470-4819	5005 Lone Tree Way, Suite K, Antioch, CA 94531 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Brea	(562) 282-8982	403 W Imperial Highway, Suite J, Brea, CA 92821 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Camden	(408) 796-7760	2025 Camden Avenue, San Jose, CA 95124 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Corona	(951) 393-6700	434 N Main Street, Suite 101, Corona, CA 93880 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Costa Mesa	(949) 287-6161	1927 Harbor Blvd., Suite B, Costa Mesa, CA 92627 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Culver City	(310) 842-3997	9000 Venice Blvd., Culver City, CA 90232 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CA	Cupertino	(408) 255-5522	10095 A Saich Way, Cupertino, CA 95014 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Encino	(818) 616-4842	17139 Ventura Boulevard, Encino, CA 91316 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CA	Fremont	(510) 573-1777	43506 Christy Street, Fremont, CA 94538 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Glendale	(747) 240-6262	331 N Brand Blvd., Glendale, CA 91203 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CA	Lake Forest	(949) 203-1700	23600 El Toro Road, Suite P1-D, Lake Forest, CA 92630 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Los Angeles	(323) 782-0644	8308 W 3rd St, Los Angeles, CA 90048 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Marina Del Rey	(310) 306-0183	4288 Lincoln Boulevard, Marina del Rey, CA 90292 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CA	Moreno Valley	(951) 842-6400	12980 Day Street, Suite 103, Moreno Valley, CA 92553 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CA	Northridge	(818) 717-1854	8850 Tampa Avenue, Suite 105, Northridge, CA 91324 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Oxnard	(805) 988-5808	2381 Oxnard Blvd. Suite B, Oxnard, CA 93036 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Pasadena	(626) 365-1903	10 East Holly Street, Pasadena, CA 91103 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Rancho Mirage	(760) 878-4478	34151 Monterey Avenue, Suite 101, Rancho Mirage, CA 92270 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CA	San Rafael	(415) 785-1472	777 Grand Avenue, Suite 104A, San Rafael, CA 94901 USA	Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
CA	Santa Clara	(408) 246-1743	2014 El Camino Real, Santa Clara, CA 95050 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Seal Beach	(562) 362-6262	347 Main St., Suite D, Seal Beach, CA 90740 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CA	Simi Valley	(805) 210-5555	2874 Cochran Street, Simi Valley, CA 93065 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	South Coast	(714) 662-2022	3611 Bristol Street, Suite A, Santa Ana, CA 92704 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CA	South San Francisco	(650) 754-6833	470 Noor Avenue, South San Francisco, CA 94080 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	The Plant	(408) 899-4060	1 Curtner Avenue, San Jose, CA 95125 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CA	Thousand Oaks	(805) 379-5004	654 E Thousand Oaks Blvd., Thousand Oaks, CA 91360 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CA	Ventura	(805) 642-1808	6048 Telegraph Road, Ventura, CA 93003 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CO	Arvada	(720) 398-9770	7955 Wadsworth Blvd., Arvada, CO 80003 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CO	Boulder	(303) 443-1235	1136 Spruce Street, Boulder, CO 80302 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CO	Centennial	(303) 799-3814	8375 South Willow Street, Suite 210, Lone Tree, CO 80124 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CO	Colorado Springs	(719) 528-7054	6912 N Academy Blvd., Colorado Springs, CO 80918 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CO	Colorado Springs South	(719) 358-8590	1587 E Cheyenne Mountain Blvd., Colorado Springs, CO 80906	Asurion UBIF Franchise, LLC, Eric Mueller
CO	Denver	(720) 941-0444	2424 East 3rd Avenue, Denver, CO 80206 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CO	Fort Collins	(970) 226-8652	3531 South College Avenue, Fort Collins, CO 80525 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CO	Highlands Ranch	(303) 471-5718	9315 Dorchester Street, Highlands Ranch, CO 80129 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CO	Lafayette CO	(720) 536-8781	535 W. South Boulder Road, Unit 210, Lafayette, CO 80026 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CO	South Denver	(720) 476-4768	1685 S Colorado Blvd., Unit Q1, Denver, CO 80222 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CO	Longmont	(303) 776-6693	316 Main Street, Longmont, CO 80501 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CO	Southglenn	(303) 484-1842	5910 S University Blvd, Suite A-5, Greenwood Village, CO 80121 USA	Asurion UBIF Franchise, LLC, Eric Mueller
CO	Stapleton	(303) 393-4191	7305 E 35 th Avenue, Suite 130, Denver, CO 80238 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
CT	Glastonbury	(914) 346-0540	2840A Main Street, Glastonbury, CT 06033 USA	Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
CT	Manchester	(860) 512-2065	172 Deming Street, Suite C, Manchester, CT 06042 USA	Asurion UBIF Franchise, LLC, Eric Mueller
DC	Brentwood	(202) 221-3600	2300 Washington Place NE, Suite 107S, Washington, DC 20018 USA	Asurion UBIF Franchise, LLC, Eric Mueller
DC	Georgetown	(202) 972-1777	1519 Wisconsin Avenue NW, Floor 2, Washington, DC 20007 USA	Asurion UBIF Franchise, LLC, Eric Mueller
DC	Shaw	(202) 621-6956	1604 7th St. Second Floor, Washington, DC 20001 USA	Asurion UBIF Franchise, LLC, Eric Mueller
DE	Newark	(302) 444-9290	144 E Main Street, Newark, DE 19711 USA	Asurion UBIF Franchise, LLC, Eric Mueller
DE	Wilmington	(302) 252-9065	3208 Kirkwood Highway, Wilmington, DE 19808 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Carrollwood	(813) 968-8900	12819 N Dale Mabry Hwy., Tampa, FL 33618 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Clearwater	(727) 270-7676	2251 Gulf to Bay Blvd., Clearwater, FL 33765 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	Cutler Bay	(786) 429-1536	18962 S Dixie Highway, Miami, FL 33157 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Davie	(954) 533-7741	6021 Stirling Road, Davie, FL 33314 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Deerfield Beach	(954) 708-2995	3628 West Hillsboro Blvd., Deerfield, FL 33442 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	DeLand	(386) 279-0559	1702 N Woodland Blvd., Suite 112, DeLand, FL 32720 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Deltona	(386) 561-9288	3140 Howland Blvd., Deltona, FL 32725 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Dr. Phillips	(407) 757-0740	7600 Dr. Phillip's Blvd. #96, Orlando, FL 32819 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	East Orlando	(407) 243-9994	11779 East Colonial Drive, Orlando, FL 32817 USA	UBIF CORPORATE STORES CO, Eric Mueller
FL	Fort Lauderdale	(954) 916-7525	1011 North Federal Highway, Fort Lauderdale, FL 33304 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	Gainesville	(352) 505-6834	2950 Southwest Archer Road, Gainesville, FL 32608 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	Hallandale	(954) 589-2455	730 W Hallandale Beach Blvd. #111, Hallandale, FL 33009 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Kendall	(305) 270-0990	8719 Southwest 124 th Avenue, Miami, FL 33183	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	Kissimmee	(407) 483-7809	684 Centerview Blvd., Kissimmee, FL 34741 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	Lake Mary	(407) 302-5558	3887 West Lake Mary Blvd. #1001, Lake Mary, FL 32746	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Largo	(727) 754-5126	12955 Seminole Blvd., Largo, FL 33778 USA	**Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
FL	Melbourne	(321) 802-5787	225 Palm Bay Road NE, Suite 191, Melbourne, FL 32904	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Miami Lakes	(786) 558-9354	6853 Main Street, Miami Lakes, FL 33014 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	New Port Richey	(727) 777-4050	9686 US Highway 19, New Port Richey, FL 34668 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	North Fort Lauderdale	(954) 765-6790	979 E Commercial Blvd., Oakland Park, FL 33334 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	North Gainesville	(352) 224-5606	8181 NW 38 th Lane, Gainesville, FL 32606 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	North Miami	(305) 627-3043	13720 Biscayne Blvd., North Miami Beach, FL 33181 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Ocala	(352) 512-0647	2393 SW College Road, Unit 2379, Ocala, FL 34471 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	Ocoee	(321) 270-0600	10159B W Colonial Dr, Ocoee, FL 34761 USA	UBIF CORPORATE STORES CO, Eric Mueller
FL	Orlando	(407) 545-4141	5833 S Goldenrod Rd., Orlando, FL 32822 USA	UBIF CORPORATE STORES CO, Eric Mueller
FL	Ormond Beach	(386) 944-9744	1185 W Granada Blvd. #8, Ormond Beach, FL 32174 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Palm Coast	(386) 264-6398	298 Palm Coast Parkway NE, Suite 703, Palm Coast, FL 32137 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	Palm Harbor	(727) 223-9258	32522 US Highway 19 N, Palm Harbor, FL 34683 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	Pembroke Pines	(954) 435-1540	1800 Northwest 122 nd Terrace, Pembroke Pines, FL 33026 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	Pinellas Park	(727) 390-4949	4020 Park Blvd. N, Pinellas Park, FL 33781 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Plantation	(954) 533-5842	1463 South University Drive, Plantation, FL 33324 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Poinciana	(407) 483-7809	4634 Pleasant Hill Road, Kissimmee, FL 34759 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Royal Palm	(561) 422-2200	300 S State Road 7, Royal Palm Beach, FL 33411	Asurion UBIF Franchise, LLC, Eric Mueller
FL	SODO	(407) 704-6914	2653 South Orange Avenue, Suite 1001, Orlando, FL 32806 USA	UBIF CORPORATE STORES CO, Eric Mueller
FL	South Miami	(305) 665-6936	7204 SW 59 th Avenue, South Miami, FL 33143 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
FL	St Petersburg	(727) 220-0200	1700 4th Street N., St. Petersburg, FL 33704 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Tampa	(813) 513-5663	4023 W Kennedy Blvd., Suite 1-A, Tampa, FL 33609 USA	Asurion UBIF Franchise, LLC, Eric Mueller
FL	Weston	(954) 909-4367	4507 Weston Road, Weston, FL 3331 USA	Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
FL	Windermere	(407) 777-4410	6536 Old Brick Road, Suite 100, Windermere, FL 34786 USA	UBIF CORPORATE STORES CO, Eric Mueller
FL	Winter Park	(407) 960-7978	1150 South Orlando Avenue, Winter Park, FL 32789 USA	UBIF CORPORATE STORES CO, Eric Mueller
FL	Winter Springs	(321) 765-3600	5946 Red Bug Lake Road, Winter Springs, FL 32708 USA	**UBIF CORPORATE STORES CO, Eric Mueller
GA	Buford	(678) 765-7674	3264 Buford Drive, Suite 90, Buford, GA 30519 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
GA	Cumming	(678) 341-9965	515 Peachtree Pkwy #602, Cumming, GA 30041 USA	Asurion UBIF Franchise, LLC, Eric Mueller
GA	Douglasville	(770) 693-0426	2963 GA-5, Douglasville, GA 30135 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
GA	Hiram	(770) 672-7719	5739 Wendy Bagwell, Unit 105, Hiram, GA 30141 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
GA	Midtown Atlanta	(470) 579-2673	860 Peachtree Street NE, Suite C, Atlanta, GA 30308 USA	Asurion UBIF Franchise, LLC, Eric Mueller
GA	Tucker	(678) 691-3568	4316 Lawrenceville Highway, Suite 130, Tucker, GA 30084 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IA	Ames	(515) 423-4238	703 S Duff Avenue, #108A, Ames, IA 50010 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IA	Ankeny	(515) 423-4238	2310 SE Delaware Avenue, Suite H, Ankeny, IA 50021 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IA	Cedar Rapids	(319) 320-6138	2300 Edgewood Road, Suite D, Cedar Rapids, IA 52404 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IA	Davenport	(563) 214-0707	2828 E 53 rd Street, Davenport, IA 52807 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IA	Sioux City	(712) 454-5950	4299 Sergeant Road, Sioux City, IA 51106 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IA	West Des Moines	(515) 423-4238	5010 Mills Civic Parkway, Suite 110, West Des Moines, IA 50266 USA	Asurion UBIF Franchise, LLC, Eric Mueller
ID	Twin Falls	(208) 497-9390	1246 Blue Lakes Blvd. N, Suite 400, Twin Falls, ID 83301 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IL	Berwyn	(708) 317-5743	7044 Cermak Road, Berwyn, IL 60402 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IL	Bradley	(779) 236-4096	2070 N State Route 50, Suite 200, Bradley, IL 60914 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	Chicago	(312) 462-4939	1611 North Clybourn Ave. Floor #2, Chicago, IL 60614 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	Dekalb	(815) 517-1193	2587 Sycamore Road, Dekalb, IL 60115 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	Gurnee	(224) 944-0625	7105 W Grand Ave., Gurnee, IL 60031 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	LaGrange	(708) 603-2196	72 South LaGrange Road, LaGrange, IL 60525 USA	Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
IL	Lake Zurich	(847) 847-1157	484 S. Rand Road, Lake Zurich, IL 60047 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IL	Matteson	(708) 515-9951	4555 211th Street, Suite A, Matteson, IL 60443 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	Mokena	(779) 324-5689	11235 West Lincoln Highway, Suite 020, Mokena, IL 60448 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	Montgomery	(630) 264-0808	2075 Orchard Rd., Montgomery, IL 60538 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	Norridge	(773) 499-3224	7235 W Forest Preserve Drive, Norridge, IL 60706 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IL	Northbrook	(331) 336-3698	239 Skokie Blvd., Northbrook, IL 60062 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	Orland Park	(708) 400-8021	15845 Harlem Avenue, Orland Park, IL 60462 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	Plainfield	(815) 782-8284	13511 S Route 59, Suite 107, Plainfield, IL 60544 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	River North	(312) 776-1039	106 W Chicago Avenue, Chicago, IL 60654 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	Rogers Park	(773) 564-4387	7459 N Clark Street, Chicago, IL 60626 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	Schaumburg West	(224) 520-8895	2511 West Schaumburg Road, Schaumburg, IL 60194 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IL	Shorewood	(815) 267-6215	994 Brook Forrest Avenue, Shorewood, IL 60404 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IL	West Town	(312) 547-4994	1465 W Chicago Avenue, Chicago, IL 60642 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IN	Crown Point	(219) 299-7959	864 N Superior Drive, Crown Point, IN 46307 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IN	Fort Wayne	(260) 755-3732	6404 W Jefferson Blvd, Suite D, Fort Wayne, IN 46804 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IN	Fort Wayne Coldwater	(260) 387-6513	4419 Coldwater Road, Fort Wayne, IN 46825 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IN	Lafayette	(765) 838-8358	3515 South Street, Suite B, Lafayette, IN 47905 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IN	Michigan City	(219) 221-6696	4357 Franklin Street, Suite B, Michigan City, IN 46360 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IN	Muncie	(765) 896-9441	1126 W McGalliard Road, Muncie, IN 47303 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
IN	Portage	(219) 762-0100	5940 US 6, Portage, IN 46368 USA	Asurion UBIF Franchise, LLC, Eric Mueller
IN	Schererville	(219) 595-0037	2305 Main Street, Unit B2, Highland, IN 46322 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
KS	Derby	(316) 285-0055	1700 N Rock Road, Suite 200, Derby, KS 67037 USA	**Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
KS	East Wichita	(316) 285-0055	2350 N Greenwich Road, Suite 800, Wichita, KS 67226 USA	Asurion UBIF Franchise, LLC, Eric Mueller
KS	Lawrence	(785) 371-0654	520 W 23 rd Street, Lawrence, KS 66046 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
KS	Lenexa	(913) 674-0995	11906 W 95 th Street, Lenexa, KS 66215 USA	Asurion UBIF Franchise, LLC, Eric Mueller
KS	Olathe	(913) 369-4870	11937 S Strang Line Road, Olathe, KS 66062 USA	Asurion UBIF Franchise, LLC, Eric Mueller
KS	Overland Park	(913) 203-4492	6988 W 135 th Street, Overland Park, 66223 USA	Asurion UBIF Franchise, LLC, Eric Mueller
KS	West Wichita	(316) 285-0055	583 S West Street, Suite 100B, Wichita, KS 67213 USA	Asurion UBIF Franchise, LLC, Eric Mueller
KS	Wichita	(316) 285-0055	2441 North Maize Road, Suite 1503, Wichita, KS 67205 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
KY	Florence	(859) 869-0559	6805 Houston Road, Suite 300, Florence, KY 41042 USA	Asurion UBIF Franchise, LLC, Eric Mueller
KY	Jeffersontown	(502) 742-9843	1979 S Hurstbourne Pkwy, Louisville, KY 40220 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
KY	Lexington	(859) 286-8181	2380 Norman Lane, Suite 134, Lexington, KY 40503 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
KY	Louisville	(502) 822-7845	6801 Dixie Highway, Suite 163, Louisville, KY 40258 USA	Asurion UBIF Franchise, LLC, Eric Mueller
KY	Newport	(859) 261-1726	52 Carothers Road, Newport, KY 41071 USA	Asurion UBIF Franchise, LLC, Eric Mueller
KY	St Matthews	(502) 384-6830	4151B Shelbyville Road, Louisville, KY 40207 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MA	Beverly	(978) 969-9300	142 Brimbal Avenue, Unit 7, Beverly, MA 01915 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MA	Boston	(715) 227-9887	70 Franklin Street, Suite 1, Boston, MA 02110 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MA	Brockton	(508) 857-4594	1285 Belmont Street, Suite 13, Brockton, MA 02301 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
MA	Burlington	(617) 475-5007	75 Middlesex Turnpike, Room 3005, Burlington, MA 01803	Asurion UBIF Franchise, LLC, Eric Mueller
MA	Cambridge	(617) 440-7414	950 Massachusetts Avenue, Cambridge, MA 02139 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
MA	Hudson	(978) 261-3000	7 Highland Commons East, Suite 400, Hudson, MA 01749 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
MA	Milford	(617) 646-7297	128 Medway Road, Suite 5, Milford, MA 01757 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MA	Natick	(508) 903-4733	843 Worcester Street, Suite D, Natick, MA 01760 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MA	Northborough	(508) 500-9965	10010 E Shops Way, Northborough, MA 01532 USA	Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
MA	Raynham	(508) 844-2018	325 New State Highway, Raynham, MA 02767 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MA	Seaport	(617) 217-0455	268 Summer Street, Boston, MA 02210 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MD	Baltimore	(410) 843-2005	2400 Boston Street, Suite 126, Baltimore, MD 21224 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MD	Bel Air	(443) 371-2060	626 Market Place Drive, Bel Air, MD 21014 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MD	Brandywine	(301) 782-4352	15816-A Crain Highway, Brandywine, MD 20613 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MD	College Park	(240) 965-7454	10260 Baltimore Ave, College Park, MD 20740 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
MD	Ellicott City	(443) 364-5115	4380-B Montgomery Road, Ellicott City, MD 21403 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MD	Gaithersburg	(240) 654-3142	505 Quince Orchard Road, Unit #4A, Gaithersburg, MD 20878 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MD	Glen Burnie	(410) 689-4953	6632 Ritchie Highway, Glen Burnie, MD 21061 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MD	Largo	(301) 541-1148	10430 Campus Way S, Largo, MD 20774 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MD	Laurel	(301) 776-1857	14712 Baltimore Avenue, Suite #105, Laurel, MD 20726 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
MD	Rockville	(301) 836-6260	1530 Rockville Pike, Rockville, MD 20852 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
MD	Timonium	(410) 667-0263	9805 York Road, Cockeysville, MD 21030 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
MD	Towson	(410) 769-3759	720 Dulaney Valley Road, Towson, MD 21204 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MN	Apple Valley	(952) 300-6818	15050 Cedar Avenue, Suite 116, Apple Valley, MN 55124 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MN	Richfield	(612) 353-6524	7600 Lyndale Avenue S, Suite 700, Minneapolis, MN 55423 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
MO	Blue Springs	(816) 249-2002	704 NW Highway 7, Blue Springs, MO 64014 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MO	Joplin	(417) 222-6156	1936 S Rangeline Road, Joplin, MO 64804 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
MO	Liberty	(816) 708-4528	107 S Stewart Road, Liberty, MO 64068 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MO	North Kansas City	(816) 656-2210	6270 NW Barry Road, Kansas City, MO 64154 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
MO	North Oak Trafficway	(816) 249-2844	4900 N Oak Trafficway, Kansas City, MO 64118 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MO	O'Fallon	(636) 696-4062	8600 Mexico Road, O'Fallon, MO 63366 USA	Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
MO	Raymore	(816) 293-3576	1939 W Foxwood Drive, Raymore, MO 64083 USA	Asurion UBIF Franchise, LLC, Eric Mueller
MO	Springfield	(417) 986-0867	2904 Glenstone Avenue, Springfield, MO 65804 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
MO	Ward Parkway	(816) 708-4524	8440 Ward Parkway, Kansas City, MO 64114 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
NC	Charlotte	(704) 341-5227	7510 Pineville-Matthews Road, Suite 11B Charlotte, NC 28226 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NC	Charlotte (Midtown)	(704) 315-5667	601 S Kings Drive, Charlotte, NC 28204 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NC	North Charlotte	(704) 817-3811	9304 Northlake West Drive, Suite C, Charlotte, NC 28216 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NC	Promenade on Providence	(704) 246-8382	5335 Ballantyne Commons Parkway, Suite 250, Charlotte, NC 28277 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NE	Midtown Omaha	(402) 932-0187	3157 Farnam Street, #7103, Omaha, NE 68131 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NE	Northwest Omaha	(402) 858-2299	14919 West Maple Road, Suite 105, Omaha, NE 68116 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NE	West Omaha	(402) 884-7068	16950 Wright Plaza 101, Omaha, NE 68130 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
NH	Nashua	(603) 600-8600	274 Daniel Webster Highway, Nashua, NH 03060 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NH	Salem	(603) 328-3111	3 Artisan Drive, Salem, NH 03079 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NH	Seabrook	(603) 760-7034	700 Lafayette Road, Seabrook, NH 03874 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Berlin	(856) 809-6593	115 NJ-73 #30, West Berlin, NJ 08091 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Brick	(732) 965-0097	530 Route 70, Brick, NJ 082723 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Bridgewater	(732) 637-2422	610 Commons Way #4325, Bridgewater, NJ 08807 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Carlstadt	(201) 507-0980	711 NJ-17, Carlstadt, NJ 07072 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Chester	(908) 888-2687	153 Route 206 South, Suite 130, Chester, NJ 07930 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Eatontown	(732) 646-2010	310 State Route 36, West Long Branch, NJ 07764 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Englewood	(201) 731-3133	7 East Palisade Avenue, Suite A, Englewood, NJ 07631 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Hamilton Township	(609) 438-4959	145 Market Place Blvd., Unit 19, Hamilton, NJ 08691 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Kearny	(201) 997-6542	190 Passaic Avenue, Kearny, NJ 07032 USA	**Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
NJ	Moorestown	(856) 382-7029	10 Willow Road, Maple Shade, NJ 08052 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Newark	(973) 733-2816	220 Springfield Avenue, Suite B102a, Newark, NJ 07103 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NJ	North Plainfield	(908) 293-2108	116 US-22, North Plainfield, NJ 07060 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Paramus	(201) 500-5830	193 Route 17 South, Paramus, NJ 07652 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Piscataway	(732) 354-4910	1600 Stelton Road, Suite 204, Piscataway, NJ08854 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Rockaway	(973) 453-6884	321 Mount Hope Avenue, Suite E, Rockaway, NJ 07866 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Wayne	(973) 826-1099	57 NJ-23, Wayne, NJ 07470 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NJ	Westwood	(201) 497-6588	225 Westwood Ave, Westwood, NJ 07675 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NM	Albuquerque Northeast	(505) 361-2917	6400 Holly Avenue, Suite J, Albuquerque, NM 87107 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NM	Albuquerque West	(505) 891-1984	3410 State Highway 528 NW, Suite 108, Albuquerque, NM 87114 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Amherst	(716) 436-4272	1330 Niagara Falls Blvd., Tonawanda, NY 14150 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Bethpage	(516) 804-8824	3989 Hempstead Turnpike, Bethpage, NY 11714 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
NY	Cheektowaga	(716) 901-0335	3385 Union Road, Suite 150, Cheektowaga, NY 14225 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Commack	(631) 212-9830	6401 Jericho Turnpike, Commack, NY 11725 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
NY	Greece	(585) 413-1341	2496 W Ridge Road, Rochester, NY 14626 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Greenwich Village	(212) 254-0690	46 E 8th Street, New York, NY 10003 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Hamburg	(716) 240-9530	4408 Milestrip Road, Suite 7, Hamburg, NY 14219 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Long Island City	(718) 786-4179	10-50 Jackson Avenue, Long Island City, NY 11101 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Merrick	(516) 373-2455	2012 Merrick Road, Merrick, NY 11566 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
NY	Mt Kisco	(914) 729-0970	14 A South Moger Avenue, Mount Kisco, NY 10549 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
NY	New Hyde Park	(516) 233-2974	1001 Jericho Turnpike, New Hyde Park, NY 11040 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	New Rochelle	(914) 500-6410	1299 North Avenue, New Rochelle, NY 10804 USA	**Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
NY	Niagara Falls	(716) 304-5288	6690 Niagara Falls Blvd., Niagara Falls, NY 14304 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Pittsford	(585) 203-1826	3349 Monroe Avenue #46, Rochester, NY 14618 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Poughkeepsie	(845) 224-0494	2629 South Road, Poughkeepsie, NY 12601 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Rockville Centre	(516) 766-5400	44 North Village Avenue, Rockville Centre, NY 11570 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Scarsdale	(914) 768-9010	745 Central Park Avenue, Scarsdale, NY 10583 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
NY	Smithtown	(631) 652-0100	53 Route 111, Smithtown, NY 11787 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Victor	(585) 433-8100	400 Commerce Drive, Suite 800, Victor, NY 14564 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	West Seneca	(716) 671-5602	1018 Union Road, West Seneca, NY 14224 USA	Asurion UBIF Franchise, LLC, Eric Mueller
NY	Williamsville	(716) 428-3835	7980 Transit Road, Williamsville, NY 14221 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
OH	Akron	(330) 913-2036	762 Arlington Ridge #307, Akron, OH 44312 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
OH	Beavercreek	(937) 912-3273	2781 Centre Drive, Suite E, Beavercreek, OH 45431 USA	Asurion UBIF Franchise, LLC, Eric Mueller
OH	Cincinnati	(513) 697-9900	4766 Fields Ertel Road, Cincinnati, OH 45249 USA	Asurion UBIF Franchise, LLC, Eric Mueller
OH	Columbus	(614) 914-6204	790 Bethel Road, Columbus, OH 43214 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
OH	Eastgate	(513) 752-0300	4450 Eastgate S Drive #230, Cincinnati, OH 45245 USA	Asurion UBIF Franchise, LLC, Eric Mueller
OH	Fairfield	(513) 860-1306	6775 Dixie Hwy., Fairfield, OH 45104 USA	Asurion UBIF Franchise, LLC, Eric Mueller
OH	Gahanna	(614) 532-5635	121 Mill Street, Suite 116, Columbus, OH 43214 USA	Asurion UBIF Franchise, LLC, Eric Mueller
OH	Hilliard	(614) 219-1389	5319 Westpointe Plaza Drive, Columbus, OH 43228 USA	Asurion UBIF Franchise, LLC, Eric Mueller
OH	Huber Heights	(937) 637-6519	8292 Old Troy Pike, Huber Heights, OH 45424 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
OH	Kenwood	(513) 793-9111	7338 Kenwood Road, Cincinnati, OH 46142 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
OH	Mentor	(440) 701-7200	9215 Mentor Avenue, Mentor, OH 44060 USA	Asurion UBIF Franchise, LLC, Eric Mueller
OH	Miamisburg	(937) 813-3034	9572 N Springboro Pike, Miamisburg, OH 45342 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
OH	Stow	(234) 863-4825	4332 Kent Road, Unit 200, Stow, OH 44224 USA	Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
OH	West Chester Township	(513) 755-2222	7842 Cox Road, West Chester, OH 45069 USA	Asurion UBIF Franchise, LLC, Eric Mueller
OK	Quail Springs	(405) 832-9982	14221 N Pennsylvania Ave., Suite B, Oklahoma City, OK 73134 USA	Asurion UBIF Franchise, LLC, Eric Mueller
OK	Stillwater	(405) 780-4077	316 North Main, Suite 4, Stillwater, OK 74075 USA	Asurion UBIF Franchise, LLC, Eric Mueller
OK	Tulsa Promenade	(918) 984-4584	5503 East 41 st Street, Tulsa Promenade, OK 74135 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
OK	Tulsa Woodland Hills	(918) 927-3330	7103 S Memorial Drive, Tulsa, OK 74133 USA	Asurion UBIF Franchise, LLC, Eric Mueller
PA	Center City	(215) 861-8169	1128 Walnut Street #100B, Philadelphia, PA 19107 USA	Asurion UBIF Franchise, LLC, Eric Mueller
PA	Center Valley	(610) 214-2228	2845 Center Valley Parkway, Center Valley, PA 18034 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
PA	Cranberry Township	(724) 553-7374	1713 Route 228, Suite B-2, Cranberry Township, PA 16066 USA	Asurion UBIF Franchise, LLC, Eric Mueller
PA	Easton	(610) 419-0130	4743 Freemansburg Ave, Unit E-104, Easton, PA 18045 USA	Asurion UBIF Franchise, LLC, Eric Mueller
PA	Exton	(484) 879-4162	133 West Lincoln Highway, Exton, PA 19341 USA	Asurion UBIF Franchise, LLC, Eric Mueller
PA	King of Prussia	(484) 580-6115	157 E Swedesford Road, Wayne, PA 19087 USA	Asurion UBIF Franchise, LLC, Eric Mueller
PA	Langhorne	(215) 478-9002	1293 Lincoln Highway, Levittown, PA 19056 USA	Asurion UBIF Franchise, LLC, Eric Mueller
PA	Monaca	(724) 709-2993	90 Wagner Road, Unit 3, Monaca, PA 15061 USA	Asurion UBIF Franchise, LLC, Eric Mueller
PA	Monroeville	(412) 816-1100	3452 William Penn Highway, Pittsburgh, PA 15235 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
PA	Montgomeryville	(215) 692-1184	917 Bethlehem Pike, North Whales, PA 19454 USA	Asurion UBIF Franchise, LLC, Eric Mueller
PA	North Hills	(412) 837-2214	4885 McKnight Road, Suite 20, Pittsburgh, PA 15228 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
PA	Philadelphia Northeast	(215) 856-3398	1619 Grant Ave Unit 6A, Philadelphia, PA 19115 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
PA	Pittsburgh	(412) 709-6618	4718 Liberty Avenue, Pittsburgh, PA 15224 USA	Asurion UBIF Franchise, LLC, Eric Mueller
PA	Royersford	(484) 932-8093	70 Buckwalter Road, Suite 950, Royersford, PA 19468 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
PA	Springfield	(484) 445-4711	1150 Baltimore Pike #19, Springfield, PA 19064 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
PA	York	(223) 848-3669	303 Arsenal Road, Suite C, York, PA 17402 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
SD	Sioux Falls	(605) 271-2935	3505 W 41 st Street, Suite B, Sioux Falls, SD 57106 USA	Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
TN	Belle Meade	(615) 266-4349	7043 US-70S, Unit C, Nashville, TN 37221 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TN	Gulch	(615) 750-8601	120 11 th Avenue N, Suite 101, Nashville, TN 37203 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TN	Hendersonville	(615) 988-0349	112 C Saundersville Road C-322, Hendersonville, TN 37075 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
TN	Nashville	(615) 905-6349	400 21 st Avenue S, Suite 202, Nashville, TN 37203 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Addison	(972) 474-3374	5920 Belt Line Road, Suite 315, Dallas, TX 75248 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Alamo Heights	(210) 826-1388	4714 Broadway Street, San Antonio, TX 78209 USA	UBIF CORPORATE STORES CO, Eric Mueller
TX	Amarillo	(806) 367-5323	3240 S Soncy Road, Suite 400, Amarillo, TX 79124 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Atascocita	(281) 318-7763	19250 W Lake Houston Parkway, Suite J, Atascocita, TX 77346 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Baytown	(281) 837-7529	5623 Garth Road, Suite 145, Baytown, TX 77521 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Beaumont	(409) 347-8810	4031 Dowlen Road, Beaumont, TX 77706 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Blanco	(210) 340-0046	6993 Blanco Road, San Antonio, TX 78216 USA	**UBIF CORPORATE STORES CO, Eric Mueller
TX	Burleson	(682) 703-1189	1351 SW Wilshire Blvd., Burleson, TX 76028 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Cedar Hill	(469) 454-4240	425 E Pleasant Run Road, Suite 249, Cedar Hill, TX 75104 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	City Base Landing	(210) 254-9339	3322 SE Military Dr. #102, San Antonio, TX 78223 USA	UBIF CORPORATE STORES CO, Eric Mueller
TX	Conroe	(936) 703-1095	1403 N Loop 336 West, Suite B-2, Conroe, TX 77304 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Coppell	(972) 777-4727	171 N Denton Tap Road, Suite 400, Coppell, TX 75019 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Flower Mound	(469) 671-2820	2704 Cross Timbers, Suite 122, Flower Mound, TX 75028 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Garland	(469) 808-7599	5129 N Garland Avenue, Suite 250, Garland, TX 75040 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Grand Prairie	(469) 660-1555	3154 State Highway 161 #610, Grand Prairie, TX 76065 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
TX	Hulen	(817) 409-7070	5000 South Hulen Street, Suite 128, Fort Worth, TX 76132 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Lake Worth	(817) 237-8200	6060 Azle Avenue, Suite 600, Lake Worth, TX 76135 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
TX	Lower Greenville	(469) 872-0094	6121 Greenville Avenue, Dallas, TX 75206 USA	Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
TX	Mansfield	(615) 316-8522	2891 Matlock Road #105, Mansfield, TX 76063 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	McKinney	(214) 548-5915	1920 Eldorado Parkway, Suite 600, McKinney, TX 75069 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Mesquite	(469) 221-213	1100 N Town E Blvd., Suite 103, Mesquite, TX 75150 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	New Forest	(281) 609-8243	5805 E Sam Houston Parkway, Suite E, Houston, TX 77049 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	North Austin	(737) 212-1884	2525 W Anderson Ln, Austin, TX 78757 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Pasadena	(281) 998-0405	5873 Fairmont Parkway, Pasadena, TX 77505 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
TX	Plano	(972) 422-5444	1201 E Spring Creek Parkway, Suite C-130, Plano, TX 75074 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	South Arlington	(817) 987-6556	4654 S Cooper Street, Suite 312, Arlington, TX 76017 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	South Austin	(512) 649-1111	9300 S 1-35 Service Road, Austin, TX 78748 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	South Lubbock	(806) 993-4349	7610 Milwaukee Avenue, Suite 100, Lubbock, TX 79424 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Southlake	(682) 900-3100	2140-U East Southlake Blvd., Southlake, TX 76092 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Spring	(832) 663-5679	1660 Louetta Road, Spring, TX 77388 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
TX	Sugar Land	(281) 201-2176	1930 Highway 6, Suite A, Sugar Land, TX 77479 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
TX	Uptown Dallas	(469) 872-0094	3406 Oak Lawn Avenue, Dallas, TX 75219 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	Weatherford	(682) 804-6381	1962 S Main Street, Weatherford, TX 76086 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	West Chase	(346) 774-2995	13421 Westheimer Road, Suite C, Houston, TX 77082 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	West Parmer	(512) 215-9590	2406 Parmer Lane, Austin, TX 78727 USA	Asurion UBIF Franchise, LLC, Eric Mueller
TX	West Plano	(972) 519-9990	6205 Coit Road, Suite 336, Plano, TX 75024 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
UT	Bountiful	(801) 663-9020	390 North 500 West, Unit 8, Bountiful, UT 84010 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
UT	Harrisville	(801) 920-0512	506 N 325 E, Harrisville, UT 84404 USA	Asurion UBIF Franchise, LLC, Eric Mueller
VA	Alexandria	(571) 970-5490	4656C King Street, Alexandria, VA 22302 USA	**Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
VA	Davis Ford Crossing	(571) 208-1009	9912 Liberia Avenue, Manassas, VA 20110 USA	Asurion UBIF Franchise, LLC, Eric Mueller
VA	Falls Church	(703) 237-7539	1071 W Broad St., Falls Church, VA 22046 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
VA	Fredericksburg	(540) 371-3349	1909 Plank Road, Fredericksburg, VA 22401 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
VA	Newport News	(757) 509-6739	12551 Jefferson Avenue, Unit 259, Newport News, VA 23602 USA	Asurion UBIF Franchise, LLC, Eric Mueller
VA	Pentagon City	(703) 721-6562	1101 S Joyce Street, B-12, Arlington, VA 22202 USA	Asurion UBIF Franchise, LLC, Eric Mueller
VA	Potomac Mills	(703) 910-4932	14066 Shoppers Best Way, Woodbridge, VA 22192 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
VA	Springfield	(703) 313-6100	6701 Loisdale Road, Suite C, Springfield, VA 22150 USA	Asurion UBIF Franchise, LLC, Eric Mueller
VA	Vienna	(571) 459-4200	136-D Maple Avenue W, Vienna, VA 22180 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WA	Bellevue	(425) 209-4433	13238 NE 20th Street, Suite 350, Bellevue, WA 98005 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
WA	Bellingham	(360) 392-2756	155 Telegraph Road, Bellingham, WA 98226 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WA	Federal Way	(253) 765-2752	32225 Pacific Highway S, Suite 101, Federal Way, WA 98003 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WA	Gig Harbor	(253) 432-5195	5500 Olympic Drive NW, Suite 108, Gig Harbor, WA 98335 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WA	Issaquah	(240) 818-5337	700 NW Gilman Road, Issaquah, WA 98027 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WA	Lacey	(254) 274-5848	1120 Galaxy Drive NE, Suite D, Lacey, WA 98516 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WA	Lakewood	(253) 620-9957	10011 Bridgeport Way SW, Suite 1400, Lakewood, WA 98499 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WA	Olympia	(360) 252-5540	1520 Cooper Point Road, Suite 310, Olympia, WA 98502 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WA	Puyallup	(253) 904-1015	716 Shaw Road E, Suite B, Puyallup, WA 98372 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WA	Seattle	(206) 457-4657	4730 University Way NE #101, Seattle, WA 98105 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WA	Tacoma	(253) 620-9557	3801 S Steele Street, Tacoma, WA 98409 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
WI	Appleton	(920) 733-2000	2442 W College Avenue, Appleton, WI 54914 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WI	Brookfield	(262) 439-8579	15375 West Bluemound Road #105, Brookfield, WI 53005 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WI	East Madison	(608) 665-3884	2810 East Washington Avenue, Madison, WI 53704 USA	Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

State	Store Name	Store Phone	Store Address	Owner/Contact Person
WI	Green Bay	(920) 489-2427	1976 Lime Kiln Road, Green Bay, WI 54311 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WI	Greenfield	(414) 617-1482	7440 W Holmes Avenue, Greenfield, WI 53220 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WI	Kenosha	(414) 617-1482	9755 76 th Street, Unit 19, Pleasant Prairie, WI 53158 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
WI	Madison	(608) 630-8746	6118 Mineral Point Road, Madison, WI 53705 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WI	Milwaukee	(414) 276-8243	1857 East Kenilworth Place, Milwaukee, WI 53202 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WI	Oak Creek	(414) 617-1482	8880 S Howell Avenue, Oak Creek, WI 53154 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WI	Oshkosh	(920) 479-1716	1010 S Koeller Street, Oshkosh, WI 54902 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WI	Sheboygan	(920) 453-0190	2938 South Business Drive, Sheboygan, WI 53081 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WI	Wauwatosa	(414) 316-9907	2751 N Mayfair Rd., Suite E, Wauwatosa, WI 53222 USA	**Asurion UBIF Franchise, LLC, Eric Mueller
WI	West Milwaukee	(414) 323-4879	3654 S 27th Street, Milwaukee, WI 53221 USA	Asurion UBIF Franchise, LLC, Eric Mueller
WI	Whitefish Bay	(414) 459-3196	109 E Silver Spring Dr., Suite A, Whitefish Bay, WI 53217 USA	Asurion UBIF Franchise, LLC, Eric Mueller

** Store and Mobile Unit(s)

Franchisees with Stores
Not Yet Operational as of December 31, 2021

State	Provisional Territory	Address	Owner/Contact Person	Contact Number
USA				
AL	Auburn	1550 Opelika Road, Space 26, Auburn, AL 36830 USA	*Royal Medic LLC, Jihad Hassan	(334) 593-5789
AZ	Sierra Vista	55 S Highway 92, Suite F, Sierra Vista, AZ 85635 USA	Sierra Vista Electronics Repair LLC, Scott Krueger	(520) 261-2079
AZ	Tucson	7475 N La Cholla Blvd., #410, Tucson, AZ 85741 USA	*UBIFTUC5, LLC, Saqib "Q" Qureshi	(520) 327-3771
CA	Arden	1537 Howe Avenue, Suite 120, Sacramento, CA 95825 USA	*Allstar Tech Solutions LLC, Peter Madsen	(916) 966-7400
CA	Carlsbad	1707 Cortez Avenue, Escondido, CA 92026 USA	iDevice Electronic Repairs, Inc., Eyal Reich	(760) 990-1525
CA	Chino Hills	4012 Grand Avenue, Suite H, Chino, CA 91710 USA	Dark Knight Technologies, LLC, Mark Verbal	(909) 753-6773
CA	Encinitas	191 N El Camino Real, Suite 109, Encinitas, CA 92024 USA	Allied Repair Services LLC, Nazir Fedahi	(619) 277-5810
CA	Fullerton	136 W Orangethorpe Avenue, Fullerton, CA 92832 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
CA	Grass Valley	2108 Nevada City Highway, Grass Valley, CA 95945 USA	*Kenani Enterprises, LLC, Anita B Gardella	(916) 202-5903
CA	Hesperia	2511 Woodruff Lane, Arcadia, CA 91007 USA	*E & E Elite, Inc., Eric Young Sung	(626) 408-5757
CA	Kearney Mesa	5658 Mission Center Road, Suite 304, San Diego, CA 92108 USA	ASA Technologies, Inc., Terra Arzo	(760) 696-8120
CA	National City	9212 Maler Road, San Diego, CA 92129 USA	*Poseidon Investment Inc., Ahmad Bashir	(619) 349-3193
CA	North Hollywood	1130 S Flower St. #305, Los Angeles, CA 90015 USA	UBREAK 87, Co., Neil Behnke	(661) 476-5934
CA	Oakland	4299 Piedmont Avenue, Suite B, Oakland, CA 94611 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
CA	Redding	1020 E Cypress Avenue, Unit 200, Redding, CA 96002 USA	Shasta Repairs, Inc., Andrew J Bley	(530) 598-5296
CA	Redlands	9980 Alabama Street, Suite C, Redlands, CA 92374 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
CA	San Clemente	8155 Cargill Avenue #36, San Diego, CA 92122 USA	Allied Repair Services LLC, Nazir Fedahi	(619) 277-5810
CA	San Mateo	324 E 3 rd Avenue, San Mateo, CA 94401 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108

* Indicates franchisee is an Area Developer

**Indicates franchisee with Store and Mobile Unit(s)

ATRS-0522

State	Provisional Territory	Address	Owner/Contact Person	Contact Number
CA	Yuba City	1050 Tharp Road, Suite 200, Yuba City, CA 95932 USA	*Kenani Enterprises, LLC, Anita B Gardella	(916) 202-5903
CO	Grand Junction	2454 Hwy 6 & 50, Unit 115, Grand Junction, CO 81505 USA	Koch Resources LLC, Christopher Koch	(970) 549-1284
CO	Pueblo	1835 Suite A S Pueblo Blvd., Pueblo, CA 81005 USA	Dream Chaserz, LLC, Judy DeVincentis	(970) 209-0223
CT	Groton	220 Route 12, Suite 8A, Groton, CT 06340 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
CT	Norwich	30 Salem Turnpike, Norwich, CT 06360 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
DE	Dover	1001 North Dupont Hwy, Suite 1005, Dover, DE 19901 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
FL	North Jacksonville	13249 City Square Drive, Suite 113, Jacksonville, FL 32218 USA	*UBIF 3 Stooges, LLC, Adam Siegel	(904) 257-6303
FL	Panama City Beach	15620 Panama City Beach Pkwy, Suite D-160, Panama City Beach, FL 32413 USA	CY Group Properties LLC, Carlos Fernandez	(850) 624-1137
FL	Port St. Lucie	131 SW Cashmere Blvd., Port St. Lucie, FL 34986 USA	N&L UBIF, LLC, Nicholas Williams	(321) 960-9702
FL	South Naples	9960 Business Circle, Building 4B, Unit 7, Naples, FL 34117 USA	UBIF North Naples, LLC, Clark Morton	(239) 738-0078
FL	St. Augustine	305 State Road 312 #29A, St. Augustine, FL 32086	*UBIF 3 Stooges, LLC, Adam Siegel	(904) 257-6303
FL	Wesley Chapel	6431 E. County Line Road, Suite 107, Tampa, FL 33647 USA	IFIX INVESTMENT GROUP, Anh Tuan Hoang	(352) 606-3381
GA	McDonough	490 Morgan Mill Road, Brooks, GA 30205 USA	*PMH Tech Services, LLC, Gerald White	(678) 552-9638
GA	Peachtree City	490 Morgan Mill Road, Brooks, GA 30205 USA	PMH Tech Services, LLC, Gerald White	(770) 703-5791
GA	Sandy Springs	5560 Roswell Road, Sandy Springs, GA 30342 USA	Fourth Cousin Ventures LLC, Candice Smith	(404) 812-0655
IL	Elmhurst	177 S State Route 83, Elmhurst, IL 60126 USA	*Repair 99 LLC, Kyle Burg	(847) 749-0230
IL	Lakemoor	648 Grassmere Park, #300, Nashville, TN 37211 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
IN	Bloomington	879 South College Road, Bloomington, IN 47401 USA	Hoosier Daddies, LLC, Michael York	(812) 405-2661
MA	Hyannis (Cape Cod)	769 Iyannough Road N198, Hyannis, MA 02601 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
MA	Saugus	855 Broadway, Saugus, MA 01906 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
MD	Baltimore	100 E Pratt Street, Suite A, Baltimore, MD 21202 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108

* Indicates franchisee is an Area Developer

**Indicates franchisee with Store and Mobile Unit(s)

State	Provisional Territory	Address	Owner/Contact Person	Contact Number
MD	Easton	220 Marlboro Avenue, Easton, MD 21601 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
MD	Hagerstown	17612 Garland Groh Blvd., Hagerstown, MD 21770	QUART Consulting Services, LLC	(240) 237-8292
MD	Hampden	1030 W 41 st Street, Suite A, Baltimore, MD 21211 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
MD	Middle River	1470 Martin Blvd., Middle River, MD 21220 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
MD	Pasadena	803 Governor Ritchie Hwy., Suite 2D, Pasadena, MD 21122 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
MD	Westminster	625 Baltimore Blvd., Westminster, MD 21157 USA	Gladwell Consulting, LLC, Evelyn Baylin	(443) 590-0049
MI	Dearborn	22370 Michigan Avenue, Unit C, Dearborn, MI 48124 USA	*HFF Michigan Holdings, Inc., Joyce Harb	(586) 334-4004
MI	Jackson	1092 Jackson Crossing, Suite K102, Jackson, MI 49202 USA	*JJB23 Holdings, Inc., John J Bailey Jr.	(269) 775-1910
MI	Saint Joseph	10330 Cottage Park Cove, Fort Wayne, IN46835 USA	*JJB23 Holdings, Inc., John J. Bailey,Jr.	(269) 775-1910
MN	Mankato	121 Sioux Road, Mankato, MN 56001 USA	*Fast Phone Repair LLC, JamesGorecki	(701) 380-7499
MO	Chesterfield	21 Southgate Drive, Troy, MO 63379 USA	*JK Solutions of Chesterfield LLC, Jason Troester	(636) 686-5296
MO	St. Louis	6424 Chippewa Street, Suite B, St. Louis, MO 63109 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
MT	Billings	611 Hilltop Road, Suite 2, Billings, MT 59105 USA	*Device Doctor, LLC, Adam Kimmet	(406) 876-4668
NC	Gastonia	2516 E Franklin Blvd., Unit 10, Gastonia, NC 28056 USA	Midas Touch Ventures, Inc., StephenChristopher Olliver	(704) 844-0706
NC	Goldsboro	505 N Berkeley Blvd., Goldsboro, NC 27534 USA	*RMG Technology Solutions, LLC, Ann-Drea Small	(984) 277-6772
NC	Kernersville	1030 South Main Street, Suite G, Kernersville, NC 27284 USA	*Bourbon Dog, Inc., Charles D Braxton	(336) 280-4480
NC	Mooreville	604 Creekwood Drive, Trent Woods, NC 28562 USA	*LARC Ventures LLC, Larkin M Hawkins	(252) 671-0111
NC	North Asheville	2 Cardiff Court, Arden, NC 28704 USA	UBIF JMK2 LLC, Jimmy Ray SmithJr	(828) 676-0744
NC	Rocky Mount	1233 Cobb Corners Drive, Unit F-07, Rocky Mount, NC 27804 USA	*RMG Technology Solutions, LLC, Ann-Drea Small	(984) 277-6772
NC	Shelby	125 Mandel Drive, Gastonia, NC 28056 USA	BPVM Repairs LLC, Brian K Matteson	(704) 349-8313

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**Indicates franchisee with Store and Mobile Unit(s)

State	Provisional Territory	Address	Owner/Contact Person	Contact Number
NC	Wilmington	5111 Market Street, Unit 2, Wilmington, NC 28405 USA	*SULLIVAN STREET, LLC, Timothy Moorehead	(919) 650-3954
NH	Somersworth	130 Tri City Road, Suite 5, Somersworth, NH 03878 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
NJ	East Hanover	240 State Route 10, Suite 13, Hanover, NJ 07936 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
NJ	Howell	4705 US 9, Howell, NJ 07731 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
NJ	Morristown	191 E Hanover Avenue, Morristown, NJ 07960 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
NJ	Toms River	2 NJ-37W, Suite G-3, Toms River, NJ 08753 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
NJ	Woodbridge	760 US Highway 1, Woodbridge, NJ 08830 USA	*UBIF HUNTINGTON LLC, Bilal Arif	(212) 207-9292
NV	Rampart Blvd.	1000 S Rampart Blvd., Suite 14, Las Vegas, NV 89145 USA	*McWest LLC, Daniel J. McDonald	(725) 220-6300
NV	Rainbow Blvd.	7645 S Rainbow Blvd., Suite 101, Las Vegas, NV 89113 USA	*McWest LLC, Daniel J. McDonald	(725) 220-6300
NY	Brooklyn	219 Willow Road E, Apt. 1, Staten Island, NY 10314 USA	UBREAKIFIX SHEEPSHEAD BAY, INC., Hernán Esteban Ortega	(929) 324-0277
NY	Cicero	7985 US-11, Cicero, NY 13039 USA	*Stout Management Group LLC, William Stout	(203) 815-7111
NY	Dewitt	3409 Erie Blvd. E, Suite 190, Dewitt, NY 13214 USA	*Stout Management Group LLC, William Stout	(203) 815-7111
NY	Dunkirk	3955 Vineyard Drive, Dunkirk, NY 14048 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
NY	Garden City	575 Stewart Avenue, Garden City, NY 11530 USA	YOUR WIRELESS REPAIRS LLC, Manuel Casineiras	(337) 263-6639
NY	Ithaca	742 S Meadow Street, Ithaca, NY 14850 USA	*Stout Management Group LLC, William Stout	(203) 815-7111
NY	Middletown	400 Route 211 E, Suite 24, Middletown, NY 10940 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
NY	Midtown Manhattan	217 East 29 th Street, New York, NY 10016 USA	*The Wireless Circle, Inc., Bilal Arif	(212) 207-9292
NY	North Buffalo	2290 Delaware Avenue, Buffalo, NY 14216 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
NY	Syracuse	3439 W Genessee Street, Suite 100, Syracuse, NY 13219 USA	*Stout Management Group LLC, William Stout	(203) 815-7111
OH	Strongsville	18058 Royalton Road, Strongsville, OH 44136 USA	Trinity Enterprises 2017 LLC, John Ebenezer Gnanaskhar	(937) 304-8472
PA	Bryn Mawr	761 Lancaster Avenue, Bryn Mawr, PA 19010 USA	*UBIF Corporation, Patricia Buckley	(484) 800-8696

* Indicates franchisee is an Area Developer

**Indicates franchisee with Store and Mobile Unit(s)

State	Provisional Territory	Address	Owner/Contact Person	Contact Number
PA	Cheltenham	2401 Cheltenham Avenue, Philadelphia, PA 19150 USA	*UBIF Corporation, Patricia Buckley	(484) 800-8696
PA	Reading	1171 Berkshire Blvd., Reading, PA 19610 USA	UBIF READING I LLC, William E Hess Jr.	(610) 656-6404
PA	Washington	12 Old Mill Blvd., Suite 20, Washington, PA 15301 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
PR	Bayamon	60 Av. RA-o Hondo, Suite B074B, Bayamon, Peurto Rico	*ESCA GROUP LLC, EdgardoGarcia	(787) 333-6044
PR	Caguas #2	P.O. Box 1851, Sabana Seca, PR 00952-1851 USA	*ESCA GROUP LLC, EdgardoGarcia	(787) 333-6044
SC	Hilton Head	14 Campus Drive, East Setauket, NY 11733 USA	Lowcountry Mgt. Corp, Joseph Iaquina	(516) 373-2455
SC	Myrtle Beach	915 Willowbrook Drive, Suite E, Huntsville, AL 35802 USA	*SULLIVAN STREET, LLC, Timothy Moorehead	(336) 245-4535
SC	North Charleston	7400 Rivers Avenue, Unit AA, North Charleston, SC 29418 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
SC	Rock Hill	760 Cherry Road, Rock Hill, SC 29730 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
TN	Jackson	1825B Madison Street, Clarksville, TN 37043 USA	UBREAKIFIX 610 Tennessee LLC, Christopher J. Burch	(931) 378-7879
TN	Memphis	8366 Kings Trail Cove, Memphis, TN 38016 USA	Lawson III, LLC, Marc L. Lawson Jr.	(423) 312-4153
TX	Denton	5924 Pin Oak Lane, North Little Rock, AR 72117 USA	*Sairam Electronics LLC, Sameet Patel	(214) 407-8550
TX	El Paso	1331 George Dieter Drive, Unit #CF, El Paso, TX 79936 USA	On Demand Services LLC, Asif Noorani	(469) 688-1197
TX	Hurst	956 Melbourne Road, Hurst, TX 76053 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
TX	Lake Jackson	201 Highway 332 W, Suite 1200, Lake Jackson, TX 77566 USA	*SalaxyCell LLC, Makki Makki	(256) 328-1271
TX	McAllen	1400 E Expressway 83, Suite 120, McAllen, TX 78503 USA	*South Texas Techie Repair LLC, Rene Jackson Jr.	(210) 232-2139
TX	Rockwall	3035 Ridge Road, Suite 104, Rockwall, TX 75032 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
TX	Round Rock	2711 La Frontera Blvd., Suite 230, Round Rock, TX 78681 USA	*Bluewater Swiftsmen L.L.C., Gustavo Viegas Reichardt	(512) 456-7156
TX	Woodlands	3026 College Park Drive, Suite #B, The Woodlands, TX 77384 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
TX	Waxahachie	1540 N Hwy. 77, Suite D2, Waxahachie, TX 75165 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
UT	Lehi	101 North 1200 East, Suite A-4, Lehi, UT 84043	Wells Family Technologies, LLC, Scott Wells	(801) 819-9334

* Indicates franchisee is an Area Developer

**Indicates franchisee with Store and Mobile Unit(s)

State	Provisional Territory	Address	Owner/Contact Person	Contact Number
VA	Norfolk	1541 Premium Outlets Blvd., Suite 130, Norfolk, VA 23502 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
VA	Roanoke	4750 Valley View Blvd. NW, Suite 70, Roanoke, VA 24012 USA	*Mountain Repair LLC, Gregory Robert Lee	(540) 449-2805
WA	Redmond	17188 Redmond Way, Redmond, WA 98052 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
WA	Silverdale	9990 Mickelberry Road NW, Suite 104, Silverdale, WA 98383 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
WA	Tukwilla	387 Strander Blvd., Tukwilla, WA 98188 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
WA	Vancouver	16320 SE Mill Plain Blvd. #103, Vancouver, WA 98683 USA	Smart Mobile Techs, LLC, George Kalomiris	(503) 849-5282
WA	West Seattle	4754 42 nd Avenue SW, Seattle, WA 98101 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
WA	Yakima	6-128 N Fair Avenue, Suite 113, Yakima, WA 98901 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
WI	Menomonee Falls	N95W18419, County Line Road, Menomonee Falls, WI 53051 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
WI	West Bend	1757 S Main Street, West Bend, WI 53095 USA	Asurion UBIF Franchise, LLC, Eric Mueller	(908) 293-2108
WV	Martinsburg	171 Retail Common Parkway, Suite D003, Martinsburg, WV 25403 USA	QUART Consulting Services, LLC, Marcus Thomas	(202) 438-9067

* Indicates franchisee is an Area Developer

**Indicates franchisee with Store and Mobile Unit(s)

FORMER FRANCHISEES AS OF DECEMBER 31, 2021

State	Store Name	Store Phone	Address	Owner/Contact Person
USA				
AL	Daphne	(228) 326-4397	2059 E Pass Road, Suite 19, Gulfport, MS 39507 USA	CDP Daphne, LLC, Steven L. Curtindale
AL	Mobile	(228) 326-4397	2059 E Pass Road, Suite 19, Gulfport, MS 39507 USA	CDP Mobile, LLC, Steven L. Curtindale
AL	Gardendale	(205) 582-2345	1919 28th Avenue, Suite #141, Homewood, AL 35209 USA	Phone Restore 1, LLC, Tom Lamkin
AL	Homewood	(205) 582-2345	1919 28th Avenue, Suite #141, Homewood, AL 35209 USA	Phone Restore 1, LLC, Tom Lamkin
AL	Trussville	(205) 582-2345	1919 28th Avenue, Suite #141, Homewood, AL 35209 USA	Phone Restore 1, LLC, Tom Lamkin
AL	Tuscaloosa	(205) 582-2345	1919 28th Avenue, Suite #141, Homewood, AL 35209 USA	Phone Restore 1, LLC, Tom Lamkin
AR	Fayetteville	(913) 226-0696	11200 W 93rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine Ricci
AZ	Chandler	(602) 402-1876	374 East Horseshoe Avenue, Gilbert, AZ 85296 USA	S&S Ventures, LLC, Brian Spinetti
AZ	Peoria		7369 W Bell Road, Suite 5, Peoria, AZ 85382 USA	UBIF69CO, LLC, Ryan Ottaviano
AZ	South Peoria	(954) 593-0210	8753 W Potter Drive, Peoria, AZ 85382 USA	UBIFMIKEOXLONG LLC, Matt Wartars
AZ	Sunrise	(954) 593-0210	8753 W Potter Drive, Peoria, AZ 85382 USA	UBIFMIKEOXLONG LLC, Matt Wartars
CA	Anaheim Hills	(303) 903-2454	5340 S Quebec St., Suite 205N, Greenwood Village, CO 80111 USA	Fix It Technologies, LLC, John Valenti
CA	Corona	(303) 903-2454	5340 S Quebec St., Suite 205N, Greenwood Village, CO 80111 USA	Fix It Technologies, LLC, John Valenti
CA	Costa Mesa	(303) 903-2454	5340 S Quebec St., Suite 205N, Greenwood Village, CO 80111 USA	Fix It Technologies, LLC, John Valenti
CA	Lake Forest	(303) 903-2454	5340 S Quebec St., Suite 205N, Greenwood Village, CO 80111 USA	Fix It Technologies, LLC, John Valenti
CA	Moreno Valley	(303) 903-2454	5340 S Quebec St., Suite 205N, Greenwood Village, CO 80111 USA	Fix It Technologies, LLC, John Valenti
CA	Rancho Mirage	(303) 903-2454	5340 S Quebec St., Suite 205N, Greenwood Village, CO 80111 USA	Fix It Technologies, LLC, John Valenti
CA	South Coast	(303) 903-2454	5340 S Quebec St., Suite 205N, Greenwood Village, CO 80111 USA	Fix It Technologies, LLC, John Valenti
CA	Camden	(925) 481-0811	1648 Century Oaks Drive, Brentwood, CA 94513 USA	M&E Investments, Co., Minhthe Nguyen
CA	Cupertino	(925) 481-0811	1648 Century Oaks Drive, Brentwood, CA 94513 USA	M&E Investments, Co., Minhthe Nguyen
CA	Fremont	(925) 481-0811	1648 Century Oaks Drive, Brentwood, CA 94513 USA	M&E Investments, Co., Minhthe Nguyen
CA	Santa Clara	(925) 481-0811	1648 Century Oaks Drive, Brentwood, CA 94513 USA	M&E Investments, Co., Minhthe Nguyen
CA	South San Francisco	(925) 481-0811	1648 Century Oaks Drive, Brentwood, CA 94513 USA	M&E Investments, Co., Minhthe Nguyen
CA	The Plant	(925) 481-0811	1648 Century Oaks Drive, Brentwood, CA 94513 USA	M&E Investments, Co., Minhthe Nguyen
CA	Dublin	(908) 405-2841	19564 Redwing Street, Tarzana, CA 91356 USA	Tisya Group Inc., Tarun Tandon
CA	Union City	(908) 405-2841	655 South Main Street, Suite 210, Orange, CA 92868 USA	Tisya Group Inc., Tarun Tandon
CA	Ventura	(805) 766-4099	6048 Telegraph Road, Suite B, Ventura, CA 93003 USA	UBIF 11C, Co., Christopher Ryan Michaud
CO	Longmont	(303) 717-5274	P.O. Box 350997, Westminster, CO 80035 USA	Baryon Engineering, Inc., Lloyd R. Olmedo
CO	Bolder	(985) 969-5345	1500 J.W. Davis Drive, Hammond, LA 70403 USA	G4 Investments, LLC, James Griffith
CO	Fort Collins	(505) 801-8047	2759 Harvest Park Lane, Fort Collins, CO 80528 USA	Murphy Collective, LLC, John Murphy
CO	Colorado Springs	(321) 271-7479	11 N 18th Street, Colorado Springs, CO 80904 USA	UBIF Colorado Springs, Co., Timothy W. Cook-Berry
CO	Colorado Springs South	(321) 271-7479	11 N 18th Street, Colorado Springs, CO 80904 USA	UBIF COS 2, LLC, Timothy W. Cook-Berry
CO	Arvada	(720) 502-3912	699 South Mill Ave., Suite 112, Tempe, AZ 85281 USA	UBIF LV, Co., Robert Viator
CO	Stapleton	(239) 246-6695	4860 S Pierson Way, Littleton, CO 80127 USA	UBIF SW Co., Andrew Wallis
CT	Darien	(978) 223-5355	272 Bullard Street, Fairfield, CT 06825 USA	UBIF Patriot, Inc., Steven Donald Gardner**
CT	Westport	(978) 223-5355	272 Bullard Street, Fairfield, CT 06825 USA	UBIF Patriot, Inc., Steven Donald Gardner**
DC	Brentwood DC	(703) 634-8075	331 Grove Avenue, Falls Church, VA 22046 USA	UBIF Brentwood, LLC, David B. Ostler**
DC	Georgetown	(703) 634-8075	331 Grove Avenue, Falls Church, VA 22046 USA	UBIF Georgetown, LLC, David B. Ostler**
FL	Ormond Beach	(386) 944-9744	207 N Sweetwater Cove Blvd., Longwood, FL 32779 USA	ClearGoals, LLC, Joseph Markiewicz
FL	Palm Coast	(386) 944-9744	207 N Sweetwater Cove Blvd., Longwood, FL 32779 USA	ClearGoals, LLC, Joseph Markiewicz
FL	Melbourne	(954) 465-4686	3166 Connermara Drive, Ormond Beach, FL 32174 USA	JCL 1619 LLC, James Ortwein
FL	Dr Phillips	(954) 226-1320	1806 33rd Street, Suite 120, Orlando, FL 32839 USA	UBIF 100, Co., Carlos R. Mamo
FL	Lake Mary	(407) 797-4845	5836 Mariposa Cove Lane, Orlando, FL 32822 USA	UBIF B.V.P., LLC, Jeromy I. Padgett
FL	Davie	(954) 588-8800	15754 SW 16th Street, Davie, FL 33326 USA	UBIF Stirling, LLC, Lisa M Cartaya
FL	Gainesville	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX ARCHER RD LLC, Vicente Humberto Potolicchio
FL	Fort Lauderdale	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX BROWARD 01, LLC, Vicente Humberto Potolicchio
FL	Plantation	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX BROWARD 02, LLC, Vicente Humberto Potolicchio
FL	Pembroke Pines	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX BROWARD 03, LLC, Vicente Humberto Potolicchio
FL	Hallandale	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX BROWARD 04, LLC, Vicente Humberto Potolicchio
FL	North Fort Lauderdale	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX BROWARD 05, LLC, Vicente Humberto Potolicchio

**This franchisee continues to own and operate other UBIFMIKEOXLONG Store(s).

State	Store Name	Store Phone	Address	Owner/Contact Person
			FL 33009 USA	Humberto Potolicchio
FL	Weston	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX BROWARD 06, LLC, Vicente Humberto Potolicchio
FL	West Pines	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX BROWARD 07, LLC, Vicente Humberto Potolicchio
FL	Miami Lakes	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX DADE 01, LLC, Vicente Humberto Potolicchio
FL	South Miami	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX DADE 02, LLC, Vicente Humberto Potolicchio
FL	Cutler Bay	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX DADE 04, LLC, Vicente Humberto Potolicchio
FL	Kendall	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX DADE 05, LLC, Vicente Humberto Potolicchio
FL	Davie	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX DAVIE LLC, Vicente Humberto Potolicchio
FL	Deerfield Beach	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX DEERFIELD LLC, Vicente Humberto Potolicchio
FL	North Gainesville	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX GAINESVILLE 8181 LLC, Vicente Humberto Potolicchio
FL	North Miami	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX NORTH MIAMI LLC, Vicente Humberto Potolicchio
FL	Ocala	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX OCALA LLC, Vicente Humberto Potolicchio
FL	Pinellas Park	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX PINELLAS PARK LLC, Vicente Humberto Potolicchio
FL	Royal Palm	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX ROYAL PALM LLC, Vicente Humberto Potolicchio
FL	Carrollwood	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX Tampa 01 LLC, Vicente Humberto Potolicchio
FL	Dunedin	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX Tampa 02 LLC, Vicente Humberto Potolicchio
FL	Palm Harbor	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX Tampa 03 LLC, Vicente Humberto Potolicchio
FL	New Port Richey	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX Tampa 04 LLC, Vicente Humberto Potolicchio
FL	Largo	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	UBIX Tampa 05 LLC, Vicente Humberto Potolicchio
FL	Kissimmee	(407) 908-6020	5652 Jack Brack Road, Saint Cloud, FL 34771 USA	Worley BSD, Inc., Clayton Worley
FL	Poinciana	(407) 908-6020	5652 Jack Brack Road, Saint Cloud, FL 34771 USA	Worley BSD, Inc., Clayton Worley
GA	Douglasville	(423) 707-0055	1278 Miss Irene Lane, Lawrenceville, GA 30044 USA	DKay Investment, LLC, David S Kim
IA	Cedar Rapids IA	(402) 202-4953	6420 Cannondale Court, Lincoln, NE68516 USA	iRepair Smartphones LLC, Hyle Erwin**
IA	Davenport	(402) 202-4953	6420 Cannondale Court, Lincoln, NE68516 USA	iRepair Smartphones LLC, Hyle Erwin**
IA	Sioux City	(605) 376-0640	3516 S Spencer Blvd., Sioux Falls, SD 57103 USA	MSAdd Holdings, LLC, Marvin R Addink
IA	Ames	(402) 202-4953	6420 Cannondale Court, Lincoln, NE68516 USA	UBIF Ames, LLC, Hyle Erwin**
IA	Ankeny	(402) 202-4953	6420 Cannondale Court, Lincoln, NE68516 USA	UBIF Ankeny, LLC, Hyle Erwin**
IA	West Des Moines	(402) 202-4953	6420 Cannondale Court, Lincoln, NE68516 USA	UBIF West Des Moines, LLC, Hyle Erwin**
ID	Twin Falls	(208) 403-5397	P.O. Box 3141, Idaho Falls, ID 83403 USA	Business Solutions Enterprise, Caralyn Olson
IL	Delkalb	(619) 708-5116	1059 W Park Place Drive, Bartlett, IL 60103 USA	Guida Holdings Corp, Anthony Guida
IL	Orland Park	(708) 717-3533	13455 Cove Court, Palos Heights, IL 60463 USA	ORLAND PARK UBREAKIFIX LLC, Mohammed Salamah
IL	Plainfield	(630) 344-2270	2227 Lynn Drive, Montgomery, IL 60538 USA	Valle Ventures, Inc., Ivan Valle
KS	Lawrence	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
KS	Lenexa	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
KS	Olathe	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
KS	Overland Park	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
KS	Derby	(316) 285-9050	2441 N Maize Road, Suite 203, Wichita, KS 67205 USA	We Fix It, LLC, Bill Ramsey
KS	East Wichita	(316) 285-9050	2441 N Maize Road, Suite 203, Wichita, KS 67205 USA	We Fix It, LLC, Bill Ramsey
KS	West Wichita	(316) 285-9050	2441 N Maize Road, Suite 203, Wichita, KS 67205 USA	We Fix It, LLC, Bill Ramsey
KS	Wichita	(316) 285-9050	2441 N Maize Road, Suite 203, Wichita, KS 67205 USA	We Fix It, LLC, Bill Ramsey
KY	Florence	(513) 739-5696	6092 Yosemite Drive, Cincinnati, OH 45237 USA	The Conlin Organization, LLC, Christopher Conlin
KY	Newport	(513) 739-5696	6092 Yosemite Drive, Cincinnati, OH 45237 USA	The Conlin Organization, LLC, Christopher Conlin
MA	Beverly	(978) 223-5355	401 School Street, Carlisle, MA 01741 USA	Fixter, LLC, Skip Campbell
MA	Burlington MA	(978) 223-5355	401 School Street, Carlisle, MA 01741 USA	Fixter, LLC, Skip Campbell
MD	Rockville	(240) 463-7653	4 Filbert Court, Gaithersburg, MD 20879 USA	Adroit Acumen Associates, Ltd., Kuan Hao
MN	Apple Valley	(605) 376-0640	3516 S. Spencer Blvd., Sioux Falls, SD 57103 USA	UBREAKIFIX of Minneapolis South, LLC, Marvin R Addink
MN	Richfield	(605) 376-0640	3516 S. Spencer Blvd., Sioux Falls, SD 57103 USA	UBREAKIFIX of Minneapolis South, LLC,

State	Store Name	Store Phone	Address	Owner/Contact Person
				Marvin R Addink
MO	Blue Springs	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
MO	Joplin	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
MO	Liberty	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
MO	North Kansas City	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
MO	North Oak Trafficway	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
MO	Raymore	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
MO	Springfield MO	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
MO	Ward Parkway	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
NC	Charlotte	(256) 479-6266	15533 Jeanne Lane, Homer Glen, IL 60491 USA	SULLIVAN STREET, LLC, Timothy Moorehead**
NC	Charlotte Midtown	(256) 479-6266	15533 Jeanne Lane, Homer Glen, IL 60491 USA	SULLIVAN STREET, LLC, Timothy Moorehead**
NC	North Charlotte	(256) 479-6266	15533 Jeanne Lane, Homer Glen, IL 60491 USA	SULLIVAN STREET, LLC, Timothy Moorehead**
NC	Promenade on Providence	(256) 479-6266	15533 Jeanne Lane, Homer Glen, IL 60491 USA	SULLIVAN STREET, LLC, Timothy Moorehead**
NC	Raleigh Brier Creek	(256) 479-6266	15533 Jeanne Lane, Homer Glen, IL 60491 USA	SULLIVAN STREET, LLC, Timothy Moorehead**
NE	South Lincoln	(402) 202-4953	6420 Cannondale Court, Lincoln, NE 68516 USA	iRepair Smartphones LLC, Hyle Erwin**
NE	Midtown Omaha	(402) 681-3233	4802 S 235 th Street, Elkhorn, NE 68022 USA	DG Repairs, LLC, Gene Chevalier
NE	Northwest Omaha	(402) 681-3233	4802 S 235 th Street, Elkhorn, NE 68022 USA	DG Repairs, LLC, Gene Chevalier
NE	West Omaha	(402) 681-3233	4802 S 235 th Street, Elkhorn, NE 68022 USA	DG Repairs, LLC, Gene Chevalier
NH	Nashua	(978) 223-5355	401 School Street, Carlisle, MA 01741 USA	Fixter, LLC, Skip Campbell
NH	Seabrook	(978) 223-5355	401 School Street, Carlisle, MA 01741 USA	Fixter, LLC, Skip Campbell
NJ	Lawrence Township	(732) 540-7000	12 Arbor Circle, Edison, NJ 08837 USA	R R Estates LLC, Khyati Shah
NJ	Middletown	(908) 217-5673	1141 Route 35, Middletown, NJ 07748 USA	Yash Communications, LLC, Vishal Sood
NJ	Milltown	(908) 217-5673	262 Ryder's Lane, Milltown, NJ 08850 USA	Krish Communications, LLC, Vishal Sood
NJ	Woodbridge	(732) 540-7000	12 Arbor Circle, Edison, NJ 08837 USA	R R Estates LLC, Khyati Shah
NM	Albuquerque Northeast	(806) 236-7097	12000 Rockwell Road, Amarillo, TX 79119 USA	T & W McC, LLC, Timothy Weldon McCright
NM	Albuquerque West	(806) 236-7097	12000 Rockwell Road, Amarillo, TX 79119 USA	T & W McC, LLC, Timothy Weldon McCright
NV	Reno	(239) 265-3522	929 SE 25 th Lane, Cape Coral, FL 33904 USA	FJA Enterprises, LLC, Francesco Angiulo
NY	Long Island City	(718) 710-8226	10-15 46 th Road, Long Island City, NY 11101 USA	City Retail Partners, LLC, Elliot Park
NY	Amherst	(716) 432-1537	7954 Transit Road, PMB #328, Williamsville, NY 14221 USA	Route 90, LLC, Lonney Krentz
NY	Cheektowaga	(716) 432-1537	7954 Transit Road, PMB #328, Williamsville, NY 14221 USA	Route 90, LLC, Lonney Krentz
NY	Dunkirk	(716) 432-1537	7954 Transit Road, PMB #328, Williamsville, NY 14221 USA	Route 90, LLC, Lonney Krentz
NY	Hamburg	(716) 432-1537	7954 Transit Road, PMB #328, Williamsville, NY 14221 USA	Route 90, LLC, Lonney Krentz
NY	Niagara Falls	(716) 432-1537	7954 Transit Road, PMB #328, Williamsville, NY 14221 USA	Route 90, LLC, Lonney Krentz
NY	North Buffalo	(716) 432-1537	7954 Transit Road, PMB #328, Williamsville, NY 14221 USA	Route 90, LLC, Lonney Krentz
NY	West Seneca	(716) 432-1537	7954 Transit Road, PMB #328, Williamsville, NY 14221 USA	Route 90, LLC, Lonney Krentz
NY	Williamsville	(716) 432-1537	7954 Transit Road, PMB #328, Williamsville, NY 14221 USA	Route 90, LLC, Lonney Krentz
NY	Greece	(716) 868-9810	7954 Transit Road, PMB #328, Williamsville, NY 14221 USA	UBIF New York, LLC, Nathan Bautz
NY	Pittsford	(716) 868-9810	7954 Transit Road, PMB #328, Williamsville, NY 14221 USA	UBIF New York, LLC, Nathan Bautz
NY	Victor	(716) 868-9810	7954 Transit Road, PMB #328, Williamsville, NY 14221 USA	UBIF New York, LLC, Nathan Bautz
OH	Eastgate	(513) 697-9900	6727 Waverly Park, Morror, OH 45152 USA	Baysal, LLC, Koray Baysal
OH	Fairfield	(513) 697-9900	6727 Waverly Park, Morror, OH 45152 USA	Baysal, LLC, Koray Baysal
OH	Miamisburg	(513) 697-9900	6727 Waverly Park, Morror, OH 45152 USA	Baysal, LLC, Koray Baysal
OH	West Chester Township	(513) 697-9900	6727 Waverly Park, Morror, OH 45152 USA	Baysal, LLC, Koray Baysal
OH	Cincinnati	(513) 697-9900	6727 Waverly Park, Morror, OH 45152 USA	KBGlobal, LLC, Koray Baysal
OH	Kenwood	(513) 697-9900	6727 Waverly Park, Morror, OH 45152 USA	KBGlobal, LLC, Koray Baysal
OH	Gahana	(614) 532-5635	121 Mill Street, Suite 116, Columbus, OH 43214 USA	Marp Management Co., Joseph Marple
OH	Columbus	(614) 532-5635	200 South Orange Ave., Suite 200, Orlando, FL 32801 USA	Marple Investments, LLC, Jason Marple
OH	Hilliard	(614) 532-5635	200 South Orange Ave., Suite 200, Orlando, FL 32801 USA	UBIF Ohio, Co., Jason Marple
OK	Stillwater	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
OK	Tulsa Promenade	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci
OK	Tulsa Woodland Hills	(913) 226-0696	11200 W 93 rd Street, Overland Park, KS 66214 USA	Phone Medic, LLC, Christine M Ricci

State	Store Name	Store Phone	Address	Owner/Contact Person
PA	King of Prussia	(610) 888-8155	1410 Westgate Drive, Phoenixville, PA 19460 USA	BreakFix Repairs KOP, LLC, Jeffrey Schwenk
PA	Royersford	(610) 888-8155	1410 Westgate Drive, Phoenixville, PA 19460 USA	BreakFix Repairs Royersfield, LLC, Jeffrey Schwenk
PA	Springfield PA	(610) 888-8155	1410 Westgate Drive, Phoenixville, PA 19460 USA	BreakFix Repairs Springfield, LLC, Jeffrey Schwenk
PA	Exton	(610) 888-8155	1410 Westgate Drive, Phoenixville, PA 19460 USA	BreakFix Repairs, LLC, Jeffrey Schwenk
SC	Rock Hill	(256) 479-6266	15533 Jeanne Lane, Homer Glen, IL 60491 USA	SULLIVAN STREET, LLC, Timothy Moorehead**
SC	North Charleston	(305) 336-9510	1835 E Hallandale Beach Blvd., Unit 340, Hallandale Beach, FL 33009 USA	VHP Retail Holdings, LLC, Vincente Humberto Potalicchio
SD	Sioux Falls	(605) 376-0640	3516 S Spencer Blvd., Sioux Falls, SD 57103 USA	UBREAKIFIX of Sioux Falls, LLC, Marvin R Addink
TN	Belle Meade	(615) 491-6725	1441 Beddington Park, Nashville, TN 37215 USA	iFixxIT, LLC, Susan Wright
TN	Hendersonville	(615) 491-6725	1441 Beddington Park, Nashville, TN 37215 USA	iFixxIT, LLC, Susan Wright
TN	Nashville	(615) 491-6725	1441 Beddington Park, Nashville, TN 37215 USA	iFixxIT, LLC, Susan Wright
TX	Atascocita	(228) 328-4397	1317 24 th Avenue, Suite C, Gulfport, MS 39501 USA	CDP Atascocita, LLC, Steven L Curtindale
TX	Baytown	(228) 328-4397	1317 24 th Avenue, Suite C, Gulfport, MS 39501 USA	CDP Baytown, LLC, Steven L Curtindale
TX	Beaumont	(228) 328-4397	1317 24 th Avenue, Suite C, Gulfport, MS 39501 USA	CDP Beaumont, LLC, Steven L Curtindale
TX	Pasadena TX	(954) 612-7858	5318 Kirby Drive, Houston, TX 77005 USA	Hess & Stone, Co., Brian Hess
TX	Sugar Land	(954) 612-7858	5318 Kirby Drive, Houston, TX 77005 USA	Hess Venture 4, Co., Brian Hess
TX	West Chase	(954) 612-7858	5318 Kirby Drive, Houston, TX 77005 USA	Hess Venture 5, Co., Brian Hess
TX	New Forest	(954) 612-7858	5318 Kirby Drive, Houston, TX 77005 USA	Hess Venture 6, Co., Brian Hess
TX	Burleson	(817) 888-0178	P.O. Box 151111, Fort Worth, TX 76108 USA	Hot Solder, LLC, Virginia Adams
TX	Lake Worth TX	(817) 888-0178	P.O. Box 151111, Fort Worth, TX 76108 USA	Hot Solder, LLC, Virginia Adams
TX	Spring	(315) 247-7418	814 San Jacinto Blvd. #303, Austin, TX 78701 USA	McThorp Corp, LLC, Casey Thorp
TX	Addison	(216) 225-9837	3232 McKinney Avenue, Suite 500, Dallas, TX 75204 USA	Scythe UBIF, LLC, Steven James Demetriou, III
TX	Coppell	(216) 225-9837	3232 McKinney Avenue, Suite 500, Dallas, TX 75204 USA	Scythe UBIF, LLC, Steven James Demetriou, III
TX	Flower Mound	(216) 225-9837	3232 McKinney Avenue, Suite 500, Dallas, TX 75204 USA	Scythe UBIF, LLC, Steven James Demetriou, III
TX	Grand Prairie	(216) 225-9837	3232 McKinney Avenue, Suite 500, Dallas, TX 75204 USA	Scythe UBIF, LLC, Steven James Demetriou, III
TX	Hulen	(216) 225-9837	3232 McKinney Avenue, Suite 500, Dallas, TX 75204 USA	Scythe UBIF, LLC, Steven James Demetriou, III
TX	Lower Greenville	(216) 225-9837	3232 McKinney Avenue, Suite 500, Dallas, TX 75204 USA	Scythe UBIF, LLC, Steven James Demetriou, III
TX	South Arlington	(216) 225-9837	3232 McKinney Avenue, Suite 500, Dallas, TX 75204 USA	Scythe UBIF, LLC, Steven James Demetriou, III
TX	Southlake	(216) 225-9837	3232 McKinney Avenue, Suite 500, Dallas, TX 75204 USA	Scythe UBIF, LLC, Steven James Demetriou, III
TX	Uptown Dallas	(216) 225-9837	3232 McKinney Avenue, Suite 500, Dallas, TX 75204 USA	Scythe UBIF, LLC, Steven James Demetriou, III
TX	Amarillo	(806) 236-7097	12000 Rockwell Road, Amarillo, TX 79119 USA	T & W McC, LLC, Timothy Weldon McCright
TX	South Lubbock	(806) 236-7097	12000 Rockwell Road, Amarillo, TX 79119 USA	T & W McC, LLC, Timothy Weldon McCright
TX	South Austin	(239) 850-5655	2210 S 1 st Street, Unit M, Austin, TX 78704 USA	UBIF South Austin, Co., Brandon McNew
UT	Bountiful	(208) 573-4206	P.O. Box 3141, Idaho Falls, ID 83403 USA	Business Solutions Enterprise, Caralyn Olson
UT	Harrisville	(208) 573-4206	P.O. Box 3141, Idaho Falls, ID 83403 USA	Business Solutions Enterprise, Caralyn Olson
VA	Springfield	(703) 965-8068	3804 Pine Brook Road, Alexandria, VA 22310 USA	CCT Technology Repair Springfield VA, LLC, Sandra Cusick
VA	Pentagon City	(703) 634-8075	331 Grove Avenue, Falls Church, VA 22046 USA	UBIF Arlington, LLC, David B Ostler**
WI	Kenosha	(414) 552-3140	5695 S Meadow Park Drive, Hales Corners, WI 53130 USA	Pflupez Kenosha LLC, Kristen Pfeifer
WI	Milwaukee	(414) 552-3140	5695 S Meadow Park Drive, Hales Corners, WI 53130 USA	Pflupez MILWAUKEE LLC, Kristen Pfeifer
WI	Oak Creek	(414) 552-3140	5695 S Meadow Park Drive, Hales Corners, WI 53130 USA	Pflupez Oak Creek LLC, Kristen Pfeifer
WI	Greenfield	(414) 552-3140	5695 S Meadow Park Drive, Hales Corners, WI 53130 USA	Pflupez, LLC, Kristen Pfeifer
WI	Appleton	(920) 376-0188	W5352 Bowe Lane, Fond du Lac, WI 54937 USA	Sparkenation, LLC, Timothy A VenHaus
WI	East Madison	(920) 376-0188	W5352 Bowe Lane, Fond du Lac, WI 54937 USA	Sparkenation, LLC, Timothy A VenHaus
WI	Green Bay	(920) 376-0188	W5352 Bowe Lane, Fond du Lac, WI 54937 USA	Sparkenation, LLC, Timothy A VenHaus
WI	Madison	(920) 376-0188	W5352 Bowe Lane, Fond du Lac, WI 54937 USA	Sparkenation, LLC, Timothy A VenHaus
WI	Oshkosh	(920) 376-0188	W5352 Bowe Lane, Fond du Lac, WI 54937 USA	Sparkenation, LLC, Timothy A VenHaus
WI	Sheboygan	(920) 376-0188	W5352 Bowe Lane, Fond du Lac, WI 54937 USA	Sparkenation, LLC, Timothy A VenHaus

****This franchisee continues to own and operate other UBREAKIFIX/ASURION TECH REPAIR & SOLUTIONS Store(s).**

Exhibit G
Financial Statements

UBIF FRANCHISING CO
Financial Statements
December 31, 2021, 2020, and 2019
With Independent Auditor's Report

UBIF Franchising Co
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December 31, 2021, 2020, and 2019

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INDEPENDENT AUDITOR'S REPORT

To the Stockholder,
UBIF Franchising Co:

Opinion

We have audited the financial statements of UBIF Franchising Co (the "Company"), which comprise the balance sheets as of December 31, 2021, 2020, and 2019, and the related statements of operations and comprehensive income (loss), changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of UBIF Franchising Co as of December 31, 2021, 2020, and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter

As described in Note 2, the Company adopted Topic 842 - Leases as of January 1, 2021. Prior period amounts have not been adjusted and continue to be reported in accordance with the Company's historic accounting under Topic 840 - Leases. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the 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 UBIF Franchising Co'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 UBIF Franchising Co'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.

Withum Smith & Brown, PC

April 30, 2022

UBIF Franchising Co
Balance Sheets
December 31, 2021, 2020, and 2019

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Assets			
Current assets			
Cash	\$ 3,916,031	\$ 16,564,202	\$ 4,244,561
Accounts receivable	993,528	1,320,737	1,694,626
Current portion of notes receivable	-	-	162,290
Other current assets	<u>622,887</u>	<u>862,047</u>	<u>4,899,224</u>
Total current assets	5,532,446	18,746,986	11,000,701
Property and equipment, net	1,561,757	2,255,290	1,571,297
Right-of-use assets - operating, net	1,865,726	-	-
Notes receivable, less current portion	-	-	30,068
Internally developed software, net	3,965,935	2,503,797	1,626,629
Deferred tax assets, net	28,730,374	25,251,996	25,429,721
Deposits and other assets	418,760	415,518	677,809
Due from affiliates	<u>40,979,917</u>	<u>59,614,194</u>	<u>18,181,891</u>
Total assets	<u>\$ 83,054,915</u>	<u>\$ 108,787,781</u>	<u>\$ 58,518,116</u>
Liabilities and Stockholder's Equity			
Current liabilities			
Accounts payable and accrued expenses	\$ 942,082	\$ 6,857,294	\$ 1,169,667
Due to affiliates	15,218,168	29,140,108	-
Deferred lease liability, current portion	-	85,339	-
Lease liability - operating, current portion	624,912	-	-
Contract liabilities, current portion	<u>1,127,369</u>	<u>968,696</u>	<u>1,108,042</u>
Total current liabilities	17,912,531	37,051,437	2,277,709
Contract liabilities, less current portion	12,185,584	12,549,518	12,863,223
Deferred lease liability, less current portion	-	483,352	-
Lease liability - operating, less current portion	<u>1,463,150</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>31,561,265</u>	<u>50,084,307</u>	<u>15,140,932</u>
Stockholder's equity			
Common stock	50	50	50
Additional paid-in capital	79,119,638	74,289,803	60,410,335
Accumulated other comprehensive income	69,861	281,488	-
Retained deficit	<u>(27,695,899)</u>	<u>(15,867,867)</u>	<u>(17,033,201)</u>
Total stockholder's equity	<u>51,493,650</u>	<u>58,703,474</u>	<u>43,377,184</u>
Total liabilities and stockholder's equity	<u>\$ 83,054,915</u>	<u>\$ 108,787,781</u>	<u>\$ 58,518,116</u>

The Notes to Financial Statements are an integral part of these statements.

UBIF Franchising Co
Statements of Operations and Comprehensive Income (Loss)
Years Ended December 31, 2021, 2020, and 2019

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Revenues			
Franchise fees	\$ 4,073,258	\$ 3,517,010	\$ 2,000,574
Royalty fees	30,896,543	24,952,042	16,639,294
Warranty fees	-	-	507,240
Other revenues, net	<u>18,594</u>	<u>37,011</u>	<u>264,715</u>
Total revenues	<u>34,988,395</u>	<u>28,506,063</u>	<u>19,411,823</u>
Cost of revenues			
Warranty claims	<u>-</u>	<u>1,808</u>	<u>738,290</u>
Selling, general, and administrative expenses	<u>59,386,163</u>	<u>26,922,591</u>	<u>30,527,000</u>
Operating income (loss)	(24,397,768)	1,581,664	(11,853,467)
Other expenses			
Interest expense	<u>-</u>	<u>-</u>	<u>11,902</u>
Income (loss) before income taxes	(24,397,768)	1,581,664	(11,865,369)
Income tax expense (benefit)	<u>(12,851,780)</u>	<u>416,330</u>	<u>(3,376,595)</u>
Net income (loss)	(11,545,988)	1,165,334	(8,488,774)
Other comprehensive income			
Foreign currency translation adjustments	<u>(211,627)</u>	<u>281,488</u>	<u>-</u>
Comprehensive income (loss)	<u>\$ (11,757,615)</u>	<u>\$ 1,446,822</u>	<u>\$ (8,488,774)</u>

The Notes to Financial Statements are an integral part of these statements.

UBIF Franchising Co
Statements of Changes in Stockholder's Equity
Years Ended December 31, 2021, 2020, and 2019

	<u>Common Stock</u>		<u>Additional</u>	<u>Accumulated</u>	<u>Retained</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Paid-in</u>	<u>Other</u>	<u>Earnings</u>	<u>Stockholder's</u>
			<u>Capital</u>	<u>Comprehensive</u>	<u>(Deficit)</u>	<u>Equity</u>
				<u>Income</u>		
Balances, as of January 1, 2019	5,000	\$ 50	\$ 59,950	\$ -	\$ 2,261,500	\$ 2,321,500
Distributions	-	-	-	-	(619,000)	(619,000)
Contributions	-	-	34,249,447	-	-	34,249,447
Deferred tax asset adjustment (see Note 2)	-	-	26,100,938	-	-	26,100,938
Net loss	-	-	-	-	(8,488,774)	(8,488,774)
Effects of the adoption of ASC 606	-	-	-	-	(10,186,927)	(10,186,927)
Balances, as of December 31, 2019	5,000	50	60,410,335	-	(17,033,201)	43,377,184
Contributions	-	-	12,940,501	-	-	12,940,501
Deferred tax asset adjustment (see Note 2)	-	-	(588,321)	-	-	(588,321)
Stock based compensation	-	-	1,527,288	-	-	1,527,288
Net income	-	-	-	-	1,165,334	1,165,334
Foreign currency translation adjustments	-	-	-	281,488	-	281,488
Balances, as of December 31, 2020	5,000	50	74,289,803	281,488	(15,867,867)	58,703,474
Stock based compensation	-	-	4,829,835	-	-	4,829,835
Net loss	-	-	-	-	(11,545,988)	(11,545,988)
Foreign currency translation adjustments	-	-	-	(211,627)	-	(211,627)
Effects of the adoption of ASC 842	-	-	-	-	(282,044)	(282,044)
Balances, as of December 31, 2021	<u>5,000</u>	<u>\$ 50</u>	<u>\$ 79,119,638</u>	<u>\$ 69,861</u>	<u>\$ (27,695,899)</u>	<u>\$ 51,493,650</u>

The Notes to Financial Statements are an integral part of these statements.

UBIF Franchising Co
Statements of Cash Flows
Years Ended December 31, 2021, 2020, and 2019

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Operating activities			
Net income (loss)	\$ (11,545,988)	\$ 1,165,334	\$ (8,488,774)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities			
Depreciation and amortization	2,258,011	1,785,399	949,770
Noncash lease income	(59,708)	-	-
Stock-based compensation	4,829,835	1,527,288	-
Deferred taxes	(3,478,378)	(410,596)	671,217
Change in operating assets			
Accounts receivable	327,209	373,889	(151,080)
Notes receivable	-	192,358	(73,078)
Related party notes receivable	-	-	821,161
Other current assets	239,160	4,037,177	(4,626,066)
Deposits and other assets	(37,992)	233,333	(617,106)
Change in operating liabilities			
Accounts payable and accrued expenses	(5,915,212)	5,687,627	(178,082)
Deferred lease liability	(568,691)	568,691	(29,057)
Contract liabilities	(205,261)	(453,051)	183,100
Net cash provided by (used in) operating activities	<u>(14,157,015)</u>	<u>14,707,449</u>	<u>(11,537,995)</u>
Investing activities			
Acquisition of property and equipment	-	(1,323,978)	(1,419,300)
Internally developed software	(2,991,866)	(1,993,624)	(1,151,483)
Due from affiliates, net	<u>4,712,337</u>	<u>(12,292,195)</u>	<u>(16,290,411)</u>
Net cash provided by (used in) investing activities	<u>1,720,471</u>	<u>(15,609,797)</u>	<u>(18,861,194)</u>
Financing activities			
Distributions	-	-	(9,000)
Contributions	-	12,940,501	34,249,447
Principal payments on long-term debt	<u>-</u>	<u>-</u>	<u>(363,644)</u>
Net cash provided by financing activities	<u>-</u>	<u>12,940,501</u>	<u>33,876,803</u>
Net change in cash	<u>(12,436,544)</u>	<u>12,038,153</u>	<u>3,477,614</u>
Effect of exchange rates on cash	<u>(211,627)</u>	<u>281,488</u>	<u>-</u>
Cash			
Beginning of year	<u>16,564,202</u>	<u>4,244,561</u>	<u>766,947</u>
End of year	<u>\$ 3,916,031</u>	<u>\$ 16,564,202</u>	<u>\$ 4,244,561</u>
Supplemental disclosures of cash flow information			
Cash paid for interest	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,902</u>
Cash paid for taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Supplemental disclosures of noncash investing and financing activities			
Related party notes receivable distributed to related parties	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 610,000</u>
Changes in the tax basis of assets and liabilities related to the acquisition the Company's parent recorded in additional paid-in capital (see Note 2)	<u>\$ -</u>	<u>\$ (588,321)</u>	<u>\$ 26,100,938</u>

The Notes to Financial Statements are an integral part of these statements.

UBIF Franchising Co
Notes to Financial Statements
December 31, 2021, 2020, and 2019

1. NATURE OF BUSINESS

Nature of Business

The Company sells franchise licenses for professional smartphone and other electronics repair stores modeled after uBreakiFix Co. The Company has 698, 611, and 551 franchise and Company/affiliate stores in operation as of December 31, 2021, 2020, and 2019, respectively.

UBIF Franchising Co (the "Company") is a wholly owned subsidiary of uBreakiFix Holdings Co ("Holdings") and has significant transactions with uBreakiFix Repair Parts Co and UBIF Corporate Stores Co, entities that are wholly owned subsidiaries of Holdings. Holdings is a wholly owned subsidiary of Asurion, LLC ("Asurion"), the Company's ultimate parent.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue Recognition

The Company's revenue primarily consist of franchise fees and royalties based on a percentage of gross sales. The Company's franchise agreements typically require an upfront franchise fee paid upon execution of the agreement with any remaining amount due upon opening of a store, a fee paid to renew the term of the franchise right, and fees paid in the event the franchise agreement is transferred. Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification ("ASC 606"), provides that revenues are to be recognized when control of promised goods or services are transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. The Company's ability to collect revenue is affected by a variety of factors, including general economic conditions and each individual franchisee's financial capability. The standard does not change the recognition of royalties from stores operated by franchisees.

Under legacy GAAP the Company recognized franchise fee revenue once a signed franchise agreement was obtained and all services required of the Company have been provided to the franchisee. Upon adoption of ASC 606, the services provided in exchange for the upfront fees are highly interrelated with the franchise right and are not individually distinct from the ongoing services provided to the franchisees. As a result, upon the adoption of ASC 606, upfront franchise fees are recognized as revenue as the Company satisfies the performance obligation over the franchise term, which is generally 10 years. Amounts received for stores that have not opened are considered customer deposits and revenue will begin being recognized over the franchise term once they open. The services provided for the franchise fee generally include assistance in site selection, guidance regarding inventory purchasing, store setup consulting, and employee training. Included in franchise fee revenue is revenue from training, which is separately stated from the franchise fee in the agreement and recognized once the training is performed. Contract liabilities represent franchise and training fees received but not earned. The Company also sells franchises under Area Development Agreements, whereby franchisees pay initial franchise and training fees, as well as franchise fees for subsequent stores within a defined geographic area. The Company agrees to provide exclusive rights under Area Development Agreements for franchisee development within that defined geographic area. The Company typically receives the franchise fee in advance, but in certain instances accepts a note receivable in lieu of receiving the fee in advance. The notes are generally short-term in nature and are not considered significant financed receivables. Franchise fees are non-refundable; however, the Company may elect to occasionally refund portions of the fees received in advance when contracts are terminated.

The Company also derives revenue from royalty fees and technology and customer support fees on a monthly basis, calculated as 7% and 1%, respectively, of the franchisee's gross revenue as determined by the franchise sales in accordance with the franchise agreement. Those revenues are recognized at a point in time when the franchisee records sales. As a practical expedient, this is done monthly. Payment on royalty fees and technology support fees are billed monthly and due upon the invoice date.

UBIF Franchising Co
Notes to Financial Statements
December 31, 2021, 2020, and 2019

The franchise agreements allow the Company to require franchisees to pay up to 2% of gross revenue into an advertising fund, if established by the Company. The Company also has the right to establish a fee for cooperative advertising by region, which would be in addition to the advertising fund, if established. As of December 31, 2021, neither the advertising fund nor any cooperative advertising has been charged to the franchisees.

The Company sold extended warranties on glass screen repairs that covered replacement up to one year from the date of repair through March 2019. The Company recognized revenue from warranty sales ratably over the term of the warranty.

Incremental contract costs, which include sales commissions, are required to be capitalized and amortized over the period these costs are expected to be recovered. Commissions are recognized over the expected period of benefit, which is generally ten years, and recognized in the statements of operations and comprehensive income (loss) through selling, general and administrative expenses.

Revenue from performance obligations satisfied over time include franchise fees and warranty fees. Revenue from performance obligations satisfied at a point in time include royalty fees and other revenues (which are not considered significant). The following table disaggregates the Company's revenue based on the timing of satisfaction of performance obligations for the years ended December 31, 2021, 2020, and 2019:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Performance obligations satisfied over time	\$ 4,073,258	\$ 3,517,010	\$ 2,507,814
Performance obligations satisfied at a point in time	<u>30,915,137</u>	<u>24,989,053</u>	<u>16,904,009</u>
	<u>\$ 34,988,395</u>	<u>\$ 28,506,063</u>	<u>\$ 19,411,823</u>

Receivables

Accounts receivable represent royalty, franchise fees, and warranty sales earned by the Company but not collected. Accounts receivable are recorded at net realizable value. The Company performs credit evaluations of its customers to determine collectability of receivables. As of December 31, 2021, 2020, and 2019, management has determined that no allowance for uncollectable accounts is required.

Notes Receivable

The Company records notes receivable at their net present value. Notes receivable are accepted from franchisees from time to time based on transitory needs and generally contain payment terms that require repayment within 12 months. However, some notes contain longer terms. Interest on the notes receivable is charged at prevailing rates at the inception of each note. The Company evaluates the collectability of the notes receivable from franchisees and will record an estimate in the event they determine collectability is in doubt. The Company did not record an allowance against these notes receivable as they have determined collectability is probable. Interest on these notes is included in other revenue in the accompanying statements of operations and comprehensive income (loss).

UBIF Franchising Co
Notes to Financial Statements
December 31, 2021, 2020, and 2019

Property and Equipment

Property and equipment is stated at historical cost less accumulated depreciation. Repairs and maintenance expenditures that do not extend the useful lives of the property and equipment are expensed when incurred. Depreciation is recorded using the straight-line method of accounting over the estimated useful lives of the assets or in the case of leasehold improvements, the shorter of the lease term or the estimated useful life of the asset as follows:

<u>Description</u>	<u>Estimated Life (Years)</u>
Furniture, equipment, and vehicles	5
Leasehold improvements	4
Buildings and improvements	5

Internally Developed Software

The Company capitalizes costs associated with internally developed software to be used internally and for use by franchisees without sale of the software itself in accordance with Accounting Standards Codification ("ASC") 350-40, *Internal Use Software*. In accordance with ASC 350-40, capitalization of developed software products begins after the preliminary project stage, during the application development stage and ceases during the post implementation stage. Testing of software developed for internal use is not capitalized. Amortization of the capitalized costs begins once the software is placed in service. Amortization of purchased and developed software costs is computed using the straight-line method of accounting over the product's estimated useful life, which is estimated at two years. Research and development costs relating principally to the design and development of software during the preliminary project stage are expensed as incurred. The cost of developing routine enhancements is expensed as incurred because the enhancements do not add significant life to the product. Amortization of capitalized software costs totaled \$1,529,728, \$1,116,456, and \$728,460 for the years ended December 31, 2021, 2020, and 2019, respectively.

Accounting for Impairment of Long-Lived Assets

Long-lived assets are evaluated for impairment whenever events or changes in circumstances have indicated that an asset may not be recoverable and are grouped with other assets to the lowest level for which identifiable cash flows are largely independent of the cash flows of other groups of assets and liabilities. If the sum of the projected undiscounted cash flows (excluding interest charges) is less than the carrying value of the assets, the assets will be written down to the estimated fair value and such loss is recognized in income (loss) from continuing operations in the period in which the determination is made. Management determined no impairment of long-lived assets existed as of December 31, 2021, 2020, or 2019.

Contract Liabilities

Contract liabilities consist of deferred franchise fees, area development fees, and customer deposits. The Company recognizes revenue from franchisees as the related performance obligations are satisfied. A contract liability is recorded when the Company receives a payment in advance of the satisfaction of its performance obligations. Contract liabilities that are expected to be recognized as revenues during the succeeding twelve-month period are recorded in current liabilities as contract liabilities, current portion, and the remaining portion is recorded in long-term liabilities as contract liabilities, net of current portion.

Leases

Beginning 2021, the Company categorizes leases with contractual terms longer than twelve months as either operating or finance. Finance leases are generally those leases that allow the Company to substantially utilize or pay for the entire asset over its estimated life. All other leases are categorized as operating leases. Leases with contractual terms of twelve months or less are not recorded on the balance sheet. The Company had no finance leases during 2021.

UBIF Franchising Co
Notes to Financial Statements
December 31, 2021, 2020, and 2019

Certain lease contracts include obligations to pay for other services, such as operations, property taxes, and maintenance. For all leases, the Company has elected to not separate nonlease components from the associated lease component and, instead, account for these components as a single component if the nonlease component otherwise would be accounted for under ASC 606.

Lease liabilities are recognized at the present value of the fixed lease payments, reduced by landlord incentives, using a discount rate based on similarly secured borrowings available to the Company. Right of use assets are recognized based on the initial present value of the fixed lease payments, reduced by landlord incentives, plus any direct costs from executing the leases. Lease assets are tested for impairment in the same manner as long-lived assets used in operations.

Options to extend lease terms, terminate leases before the contractual expiration date, or purchase the leased assets, are evaluated for their likelihood of exercise. If it is reasonably certain that the option will be exercised, the option is considered in determining the classification and measurement of the lease.

Costs associated with operating lease assets are recognized on a straight-line basis within operating expenses over the term of the lease.

For the years ended December 31, 2020 and 2019, the Company accounted for its office and retail space leases that include rent-free periods and escalating rents on a straight-line basis over the term of each lease. Rent expense was deferred and amortized over the term of the lease. Deferred lease liability was recorded based on the terms of each individual lease.

Translation of Foreign Currency

Transactions with foreign franchises are translated to the Company's reporting currency, the United States Dollar, in its statements of operations at average exchange rates for the period and assets and liabilities at the rate of exchange in effect at the end of the period. The related translation adjustments are reflected as accumulated other comprehensive income, which is a separate component in stockholder's equity.

Income Taxes

The Company recognizes income taxes under the liability method. Deferred tax assets and liabilities are determined based on differences between the financial statement carrying amounts and tax basis of existing assets and liabilities and operating losses and tax credit carryforwards, using expected tax rates for the year in which the differences are expected to reverse. The effect on deferred taxes of a change in tax rates is recognized in income in the period that includes the enactment date. The Company provides valuation allowances against deferred tax assets for which it believes it is more likely than not that such assets will not be realized.

The Company recognizes liabilities for uncertain income tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if, based on the weight of available evidence, it is more likely than not that the position will be sustained on examination. The second step requires the Company to estimate and measure the tax impact as the largest amount that is more than 50% likely of being realized upon ultimate settlement with a taxing authority. It is inherently difficult and subjective to estimate such amounts, as this may require the Company to determine the probability of various possible outcomes. The Company reevaluates these uncertain tax positions on a periodic basis. This evaluation is based on factors including, but not limited to, current year tax positions, expiration of statutes of limitations, litigation, legislative activity, or other changes in facts and circumstances. Such a change in recognition or measurement would result in the recognition of a tax benefit or an additional charge to the tax provision in that period. Management does not believe that the Company has any material uncertain tax positions at December 31, 2021.

UBIF Franchising Co
Notes to Financial Statements
December 31, 2021, 2020, and 2019

On August 23, 2019, Asurion acquired all of the outstanding stock of Holdings, for approximately \$115 million (the "Transaction"). Jointly with the uBreakiFix shareholders, Asurion made a Section 338(h)(10) election under the Internal Revenue Code of 1986, to realize certain income tax benefits in future periods. As a result of this election, the acquisition of the stock of Holdings is treated as if all of the assets had been acquired for income tax purposes. Under the provisions of ASC 740, the tax effect of changes in the tax basis of the assets and liabilities resulting from this transaction are recorded in stockholder's equity. During 2019, the Company recorded an addition of approximately \$26.1 million to additional paid in capital as a result of this transaction and during 2020 there was an adjustment to the estimate of deferred taxes and a reduction of \$588,321 to additional paid in capital for this transaction. During 2021, the Company accelerated payment of a portion of the minimum deferred payment amount, resulting in an additional \$12.5 million of tax basis of assets and liabilities. As this current year activity occurred outside the remeasurement period, all 2021 adjustments resulted in a reduction of deferred tax expense.

Prior to the Transaction, the Company was a qualified subchapter S subsidiary of Holdings. Under the Subchapter S provisions of the Internal Revenue Code, the Company did not pay federal or state corporate income taxes on its taxable income. Instead, the stockholders were taxed on the Company's taxable income or deducted the Company's losses on their individual tax returns. As a result of the section 338(h)(10) election, the Company remained a qualified subchapter S subsidiary through the close of the Transaction date. After the Transaction, the Company is a C Corporation and will join in filing a consolidated Federal income tax return with Asurion as the common parent.

In the event interest and penalties were due relating to an unsustainable tax position, they would be treated as a component of income tax expense.

Advertising

The Company invests in ongoing search engine optimization and local market development to promote the brand and increase traffic in the retail stores as well as promote its franchise licenses to potential investors. These advertising costs are expensed as incurred. Advertising expenses totaled \$20,104,223, \$1,748,459, and \$1,958,456 during the years ended December 31, 2021, 2020, and 2019, respectively, and is included in selling, general, and administrative expenses in the accompanying statements of operations and comprehensive income (loss).

Selling, General, and Administrative Expenses

Expenses related to the 2019 Transaction are included in the selling, general, and administrative expenses on the statements of operations and comprehensive income (loss).

Stock Compensation

The Company recognizes stock compensation expense based on stock option awards in Asurion stock granted and valued by Asurion to employees of the Company through additional paid-in capital.

Warranty Costs

The costs of repairs are recorded at the time of sale based on estimated future costs. Management estimates the future costs based on historical trends. At December 31, 2021, 2020, and 2019, the Company has recorded a liability of \$0, \$0, and \$10,000, respectively, as the estimated loss from the warranty program. Total warranty expense for the years ended December 31, 2021, 2020, and 2019 was \$0, \$1,808, and \$738,290, respectively, and is included in cost of revenues.

UBIF Franchising Co
Notes to Financial Statements
December 31, 2021, 2020, and 2019

Recently Adopted Accounting Standards

In February 2016, the Financial Accounting Standards Board issued an Accounting Standards Update (“ASU”) amending the accounting for leases, ASU 2016-02, Topic 842 – Leases (“ASC 842”). The Company early adopted the new standard effective January 1, 2021, using the modified retrospective approach and therefore did not restate comparative periods. The implementation of this standard did not have a material impact to statements of income and comprehensive income (loss) or cash flows.

Upon adoption, the Company elected the package of practical expedients permitted under the transition guidance, which allowed the carryforward of 1) historical lease classifications, 2) the prior assessment of whether a contract is or contains a lease, 3) the prior assessment of initial direct costs, and 4) to not separate lease and non-lease components for any leases that existed prior to adoption. The Company also elected the practical expedient to not recognize lease assets and liabilities for leases with an original term of less than one year.

Upon adoption, the Company recognized \$2,392,935 in right-of-use (“ROU”) assets related to its leased properties. Corresponding lease liabilities of \$2,674,979 were also recognized. The cumulative effect of applying the new standard was \$282,044 and retained earnings (deficit) was adjusted upon adoption.

Use of Estimates

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

Risks and Uncertainties

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (“COVID-19”) as a pandemic, resulting in federal, state and local governments mandating various restrictions, including travel restrictions, restrictions on public gatherings, and stay at home orders. The Company’s results of operations for the years ended December 31, 2021 and 2020 include the impacts related to COVID-19. The spread of COVID-19 has caused significant volatility in the U.S. and international markets. There continues to be uncertainty around the breadth and duration of business disruptions related to COVID-19, as well as its impact on the U.S. and international economies and, as such, the Company is unable to determine the length of time COVID-19 will continue to have an impact to its operating results.

Subsequent Events

Management has evaluated subsequent events through April 30, 2022, which is the date the financial statements were available to be issued. Based on this evaluation, no events have occurred that, in the opinion of management, require disclosure in or adjustment to the accompanying financial statements.

3. COMMON STOCK

The Company has 10,000 authorized shares of \$.01 par value common stock available, of which 5,000 are issued and outstanding as of December 31, 2021, 2020, and 2019.

4. RELATED PARTY TRANSACTIONS

Notes Receivable, Related Party

During 2019, \$1,431,161 of notes receivable were satisfied in full with proceeds of \$821,161 and a distribution to the various related parties of \$610,000.

UBIF Franchising Co
Notes to Financial Statements
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Advances

At December 31, 2021, 2020, and 2019, the Company has amounts due from entities affiliated through common ownership included in due from affiliates, as follows:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Due from uBreakiFix Repair Parts Co	\$ 4,717,268	\$ 41,412,131	\$ 16,622,631
Due from UBIF Corporate Stores Co	3,159,839	1,685,967	1,505,160
Due from UBIF FL	-	27,317	27,317
Due from UBIF 16	-	17,245	26,783
Due from Asurion Services, LLC	7,236,247	929,189	-
Due from Asurion, LLC	4,995,060	5,079,394	-
Due from Asurion UBIF Franchising LLC	19,249,895	9,714,084	-
Due from Asurion Canada Inc	1,382,246	728,307	-
Due from Asurion UBIF Canada	31,154	20,560	-
Due from Asurion Warranty Services	69,835	-	-
Due from Wireless Customer Solutions	138,373	-	-
	<u>\$ 40,979,917</u>	<u>\$ 59,614,194</u>	<u>\$ 18,181,891</u>

At December 31, 2021, 2020, and 2019, the Company has amounts due to entities affiliated through common ownership included in due to affiliates, as follows:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Due to Asurion Insurance Services, Inc.	\$ 14,570,354	\$ 28,708,800	\$ -
Due to Warranty Logistics Inc.	646,494	431,041	-
Due to other entities	1,320	267	-
	<u>\$ 15,218,168</u>	<u>\$ 29,140,108</u>	<u>\$ -</u>

In addition, at December 31, 2019, the Company has amounts due to affiliates through common ownership of approximately \$485,000, included in accounts payable and accrued expenses.

Advances due from uBreakiFix Repair Parts Co represent amounts advanced by the Company to acquire original equipment manufacturer parts for consignment at the stores.

All advances consist of informal noninterest bearing advances which are in the nature of trade receivables and payables, due on demand.

Franchise Stores Revenue

During the years ended December 31, 2021, 2020, and 2019, the Company recorded revenue of \$11,878,696, \$2,009,317, and \$599,202, respectively, from entities affiliated through common ownership.

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Notes to Financial Statements
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5. PROPERTY AND EQUIPMENT

Property and equipment consist of the following as of December 31, 2021, 2020, and 2019:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Furniture, equipment, and vehicles	\$ 845,635	\$ 845,635	\$ 787,095
Leasehold improvements	2,862,650	2,862,650	1,597,212
Buildings and improvements	<u>47,693</u>	<u>47,693</u>	<u>47,693</u>
	3,755,978	3,755,978	2,432,000
Less: Accumulated depreciation	<u>(2,194,221)</u>	<u>(1,500,688)</u>	<u>(860,703)</u>
	<u>\$ 1,561,757</u>	<u>\$ 2,255,290</u>	<u>\$ 1,571,297</u>

Depreciation expense amounted to \$693,533, \$639,985, and \$221,310 for the years ended December 31, 2021, 2020, and 2019, respectively.

6. CONTRACT LIABILITIES

Contract liabilities consist of amounts received for executed franchise agreements to be recognized over the remaining terms. Contract liabilities at December 31, 2021, 2020, and 2019 consists of the following:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Customer deposits	\$ 5,399,500	\$ 6,932,000	\$ 6,047,597
Deferred revenue	<u>7,913,453</u>	<u>6,586,214</u>	<u>7,923,668</u>
	13,312,953	13,518,214	13,971,265
Less: Current portion	<u>(1,127,369)</u>	<u>(968,696)</u>	<u>(1,108,042)</u>
Contract liabilities, net of current portion	<u>\$ 12,185,584</u>	<u>\$ 12,549,518</u>	<u>\$ 12,863,223</u>

7. INCOME TAX EXPENSE (BENEFIT)

Income tax expense (benefit) for the years ended December 31, 2021, 2020, and 2019, consists of the following:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Current			
Federal	\$ (7,943,143)	\$ 716,228	\$ (3,460,782)
State	<u>(1,430,259)</u>	<u>110,698</u>	<u>(587,030)</u>
	<u>(9,373,402)</u>	<u>826,926</u>	<u>(4,047,812)</u>
Deferred			
Federal	(2,469,174)	(346,114)	697,152
State	<u>(1,009,204)</u>	<u>(64,482)</u>	<u>(25,935)</u>
	<u>(3,478,378)</u>	<u>(410,596)</u>	<u>671,217</u>
	<u>\$ (12,851,780)</u>	<u>\$ 416,330</u>	<u>\$ (3,376,595)</u>

In 2021, the Company had an income tax benefit due to the net operating loss. This loss was utilized by the parent company and therefore no deferred tax asset is recognized for the operating loss.

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Notes to Financial Statements
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Deferred income taxes arise because of differences in the book and tax basis of certain assets and liabilities. Significant components of deferred income tax assets and liabilities consist of the following at December 31:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Deferred tax assets			
Accruals, reserves, and employee benefits	\$ 2,284,429	\$ 1,365,770	\$ -
Depreciation and amortization, net	23,792,443	21,095,649	22,612,785
Deferred revenue	2,760,973	2,861,273	2,899,532
NOLs and credits	<u>-</u>	<u>19,445</u>	<u>-</u>
	28,837,845	25,342,137	25,512,317
Deferred tax liabilities			
Prepays	<u>(107,471)</u>	<u>(90,141)</u>	<u>(82,596)</u>
Deferred tax assets, net	<u>\$ 28,730,374</u>	<u>\$ 25,251,996</u>	<u>\$ 25,429,721</u>

The Company's effective tax rate for the years ended December 31, 2021, 2020, and 2019, respectively, differed from the federal statutory tax rate primarily due to the effect of state income taxes and certain expenses not deductible for tax purposes. For the year ended December 31, 2021, the effective tax rate was also impacted due to the accelerated payment of the minimum deferred payment, resulting in additional tax basis in assets. The Company has no unrecognized tax benefits related to uncertain positions and therefore no liability related to uncertain tax positions was recorded at December 31, 2021, 2020 or 2019.

8. OPERATING LEASES

During the year ended December 31, 2019 the Company entered into leases for office space that contain rent escalations and expire through 2025. The lease agreements for office space contained provisions for free rent period and during the year ended December 31, 2020 the property owner paid the Company \$554,335 to settle the free rent period, which was recorded as a deferred lease liability, and is amortized against rent expense for the duration of the leases. In addition, the Company was paid an improvement allowance of \$197,710 on a prior lease against buildout costs incurred. During the years ended December 31, 2020, and 2019, \$58,760, and \$29,057, respectively, was recorded as an offset to rent expense in the accompanying statements of operations and comprehensive income (loss) related to this improvement allowance.

Rent expense before lease improvement allowance offset and amortization of free rent (see above) for the years ended December 31, 2020, and 2019, was \$771,306, and \$683,212, respectively, and is included in selling, general and administrative expenses in the accompanying statements of operations and comprehensive income (loss).

The Company early adopted ASC 842 (see Note 2), therefore at December 31, 2021 the operating lease liabilities for these office space leases totaled \$2,088,062, and the right to use assets totaled \$1,865,726, which are included in the balance sheets.

Variable lease expense includes expenses such as common area maintenance, taxes, utilities, and repairs and maintenance, and totaled \$60,757 for the year ended December 31, 2021.

UBIF Franchising Co
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The following summarizes quantitative information about the Company's operating leases for the year ended December 31, 2021:

Operating leases	
Operating lease cost	\$ 625,640
Operating cash flows from operating leases	\$ 685,348
Weighted average discount rate - operating leases	4.14%
Weighted average remaining term - operating leases	3.21 Years

Future maturities of lease liabilities required under these lease agreements are as follows:

2022	\$ 699,095
2023	713,088
2024	727,185
2025	<u>92,114</u>
	2,231,482
Less: Present value discount	<u>(143,420)</u>
	<u>\$ 2,088,062</u>

9. COMMITMENTS AND CONTINGENCIES

Concentrations of Business and Credit Risk

Financial instruments that potentially subject the Company to concentrations of risk consist principally of cash and unsecured accounts receivable.

The Company maintains its cash balances in various financial institutions. At times during 2021 the Company maintained cash balances in excess of federally insured balances. Management evaluates the financial stability of its depositories and has not had historical collection issues with the institutions. The credit and collection history of the Company are such that the likelihood of significant losses from unsecured accounts receivable are remote.

Franchisee Credit Facility

During the year ended December 31, 2020 the Company entered into a \$10,000,000 credit facility and security agreement with a financing institution that provides loans to certain franchisees of the Company. The total credit facility balance is limited to an amount equal to sixty-five percent of the cash balance in the collateral bank. Each franchisee loan shall accrue interest at a fixed interest rate of 7.5% per annum with 1% remitted to the Franchisor. At December 31, 2021 and 2020 no loans had been made utilizing the credit facility.

Litigation

During the course of its operations, the Company may be subject to various claims or legal actions which may require litigation. Management reviews the circumstances of such contingencies and acts accordingly. At December 31, 2020, the Company had a demand for arbitration from a franchisee seeking \$9,999,999 which was dismissed at arbitration held in January 2022. Therefore, no adjustments have been made to these financial statements.

UBIF Franchising Co
Notes to Financial Statements
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Guarantee

The Company is, together with certain other subsidiaries of Asurion, a guarantor of the outstanding debt obligations of Asurion. Additionally, substantially all of the Company's assets are pledged as collateral for Asurion's credit facilities. As of December 31, 2021, the outstanding balance of Asurion's debt obligations, under which the Company is a guarantor, was approximately \$13.4 billion.

Exhibit H

State Administrators and Agents for Service of Process

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce

State	State Agency	Agent for Service of Process
NEW YORK	NYS Department of Law, Investor Protection Bureau, 28 Liberty St. 21st Floor, New York, NY 10005 212-416-8222	Attn: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6 th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, 5 th Floor Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	Director of the Division of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033	Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

Exhibit I

Table of Contents of Franchise Operations Manuals as of December 31, 2021

Franchise Operations Manuals

Web Pages

Section 1: Introduction

8 Pages

- 1.1: Welcome
- 1.2: About the Franchise Manual
- 1.3: Confidential Disclosure Agreements
- 1.4: Letter from the Franchising Company President
- 1.5: Our Story o by Co-Founder Justin Wetherill
- 1.6: Our Manifesto – by Co-Founder David Reiff
- 1.7: The Franchising Management Team
- 1.8: Legal Advisory and Franchisor Management Team

Section 2: Opening a Location

11 Pages

- 2.1: New Store Task List
- 2.2: Business Licenses, FEIN and Banking
- 2.3: Retail Location Leasing
- 2.4: Securing Insurance and Requirements
- 2.5: Permits for Use
- 2.6: Setting up Utilities
- 2.7: Employee Interviews
- 2.8: Construction & Build Out
- 2.9: Initial Signage & Advertising
- 2.10: Store Setup
- 2.11: Initial Marketing

Section 3: Training

5 Pages

- 3.1: Training Introduction
- 3.2: In-Classroom Training
- 3.3: In-Store Training
- 3.4: Onsite Training
- 3.5: Ongoing Training and Support

Section 4: Staffing and Human Resources

9 Pages

- 4.1: Introduction to Hiring
- 4.2: Fair Hiring Practices
- 4.3: In-Store Positions and Descriptions
- 4.4: Finding Well-Qualified Candidates
- 4.5: Phone Interviews
- 4.6: Face-to-Face Interviews
- 4.7: Offer Letters
- 4.8: Employee Recordkeeping and New Hire Documents
- 4.9: Coaching, Corrective Action, and Termination

Section 5: Store Operations and Standards

8 Pages

- 5.1: Customer Experience Standards
- 5.2: Logo and Artwork Standards
- 5.3: Store Policies and Operational Standards
- 5.4: Daily Operations
- 5.5: Weekly Operations
- 5.6: Monthly Duties
- 5.7: Nest Cam Secret Shopper Program (U.S.)
- 5.8: Nest Cam Secret Shopper Program (Canada)

Section 6: Customer Interactions and Repair Workflow

8 Pages

- 6.1: Our Customer Promises
- 6.2: First Contact- The Initial Phone Call
- 6.3: Initial In Store Visit
- 6.4: Warranty Interaction
- 6.5: Liquid Damage Check In
- 6.6: The Repair
- 6.7: Common Repair Issues
- 6.8: Final Visit Check Out

Section 7: Administration and Reports**5 pages**

7.1: Our Portal Reports

7.2: Bills and Banking

7.3: Record Keeping

7.4: Accounting Services

7.5: Franchise Reports, Fees and Audits

Section 8: Marketing**5 Pages**

8.1: Online Marketing

8.2: Grassroots and Unconventional Marketing

8.3: Traditional Marketing

8.4: B2B Marketing

8.5: Vehicle Marketing

Total:*59 Pages**

*The Franchise Operations Manuals are web-based and do not have a table of contents, page numbers or standard document pages. The number of pages above refers to web-pages. A web-page is typically not the equivalent of a standard printed page and may be substantially shorter or longer than a standard printed page.

Exhibit J

Closing Franchisee Questionnaire

UBIF FRANCHISING CO

CLOSING FRANCHISEE QUESTIONNAIRE

The undersigned (“**Franchisee**”) desires to enter into a franchise agreement with UBIF FRANCHISING CO (“**Company**”). Company requires that Franchisee complete this questionnaire in order to enable Company to confirm that it and its employees and representatives have fully complied with all applicable franchise registration and disclosure laws.

1. Full name of Franchisee:

2. Franchisee Address:

3. Franchisee is: (Check applicable box)

☐ An individual

☐ A corporation

☐ A limited liability company

☐ A general partnership

☐ A limited partnership

4. If Franchisee is not an individual, indicate the capacity in which the individual signing this questionnaire on behalf of Franchisee is authorized to act on behalf of Franchisee: (Check applicable box)

☐ Officer (insert title):_____

☐ Manager: _____

☐ General Partner: _____

☐ Other (please explain):_____

5. Did Franchisee receive Company’s Franchise Disclosure Document? ☐ Yes ☐ No

6. Did Franchisee receive a copy of Company’s Franchise Disclosure Document (and all exhibits and attachments) at least fourteen (14) calendar days prior to signing the Franchise Agreement or making any payment to Company? ☐ Yes ☐ No. If “No”, please comment:

7. Did Franchisee give Company a signed receipt for the copy of the Franchise Disclosure Document? { } Yes { } No.

If "Yes", on what date? _____

8. Below, please indicate the contracts proposed to be executed by Franchisee in connection with execution of the Franchise Agreement (collectively referred to as the "**Agreements**"):

Agreement

{ } Franchise Agreement

{ } Personal Guaranty

{ } General Release

{ } _____

{ } _____

9. If any material changes to the Agreements were unilaterally made by us, did Franchisee receive a copy of the final form of each Agreement that Franchisee is signing at least seven (7) calendar days prior to the date on which each Agreement was executed? { } Yes { } No. If "No", please comment:

10. Did Franchisee carefully review and understand the Franchise Disclosure Document, the Franchise Agreement, and the other Agreements? { } Yes { } No. If "No", please explain:

11. Did Franchisee ask Company any questions concerning the Franchise Disclosure Document or Agreements that were not satisfactorily answered? { } Yes { } No

If "Yes", please explain:

12. Did Franchisee request a copy of Company's Franchise Disclosure Document before it was provided to Franchisee by Company? { } Yes { } No

If "Yes", did Company provide Franchisee a copy of Company's Franchise Disclosure Document within a reasonable amount of time? { } Yes { } No

If "No", please explain:

13. Has any employee, representative or other person speaking on behalf of Company made any statement or promise to Franchisee (or to the best of Franchisee's knowledge, information and belief, to any person or entity on Franchisee's behalf) concerning:

- A. The actual or possible revenue, profits or operating costs of an ASURION TECH REPAIR & SOLUTIONS store that is contrary to, or different from, the information contained in the Franchise Disclosure Document? { } Yes { } No
- B. The amount of money Franchisee may earn in operating an ASURION TECH REPAIR & SOLUTIONS store, that is contrary to, or different from, the information contained in the Franchise Disclosure Document? { } Yes { } No
- C. The total amount of revenue an ASURION TECH REPAIR & SOLUTIONS store will or may generate, that is contrary to, or different from, the information contained in the Franchise Disclosure Document? { } Yes { } No
- D. The costs Franchisee may incur in operating an ASURION TECH REPAIR & SOLUTIONS store, that is contrary to, or different from, the information contained in the Franchise Disclosure Document? { } Yes { } No
- E. The likelihood of success that Franchisee should or might expect to achieve from operating an ASURION TECH REPAIR & SOLUTIONS store? { } Yes { } No

14. If the answer to any part of question 13 is "Yes", who made the statement or representation, when, and where? Please provide full details in the following space (attach additional pages if necessary).

15. Has any employee, representative or other person speaking on behalf of Company made any statement, agreement or promise to Franchisee (or, to the best of Franchisee's knowledge, information and belief, to any person or entity on Franchisee's behalf) concerning the advertising, marketing, training, support, service or assistance that Company will furnish to Franchisee that is contrary to, or different from, the information contained in the Franchise Disclosure Document? { } Yes { } No

16. Prior to today, has Franchisee entered into any binding agreement with Company concerning Franchisee's investment in the ASURION TECH REPAIR & SOLUTIONS franchise? { } Yes { } No
17. Prior to today, has Franchisee paid any money to Company relating to Franchisee's investment in the ASURION TECH REPAIR & SOLUTIONS franchise? { } Yes { } No
18. If Franchisee answered "Yes" to any of questions 15-17, provide a full explanation of each "Yes" answer in the following space (attach additional pages if necessary).
- _____
- _____
- _____
- _____
19. Does Franchisee understand that the territorial rights granted by the Franchise Agreement are subject to limitations and exceptions? { } Yes { } No
20. Does Franchisee understand that Company and its affiliates may conduct, own, and operate, and license others to conduct, own and operate ASURION TECH REPAIR & SOLUTIONS stores outside of Franchisee's Protected Area? { } Yes { } No
21. Does Franchisee understand that Company and its affiliates may conduct, own and operate, and license others to conduct, own and operate businesses that offer services similar to the services Franchisee will provide under names other than ASURION TECH REPAIR & SOLUTIONS inside or outside of Franchisee's Protected Area? { } Yes { } No
22. Does Franchisee understand that Company and its affiliates and other franchisees may advertise within and pass through Franchisee's Protected Area? { } Yes { } No
23. Does Franchisee understand that Company and its affiliates may manufacture, produce, licenses, distribute and/or market products and equipment through any outlet (whether within or outside of Franchisee's Territory) and through any distribution channel? { } Yes { } No
24. Does Franchisee understand that Company and its affiliates and others may operate stores identified by ASURION TECH REPAIR & SOLUTIONS (or other Marks) which offer and sell products and services through other channels of distribution, including at or through physical locations, including home improvement stores, garden centers, trade shows, department stores, specialty stores, and kiosks, even though these stores may compete with Franchisee? { } Yes { } No
25. Does Franchisee understand that the Agreements contains the entire agreement between Franchisee and Company concerning the franchise rights for the ASURION TECH REPAIR & SOLUTIONS franchise, meaning that any prior or written statements not set out in the Agreements will not be binding (except that Company may not disclaim statements made in its Franchise Disclosure Document)? { } Yes { } No

26. If Franchisee answered “No” to any of questions 19-25, provide a full explanation of each “No” answer in the following space (attach additional pages if necessary).

27. Did Franchisee contact other franchisees of Company to discuss Franchisee’s possible execution of the franchise agreement? { } Yes { } No

28. If the answer to question 27 was “Yes”, please identify such franchisee(s) (attach additional pages if necessary):

Franchisee understands that Company is acting in reliance on the truthfulness and completeness of Franchisee’s responses to the questions above in entering into the Franchise Agreement with Franchisee.

FRANCHISEE ACKNOWLEDGES AND AGREES THAT IN THE EVENT THAT ANY DISPUTE ARISES, THIS QUESTIONNAIRE SHALL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION OR ARBITRATION PROCEEDING, AND FRANCHISEE HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO SUCH ADMISSION OF THIS QUESTIONNAIRE. HOWEVER, NOTHING IN THIS DOCUMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS COMPANY MADE IN THE FRANCHISE DISCLOSURE DOCUMENT THAT WAS FURNISHED TO YOU.

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.

FRANCHISEE

DATED: _____

(Print name)

Individually and on behalf of:

Exhibit K

Template National Account Participation Agreement

ASURION TECH REPAIR & SOLUTIONS

NATIONAL ACCOUNT PARTICIPATION AGREEMENT

THIS NATIONAL ACCOUNT PARTICIPATION AGREEMENT ("Agreement") is made this ____ day of _____, 20__ (the "Effective Date") by and between UBIF Franchising Co ("Company"), and _____ ("Franchisee"), with reference to the following facts.

A. Company and Franchisee are parties to one or more Franchise Agreements (each a "Franchise Agreement"), pursuant to which Franchisee operates one or more ASURION TECH REPAIR & SOLUTIONS Store(s) and as applicable, one or more accompanying Mobile Unit(s) (each a "Store" or "Mobile Unit"). Company and Franchisee agree that the Franchise Agreement(s) and all of its/their terms are incorporated by reference as if they are set forth herein. Capitalized terms used herein shall have the meanings given such terms in the Franchise Agreement(s) unless otherwise expressly defined herein.

B. Pursuant to Sections 2.3 and 2.4 of the Franchise Agreement(s), Company reserves the exclusive right to solicit, enter into, and administer national and/or regional contracts with National Accounts, and to establish Standards governing the marketing, solicitation, sale and provision of services by franchisees to National Accounts.

C. Company has entered into an agreement with _____ ("National Account"), dated on or about _____, as may be further amended in the future through amendments and/or additional Statements of Work (the "**National Account Agreement**"), and Franchisee desires to provide services to National Account customers on Company's behalf, at Franchisee's authorized Location(s) within Franchisee's Territory(ies) (as defined in the Franchise Agreements) on the terms and conditions set forth in this Agreement, and Company is willing to grant Franchisee such right under the terms and conditions of this Agreement. Franchisee also acknowledges receipt of the Material Terms (as defined below) of the National Account Agreement, as modified by Company and attached hereto as Attachment 1.

NOW, THEREFORE, the parties agree as follows:

1. Franchisee Agreement to Participate.

1.1 Franchisee agrees during the Term of this Agreement to participate in this National Account program and to provide those certain repair services and other goods and services from Franchisee's authorized ASURION TECH REPAIR & SOLUTIONS Location(s) or other locations as specified in this Agreement, as required by the National Account Agreement and as delegated to Franchisee by Company and National Account (the "Services") to certain _____ electronics devices and other goods and services in strict accordance and conformity with (a) the terms and conditions of the National Account Agreement, as may be amended in the future through amendment and/or additional Statements of Work, and (b) Company's Standards.

1.2 Franchisee also understands and acknowledges that National Account reserves the right to terminate the National Account Agreement in the event of any breach of its terms, whether by Company or any franchisee or as otherwise permitted in such agreement. Accordingly, the rights granted to the Franchisee under this Agreement are non-exclusive and Company expressly reserves, in addition to the rights reserved in the Franchise Agreement(s), the exclusive, unrestricted right, in its discretion, to perform or assign and delegate the performance of some or all of the Services contemplated hereunder, including within the Territory(ies), to itself, and to its Affiliates, representatives, franchisees, licensees, assigns, agents and or any other Person, temporarily or permanently, in its discretion and without compensation to Franchisee. Without limiting the

generality of the foregoing, if Company at any time feels insecure about Franchisee's ability to continuously, fully and faithfully perform the Services hereunder, or if Franchisee fails to comply with the terms of this Agreement, or otherwise fails to meet all Standards, Company may offer the arrangement with the National Account to another franchisee or retain the same for Company's or its Affiliate's account, regardless where the customer may be located, including within Franchisee's Territory.

2. Term. The term of this Agreement ("**Term**") shall commence on the Effective Date (subject to Section 3) and shall continue on a month to month basis, subject to termination by Company on fifteen (15) days' prior written notice to Franchisee, with or without cause, and for any reason in its sole discretion, or until terminated for cause pursuant Section 8 below.

3. Conditions Precedent. Franchisee acknowledges that this Agreement and Franchisee's right to provide services to National Account's customers at any Store or Mobile Unit pursuant to this Agreement, is subject to the following conditions precedent which must be satisfied if at all within thirty (30) days following the Effective Date, and if all of such conditions have not been satisfied by such date, then this Agreement shall be deemed null and void and of no force or effect:

a) Franchisee shall have fully performed, in all material respects, all of its obligations under the Franchise Agreement(s), the Manuals and all other agreements then in effect between Franchisee (or its Affiliates) and Company (or its Affiliates);

b) Franchisee, and Franchisee's employees, as applicable, shall comply with Company's then-current qualification, training and certification requirements at Franchisee's expense; and

c) Franchisee shall at its expense acquire such equipment, and take and complete such other tasks, reasonably requested by Company to facilitate the provision of Services in accordance with this Agreement.

4. Agreement to Comply with Terms of National Account Agreement. Franchisee agrees to adhere to the material terms of the National Account Agreement, and any future amendments and/or additional Statements of Work, as if Franchisee is a contracting party with Company. Franchisee also agrees to adhere to and be bound by any and all future amendments and/or additional Statements of Work to the National Account Agreement, with written notice and without the need to execute a subsequent Agreement. The current essential terms, conditions, and provisions of National Account Agreement, as modified by Company, where appropriate, are attached hereto respectively as Attachment 1 and incorporated herein by this reference, and are subject to further modification by Company upon notice to Franchisee ("**Material Terms**").

4.1 Franchisee shall be responsible for (i) any acts or omissions of Franchisee or its employees; (ii) any breach by Franchisee or its employees of any of the Material Terms; and (iii) any present or future financial obligations of Franchisee.

4.2 Franchisee shall at all times, at its own expense, comply with all of the Material Terms. The Material Terms, include, but are not limited to:

- a) _____
- b) _____
- c) _____

4.3 The requirements of the Franchise Agreement(s) shall also apply to Franchisee's performance hereunder, except to the extent otherwise expressly stated herein to the contrary.

4.4 In addition to the foregoing Material Terms, Franchisee agrees:

- a) _____
- b) _____.

5. Performance of National Account Agreement Obligations.

5.1 Obligations. If any of the Material Terms require Company to perform any act, all of these terms and conditions are incorporated into and made a part of this Agreement. Franchisee will perform all these obligations on Company's behalf. If there is a conflict between the Material Terms and this Agreement, then as between Company and Franchisee, this Agreement will prevail and control.

5.2 National Account Agreement Restrictions. If any of the terms and conditions of the National Account Agreement or the Material Terms restrict the rights of Company, all of those terms and conditions are incorporated into and made a part of this Agreement and Franchisee will abide by them.

5.3 Company's Breach. Company will have no liability to Franchisee because of Company's breach of the National Account Agreement. As long as it can do so without incurring expense, Company will cooperate with Franchisee and exercise due diligence in all reasonable respects to enforce the terms of the National Account Agreement against National Account.

5.4 Enforcement of National Account Agreement. Nothing contained in this Agreement is intended to abridge or restrict Company under the National Account Agreement or the Material Terms, from enforcing the National Account Agreement as between Company and Franchisee.

5.5 Consent. Whenever the National Account Agreement or the Material Terms provides that National Account's consent is required for an act or omission, then the consent of both National Account and Company to the act or omission of Franchisee hereunder will be required. Whenever the National Account Agreement or Material Terms provides that Company's consent is required for an act or omission by National Account, then the consent of both Company and Franchisee to National Account's act or omission will be required.

5.6 Company's Right to Cure Defaults. At any time during the term of this Agreement and without notice to Franchisee, Company may, but will not be obligated to, cure or otherwise discharge any default by Franchisee under this Agreement. Any and all costs or expenses which Company may incur for this purpose will be immediately due and payable in full without further notice or communication to Franchisee of any type, kind or nature. Company will have the same remedies for the recovery of these costs and expenses as for the recovery of rent under this Agreement and at law.

5.7 No Assignment or Delegation by Franchisee. Franchisee may not make any Assignment of or relating to this Agreement, including any assignment or any delegation or any transfer of this Agreement or any interest in this Agreement in whole or in part, except in connection with a transfer of the applicable Franchise Agreement(s) and upon the terms and conditions contained in the Franchise Agreement(s) and the National Account Agreement. The Franchisee's interest in this Agreement will not be assignable by operation of law. Franchisee shall not sublicense, sublease, subcontract or enter any management agreement providing for, the right to provide Services.

a) If, with Company's prior written consent, Franchisee assigns any one or more, but not all, of its Franchise Agreement(s), the rights granted to Franchisee under this Agreement shall, unless otherwise expressly mutually agreed in writing, thereafter cease to include such assigned Franchise Agreement(s) and the

Protected Territory(ies) thereunder (provided that nothing shall relieve Franchisee of Franchisee's obligations or responsibilities relating to the assigned Franchise Agreement(s)) arising prior to such Assignment.

b) Any attempted or actual Assignment or other transfer of this Agreement by Franchisee without Company's prior written consent will be null, void and of no force or effect, will convey no right or interest to the purported transferee, and will constitute a material breach of this Agreement.

c) Company may at any time assign this Agreement and the rights, privileges, duties and obligations under it, subject only to its obligations to National Account under the National Account Agreement.

5.8 Indemnity. Franchisee agrees to indemnify, defend and hold harmless Company, its Affiliates and its and their officers, directors, employees and agents from and against any and all losses, costs, liabilities or expenses (including, but not limited to, reasonable attorney's fees) for claims arising, directly or indirectly, out of or in connection with any actual or alleged acts or omissions of Franchisee or any of its employees, contractors or other personnel, including, without limitation, (i) the damage, loss or destruction of any real or tangible personal property, or the death of, or bodily injury to, any individual caused by the negligence or other tortious conduct or willful misconduct of Franchisee; (ii) any modification or supplementation by Franchisee of the National Account warranty or any warranty provided by Franchisee on Out of Warranty Services (as defined in the National Account Agreement), or any warranty offered by Franchisee in violation of the National Account Agreement or Material Terms; and (iii) Franchisee's breach of this Agreement or the Material Terms.

6. Franchise Agreement Fees.

6.1 Gross Sales. Franchisee acknowledges and agrees that all revenue derived by Franchisee pursuant to this Agreement shall be deemed to be Gross Sales and Non-Recommerce Revenue under the Franchise Agreement, or if this Agreement pertains to more than one Franchise Agreement, under each applicable Franchise Agreement for the Location at which Services were initiated by the National Account customer; and subject to Franchisee's payment of its Continuing Royalty, Technology and Customer Support Fee, and Advertising Fees, and, if and when in effect, the National Account administrative fee, pursuant to the applicable Franchise Agreement(s).

6.2 Payments and Administrative Fee.

a) Franchisee may not attempt to arrange any different terms or collect any additional fees other than those which Company has negotiated. Company may deduct from Company's payments due to Franchisee any amounts Franchisee owes to Company.

b) Company may provide a centralized billing system, dispatch service and/or other systems related to the administration or services of the National Account or other National Accounts, and Company may charge Franchisee a commercially reasonable administrative fee, which shall not exceed five percent (5%) of the Gross Sales earned by Franchisee resulting from performance of services to National Accounts. The administrative fee will be in addition to, and will be calculated before deduction of, all other fees payable by Franchisee under this Agreement with respect to National Accounts, including Royalties, Technology and Customer Support Fees, and Advertising Fees.

c) Instead of Franchisee invoicing National Account directly, Company shall invoice National Account on Franchisee's behalf for work performed under and in accordance with this Agreement, in which event Franchisee shall cooperate with Company to implement such process, including providing Company all information necessary to prepare and issue such invoices. Company does not guarantee payment by National Account. In accordance with Section 2.4 of the Franchise Agreement, upon Company's receipt of payment from Company, Company shall deliver the payment to Franchisee after deducting a commercially reasonable National Account administrative fee of no

more than five percent (5%) of the Gross Sales, if any, as well as any other applicable Royalties, Technology and Customer Support Fees, Advertising Fees and other sums that are due to Company under the Franchise Agreement. Company does not guarantee payment by National Account. Payment for services performed by Franchisee is contingent on Company receiving payment from National Account and subject to any charge-back and/or adjustment made by National Account.

6.3 Application of Funds. If Franchisee shall be delinquent in the payment of any obligation to Company under any of its Franchise Agreement(s), or under any other agreement between Franchisee (or its Affiliate) and Company (or its Affiliate), or in any payment due to any of Franchisee's vendors, Suppliers or landlords, Company shall have the absolute right to apply any payments received from National Account to any obligation owed, whether under this Agreement or otherwise, including to Franchisee's vendors, Suppliers and landlord, notwithstanding any contrary designation by Franchisee as to application.

7. Books and Records. Franchisee shall maintain an accounting and record keeping system, in accordance with sound business practices, which shall provide for basic accounting information necessary to prepare financial statements, a general ledger, and reports required by this Agreement and the Manuals. Franchisee shall maintain accurate, adequate and verifiable books and supporting documentation relating to such accounting information.

8. Termination. In addition to Company's right to terminate this Agreement with or without cause, pursuant to Section 2, Franchisee acknowledges that any breach by Franchisee jeopardizes the continuation of the National Account Agreement to the detriment of Company and other participating franchisees, and accordingly Company shall have the right to terminate this Agreement for "cause" on account of any breach by Franchisee under this Agreement, effective immediately upon written notice to Franchisee without affording Franchisee any right to cure the default, in the following circumstances and manners:

8.1 By National Account. National Account's withdrawal of its authorization of Franchisee as an authorized service provider or any Franchisee Store or Mobile Unit as an authorized service provider pursuant to the National Account Agreement;

8.2 Assignment, Death or Incapacity. If Franchisee shall purport to make any Assignment without the prior written consent of Company;

8.3 Repeated Defaults. If Franchisee shall default in any obligation as to which Franchisee has previously received two (2) or more written notices of default from Company setting forth the default complained of within the preceding twelve (12) months, or three (3) or more written notices of default from Company setting forth the default complained of within the preceding twenty four (24) months, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure;

8.4 Violation of Law. If Franchisee fails, for a period of ten (10) days after having received notification of noncompliance from Company or any governmental or quasi-governmental agency or authority, to comply with any federal, state or local law or regulation applicable to the Services;

8.5 Sale of Unauthorized Products. If Franchisee sells unauthorized Equipment or other products to the public;

8.6 Under Reporting. If an audit or investigation conducted by Company hereof discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Company, or knowingly understated its Gross Sales or withheld the reporting of same, and without limiting the foregoing, if, on three (3) or more occasions in any single thirty six (36) month period, any audits or other investigations

reveals an under-reporting or under-recording error of two (2%) or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of five (5%) or more;

8.7 Improper Conduct. If Franchisee commits any breach that reflects materially and unfavorably upon the operation and reputation of the ASURION TECH REPAIR & SOLUTIONS Stores or the ASURION TECH REPAIR & SOLUTIONS system; and

8.8 Cross-Default. Without limiting the generality of Section 14.6 of the Franchise Agreement(s), if Franchisee commits any default by Franchisee under the terms and conditions of this Agreement, the same shall be deemed to be a default of each of the Franchise Agreement(s), and any default by Franchisee under any of the Franchise Agreement(s) shall be deemed to be a default of this Agreement; and in the event of termination of this Agreement or any of the Franchise Agreement(s), for any reason, Company may, at its option, terminate any or all said agreements.

9. Reimbursement of Company Costs.

9.1 In the event of a default by Franchisee, all of Company's costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of Company's administrative employees, shall be paid to Company by Franchisee within five (5) days after cure or upon demand by Company if such default is not cured.

9.2 If the National Account Agreement terminates as a result of Franchisee's default or breach of some obligation contained in the National Account Agreement or the Material Terms, then, as between Company and Franchisee, Franchisee will be liable for the damage suffered as a result of the National Account Agreement termination. Company shall not be liable to Franchisee for damages, including any incidental and consequential damages.

10. Rights and Obligations Upon Termination. Upon the expiration or termination of this Agreement, any and all obligations of Company to Franchisee under this Agreement shall immediately cease and terminate, and any and all rights of Franchisee under this Agreement shall immediately cease and terminate, and Franchisee shall immediately cease and thereafter refrain from representing itself as then or formerly an approved Service Provider of Services under this Agreement or the National Account Agreement.

11. Survival of Obligations. Termination or expiration shall be without prejudice to any other rights or remedies that Company or Franchisee, as the case may be, shall have in law or in equity, including the right to recover benefit of the bargain damages. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which by their nature or expressly constitute post-termination (or post-expiration) covenants and agreements including the obligation of Company and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

12. Notices. All written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be delivered in accordance with Section 20.1 of each applicable Franchise Agreement.

13. Dispute Resolution. All disputes arising pursuant to this Agreement shall be resolved in the manner set forth in Article 19 of the Franchise Agreements. Franchisee and Company agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Franchisee and Company will not be consolidated with any other arbitration proceeding involving Company and any other person or entity.

14. Waiver and Delay. No waiver by Company of any default or series of defaults in performance by Franchisee, and no failure, refusal or neglect of Company to exercise any right, power or option given to it

hereunder or under any Franchise Agreement or any other agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the National Account Agreement) or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement, any other agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the National Account Agreement), shall constitute a waiver of the provisions of this Agreement with respect to any subsequent default thereof or a waiver by Company of its right at any time thereafter to require exact and strict compliance with the provisions thereof. Company will consider written requests by Franchisee for Company's consent to a waiver of any obligation imposed by this Agreement. Franchisee agrees, however, that Company is not required to act uniformly with respect to waivers, requests and consents as each request will be considered on a case by case basis, and nothing shall be construed to require Company to grant any such request. Any waiver granted by Company shall be without prejudice to any other rights Company may have, will be subject to continuing review by Company, and may be revoked, in Company's discretion, at any time and for any reason, effective upon ten (10) days' prior written notice to Franchisee. Company makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, acceptance, consent, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

15. Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

16. Successors and Assigns; Benefit. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of Company and Franchisee and its or their respective heirs, executors, administrators, successors and assigns, subject to the restrictions on Assignment contained herein. This Agreement is for the benefit of the parties only, and is not intended to and shall not confer any rights or benefits upon any person who is not a party hereto.

17. Joint and Several Liability. If Franchisee consists of more than one person or Entity, or a combination thereof, the obligations and liabilities of each such person or entity to Company are joint and several, and such person(s) and/or Entities shall be deemed to be a general partnership.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of laws principles.

19. Entire Agreement. This Agreement, the Franchise Agreement(s) and the Manuals contain all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements oral or otherwise shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations are merged herein and superseded hereby. Franchisee represents that there are no contemporaneous agreements or understandings relating to the subject matter hereof between the parties that are not contained herein. Franchisee agrees that it has not relied on any statements or representations of any nature whatsoever, whether written or oral, made by Company or any other person, except as specifically set forth in this Agreement. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in any Franchise Disclosure Document for prospective franchisees required by Applicable Law and delivered by Company to Franchisee. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto.

20. Titles for Convenience. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

21. Gender and Construction. The terms of all attachments hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words “include,” “includes” or “including” are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, acceptance, approval or authorization of Company which Franchisee may be required to obtain hereunder may be given or withheld by Company in its sole discretion, and on any occasion where Company is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Standards, Company may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto

22. Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any part, article, section, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

24. Waiver of Jury Trial; Venue. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, AND (2) SUBJECT TO SECTION 15 ABOVE, THEY AGREE THAT ORLANDO, FLORIDA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

FRANCHISEE
INITIALS

COMPANY
INITIALS

25. General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Company and Franchisee, and upon National Account's approval of Franchisee. This Agreement shall not be binding on Company unless and until it shall have been accepted and signed on its behalf by an authorized officer of Company.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date of execution by

“Company”

UBIF FRANCHISING CO

Date of Execution

Name:_____

Its:_____

“Franchisee”

Date of Execution

Name:_____

Its: _____, an individual

Exhibit L
State Addenda

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

The following paragraphs are added to the Disclosure Document:

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the offering circular.
2. Neither the franchisor nor any person in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.
3. California Business and Professions Code 20000 through 20043 provides rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
4. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).
5. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
6. If the Franchise Agreement contains a liquidated damages clause, under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
7. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
8. The Franchise Agreement requires application of the laws of Florida. This provision may not be enforceable under California law.
9. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
10. Registration of this disclosure document does not constitute approval, recommendation, or endorsement by the California Department of Financial Protection and Innovation.
11. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

**ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE
STATE OF HAWAII**

1. The following paragraphs shall be added to the state cover page:

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is the Hawaii Commissioner of Securities, 335 Merchant Street, Honolulu, Hawaii 96813.

2. Each provision of this Addendum to the Disclosure document is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E-1, et seq., are met independently without reference to this Addendum to the Disclosure document, and only to the extent such provision is a then valid requirement of the statute.

**ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS**

1. Section 41 of the Illinois Franchise Disclosure Act of 1987 (as amended) (815 ILCS 705/41) provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

2. Item 17(v) in the table is modified by adding the following to the summary description opposite the subsection entitled “Choice of Forum”:

“However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.”

3. Item 17(w) in the table is modified by adding the following to the summary description opposite the subsection entitled “Choice of Law”:

“Illinois law governs the franchise agreement.”

4. THERE IS NO FORMAL TRAINING PROVIDED TO PREPARE YOU FOR YOUR POSITION AS AN AREA REPRESENTATIVE.

ADDENDUM TO
UBIF FRANCHISING CO FRANCHISE AGREEMENT

(State of Illinois)

THIS ADDENDUM is entered into as of _____, 20____ between UBIF FRANCHISING CO, a Florida corporation (“Company”), and _____, a _____ (“Franchisee”), with reference to the following:

1. Company and Franchisee have entered into a UBIF FRANCHISING CO Franchise Agreement dated as of _____, 20____, (the “Franchise Agreement”).

2. The parties wish to modify the Franchise Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree that to amend the Franchise Agreement as follows:

1. Section 41 of the Illinois Franchise Disclosure Act of 1987 (as amended) (815 ILCS 705/41) provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of the State of Illinois is void, but that section does not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, nor does it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code. To the extent any provision of the Franchise Agreement is inconsistent with those provisions of the Act, they are amended to be consistent.

2. The following shall be deemed added to Section 20.7:

“Illinois law, as amended, shall apply to any franchise offered or sold in Illinois, notwithstanding anything to the contrary contained in this Agreement.”

3. The following shall be deemed added to Section 20.14:

“However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.”

Except as set forth herein, the Franchise Agreement shall be valid and enforceable between the parties in accordance with its terms.

“Company”

UBIF FRANCHISING CO

Date of Execution

Name:_____

Its:_____

“Franchisee”

Date of Execution

_____,
{ } an individual;

{ } a _____ general partnership;

{ } a _____ limited partnership;

{ } a _____ limited liability company;

{ } a _____ corporation

Name:_____

Its: _____, and individually

ADDENDUM TO UBIF FRANCHISING CO AREA DEVELOPMENT AGREEMENT

(State of Illinois)

THIS ADDENDUM is entered into as of _____, 20____ between UBIF FRANCHISING CO, a Florida corporation (“Company”), and _____, a _____ (“Franchisee”), with reference to the following:

1. Company and Franchisee have entered into a UBIF FRANCHISING CO Area Development Agreement dated as of _____, 20____, (the “Development Agreement”).

2. The parties wish to modify the Development Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree that to amend the Development Agreement as follows:

Illinois law governs the franchise agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Except as set forth herein, the Development Agreement shall be valid and enforceable between the parties in accordance with its terms.

“Company”

UBIF FRANCHISING CO

Date of Execution

Name:_____

Its:_____

“Franchisee”

Date of Execution

_____,
{ } an individual;

{ } a _____ general partnership;

{ } a _____ limited partnership;

{ } a _____ limited liability company;

{ } a _____ corporation

Name: _____

Its: _____, and individually

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

The following information applies to franchises and franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body of the disclosure document:

1. Item 5 of this disclosure document is modified to include the following paragraph:

The Maryland Office of the Attorney General, Securities Division, requires us: if you are a franchisee, to defer payment of the Initial Franchise Fee, the Initial Training Fee, and other amounts owed for goods and services you receive from us before your Store or Mobile Unit opens, until we have satisfied all of our pre-opening obligations to you; and if you are an area developer, to defer payment of the Development Fee and other amounts for goods and services you receive from us before your first franchised Store or Mobile Unit under the area development agreement opens, until we have satisfied all of our pre-opening obligations to you for that first Store or Mobile Unit.

2. Item 17.

The Franchise Agreement provides for termination if you are insolvent under any applicable state or federal law. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Section 101 et seq.).

3. Item 17.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Item 17.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. Item 17.

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.

6. Item 17.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an 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.

ADDENDUM TO UBIF FRANCHISING CO FRANCHISE AGREEMENT

(State of Maryland)

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement, UBIF FRANCHISING CO and Franchisee agree to amend the Franchise Agreement as follows:

1. Release. Sections 3.4.5, 13.2 and 13.4 of the Franchise Agreement are amended to provide that any release required as a condition of assignment or renewal will not apply to liability under the Maryland Franchise Registration and Disclosure Law (the “Maryland Franchise Law”).

2. Initial Fees. Section 4.1 is modified by the addition of the following language:

The Maryland Office of the Attorney General, Securities Division, requires Company to defer payment of the Initial Franchise Fee, the Initial Training Fee, and other amounts owed for goods and services received by Franchisee from Company before the Store or Mobile Unit opens, until Company has satisfied all of its pre-opening obligations to Franchisee under this Agreement.

3. Consent to Jurisdiction. Sections 14.01 of the Franchise Agreement is amended to provide that, under the Maryland Franchise Law, any litigation involving claims arising under the Maryland Franchise Law that are not subject to arbitration will be brought in Federal District Court in Maryland.

4. Statute of Limitations. Any limitation on the period of the time mediation and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing claims arising under the Maryland Franchise Law.

5. Acknowledgments. Article 22 of the Franchise Agreement is amended by the addition of the following at the end of such Section: “The representations made herein are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

6. Arbitration. Section 19.3 of the Franchise Agreement is amended by the addition of the following at the end of such Section: “This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an 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.”

7. Entire Agreement. Section 20.8 of the Franchise Agreement is amended by the addition of the following at the end of such Section: Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document.

8. General. Section 23 of the Franchise Agreement is amended by the addition of the following at the end of the Section: “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.”

9. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

“Company”

UBIF FRANCHISING CO,

a Florida Corporation

By: _____

Name: _____

Its: _____

Date of signing:_____

“Franchisee”

{ } an individual

{ } a general partnership;

{ } a limited partnership;

{ } a limited liability company;

{ } a corporation;

By: _____

Name: _____

Its: _____

Date of signing:_____

ADDENDUM TO UBIF FRANCHISING CO

AREA DEVELOPMENT AGREEMENT

(State of Maryland)

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Area Development Agreement, UBIF FRANCHISING CO and Franchisee agree to amend the Area Development Agreement as follows:

1. Release. Sections 4.4.5, 6.3.4 and 7.2.2(j) of the Area Development Agreement are amended to provide that any release required as a condition of assignment or renewal will not apply to liability under the Maryland Franchise Registration and Disclosure Law (the “Maryland Franchise Law”).

2. Payments By Franchisee. Sections 5.1 and 5.2 are modified by the addition of the following language:

The Maryland Office of the Attorney General, Securities Division, requires Company to defer payment of the Development Fee and other amounts for goods and services received by Franchisee from Company before the first franchised Store or Mobile Unit under this Agreement opens, until Company has satisfied all of its pre-opening obligations to Franchisee for that first franchised Store or Mobile Unit.

3. Consent to Jurisdiction. Sections 8.3.2, 11.8, and 13.3 of the Area Development Agreement are amended to provide that, under the Maryland Franchise Law, any litigation involving claims arising under the Maryland Franchise Law that are not subject to arbitration will be brought in Federal District Court in Maryland.

4. Statute of Limitations. Any limitation on the period of the time mediation and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing claims arising under the Maryland Franchise Law.

5. Acknowledgments. Article 13 of the Area Development Agreement is amended by the addition of the following at the end of such Section: “The representations made herein are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

6. Entire Agreement. Section 10.9 of the Area Development Agreement is amended by the addition of the following at the end of such Section: Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document.

7. Arbitration. Section 10.19 of the Area Development Agreement is amended by the addition of the following at the end of such Section: “This area development agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an 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.”

8. Construction. In all other respects, the Area Development Agreement will be construed and enforced in accordance with its terms.

“Company”

UBIF FRANCHISING CO,

a Florida Corporation

By: _____

Name: _____

Its: _____

Date of signing:_____

“Franchisee”

_____,

{ } an individual

{ } a general partnership;

{ } a limited partnership;

{ } a limited liability company;

{ } a corporation;

By: _____

Name: _____

Its: _____

Date of signing:_____

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA

1. Cover Page, Risk Factors 1 and 2 are amended by the addition of the following language:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. Item 5 and Item 7 of this disclosure document is modified to include the following language:

The Minnesota Department of Commerce requires us: if you are a franchisee, to defer payment of the Initial Franchise Fee, the Initial Training Fee, and other amounts owed for goods and services you receive from us before your Store or Mobile Unit opens, until we have satisfied all of our pre-opening obligations to you; and if you are an area developer, to defer payment of the Development Fee and other amounts for goods and services you receive from us before your first franchised Store or Mobile Unit under the area development agreement opens, until we have satisfied all of our pre-opening obligations to you for that first Store or Mobile Unit.

3. Item 6, “Charges for unpaid checks, drafts or electronic payments” shall be amended by the addition of the following paragraph:

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of thirty dollars (\$30) on an NSF check. This applied to everyone in Minnesota who accepts checks except banks.

4. Item 13 of the Franchise Disclosure Document and Section 11.5 of the Franchise Agreement are amended to state that we will protect you against claims of infringement or unfair competition regarding your use of the Marks when your right to use the Marks requires protection.

5. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following paragraphs:

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given ninety (90) days’ notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days’ notice for non-renewal of the franchise agreement.

6. Item 17, “Governing Law, Jurisdiction and Venue, and Choice of Forum” shall be amended by the addition of the following paragraph:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

7. Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a general release. The Franchise Disclosure Document and Franchise Agreement are modified accordingly, to the extent required by Minnesota law.

8. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the disclosure document.

**ADDENDUM TO UBIF FRANCHISING CO FRANCHISE AGREEMENT
(State of Minnesota)**

THIS ADDENDUM is entered into as of _____, 20____ between UBIF FRANCHISING CO, a Florida corporation (“UBIF”) and _____ (“Franchisee”), with reference to the following:

(a) UBIF and Franchisee have entered into a UBIF FRANCHISING CO Franchise Agreement dated as of _____, 20____, (the “Franchise Agreement”).

(b) The parties wish to modify the Franchise Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree to amend the Franchise Agreement as follows:

Section 4.1 is amended to add the following language:

The Minnesota Department of Commerce requires Company to defer payment of the Initial Franchise Fee, the Initial Training Fee, and other amounts owed for goods and services received by Franchisee from Company before the Store or Mobile Unit opens, until Company has satisfied all of its pre-opening obligations to Franchisee under this Agreement.

The Franchise Agreement at Section 19.2 provides that UBIF FRANCHISING CO will be entitled, without bond, to the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of the Franchise Agreement. Minnesota law was amended effective May 20, 1990, to prohibit a person from seeking injunctive relief without posting a bond. To the extent the Franchise Agreement, at Section 19.2 is inconsistent with Minnesota law, Minnesota law will control.

Except as provided in the paragraph above, the Franchise Agreement provides at Section 19.3 that any controversy or claim arising out of or related to the Franchise Agreement, or a breach thereof, will be settled by arbitration. Arbitration will be conducted in Orlando, Florida. The decision of the arbitrator(s) in these cases will be final and binding upon the Franchisee, non-appealable and enforceable in any court of competent jurisdiction. Unless otherwise determined by the arbitrators, the fees and expenses for such arbitration shall be shared by UBIF and Franchisee.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Agreement can abrogate or reduce any of your rights as provided for in the Minnesota Statutes, Chapter 80C., or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, UBIF will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given ninety (90) days’ notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days’ notice for non-renewal of the Franchise Agreement.

Sections 3.4.6, 13.2.3(e), 13.4.1(j), and 18.3.1 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein

No general release that Franchisee is required to assent to shall relieve Company from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22.

Except as set forth herein, the Franchise Agreement shall be valid and enforceable between the parties in accordance with its terms.

{Signature Page Follows}

UBIF FRANCHISING CO,

a Florida corporation

Date of Execution

By: _____
Its: _____

FRANCHISEE

If Franchisee is an entity, complete and sign below:

Date of Execution

(print name of entity above)

Check one:

{ } a _____ general partnership

{ } a _____ limited partnership;

{ } a _____ limited liability company;

{ } a _____ corporation

By: _____

Its: _____

By: _____

Its: _____

If Franchisee is an individual, print name and sign below:

Date of Execution

Print Name: _____

Date of Execution

Print Name: _____

**ADDENDUM TO UBIF FRANCHISING CO AREA DEVELOPMENT AGREEMENT
(State of Minnesota)**

THIS ADDENDUM is entered into as of _____, 20____ between UBIF FRANCHISING CO, a Florida corporation (“UBIF”) and _____ (“Franchisee”), with reference to the following:

(a) UBIF and Franchisee have entered into a UBIF FRANCHISING CO Area Development Agreement dated as of _____, 20____, (the “Area Development Agreement”).

(b) The parties wish to modify the Area Development Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree to amend the Area Development Agreement as follows:

Sections 5.1 and 5.2 are amended to add the following language:

The Minnesota Department of Commerce requires Company to defer payment of the Development Fee and other amounts for goods and services received by Franchisee from Company before the first franchised Store or Mobile Unit under this Agreement opens, until Company has satisfied all of its pre-opening obligations to Franchisee for that first franchised Store or Mobile Unit.

The Area Development Agreement at Section 10.18 provides that UBIF FRANCHISING CO will be entitled, without bond, to the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of the Franchise Agreement. Minnesota law was amended effective May 20, 1990, to prohibit a person from seeking injunctive relief without posting a bond. To the extent the Area Development Agreement, at Section 10.17 is inconsistent with Minnesota law, Minnesota law will control.

Except as provided in the paragraph above, the Area Development Agreement provides at Section 10.19 that any controversy or claim arising out of or related to the Franchise Agreement, or a breach thereof, will be settled by arbitration. Arbitration will be conducted in Orlando, Florida. The decision of the arbitrator(s) in these cases will be final and binding upon the Franchisee, non-appealable and enforceable in any court of competent jurisdiction. Unless otherwise determined by the arbitrators, the fees and expenses for such arbitration shall be shared by UBIF and Franchisee.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Area Development Agreement can abrogate or reduce any of your rights as provided for in the Minnesota Statutes, Chapter 80C., or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Sections 4.4.5, 6.3.4, 7.2.2(j), and 12.4.5 of the Area Development Agreement are amended by the addition of the following language to the original language that appears therein

No general release that Franchisee is required to assent to shall relieve Company from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22.

Except as set forth herein, the Area Development Agreement shall be valid and enforceable between the parties in accordance with its terms.

{Signature Page Follows}

UBIF FRANCHISING CO,

a Florida corporation

Date of Execution

By: _____
Its: _____

FRANCHISEE

If Franchisee is an entity, complete and sign below:

Date of Execution

(print name of entity above)

Check one:

☐ a _____ general partnership

☐ a _____ limited partnership;

☐ a _____ limited liability company;

☐ a _____ corporation

By: _____
Its: _____

By: _____
Its: _____

If Franchisee is an individual, print name and sign below:

Date of Execution

Print Name: _____

Date of Execution

Print Name: _____

**ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE
DOCUMENT FOR THE STATE OF NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend,**" and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.
5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF NORTH DAKOTA

The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

a. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

b. Situs of Arbitration Proceedings: Franchise Agreements providing that the parties must agree to the arbitration of the disputes at a location that is remote from the site of the franchisee's business.

c. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

d. Liquidated Damages and Termination Penalties: Requiring North Dakota Franchisees to consent to liquidated damages or termination penalties.

e. Applicable Laws: Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota.

f. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

g. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

h. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the Franchise Agreement.

i. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

**ADDENDUM TO UBIF FRANCHISING CO FRANCHISE AGREEMENT
(State of North Dakota)**

THIS ADDENDUM is entered into as of _____, 20____ between UBIF FRANCHISING CO, a Florida corporation (“Company”), and _____, a _____ (“Franchisee”), with reference to the following:

A. Company and Franchisee have entered into a UBIF FRANCHISING CO Franchise Agreement dated as of _____, 20____, (the “Franchise Agreement”).

B. The parties wish to modify the Franchise Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree to amend the Franchise Agreement as follows:

1. Notwithstanding anything to the contrary set forth in the Franchise Agreement, and in particular Sections 3.4.6, 13.2 and 18.3 thereof, any general release the Franchisee is required to assent to shall not apply to any liability Company may have under the North Dakota Franchise Investment Law.

2. The following caveat is added to Article 15:

The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

Liquidated Damages and Termination Penalties: Requiring North Dakota Franchisees to consent to liquidated damages or termination penalties

3. The following caveat is added to Section 12.1:

“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.”

4. Notwithstanding anything to the contrary set forth in the Franchise Agreement, and in particular Section 12.2.3 and Articles 18 and 19 thereof, the Franchise Agreement and the legal relations among the parties to the Franchise Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

5. The following caveat is added to Sections 12.1, and Articles 19 and 20 of the Franchise Agreement:

“The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

Applicable Laws: Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota.

Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.”

6. Sections 19.1 and 19.3 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“The site of the arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee’s place of business.”

7. Section 20.14 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

“This section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the North Dakota Franchise Investment Law, including the right to a trial by jury and the right to submit matters to the jurisdiction of the Courts of North Dakota.”

Except as set forth herein, the Franchise Agreement shall be valid and enforceable between the parties in accordance with its terms.

“Company”

“Franchisee”

UBIF FRANCHISING CO,
a Florida corporation

{ } an individual

{ } a general partnership;

{ } a limited partnership;

{ } a limited liability company;

{ } a corporation;

By: _____

Name: _____

Its: _____

Date of signing:_____

By: _____

Name: _____

Its: _____

Date of signing:_____

**ADDENDUM TO UBIF FRANCHISING CO AREA DEVELOPMENT AGREEMENT
(State of North Dakota)**

THIS ADDENDUM is entered into as of _____, 20____ between UBIF FRANCHISING CO, a Florida corporation (“Company”), and _____, a _____ (“Franchisee”), with reference to the following:

A. Company and Franchisee have entered into a UBIF FRANCHISING CO Area Development Agreement dated as of _____, 20____, (the “Development Agreement”).

B. The parties wish to modify the Development Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree that to amend the Development Agreement as follows:

1. Notwithstanding anything to the contrary set forth in the Development Agreement, and in particular Sections 4.4.5, 6.3.4 and 7.2.2 thereof, any general release the Franchisee is required to assent to shall not apply to any liability Company may have under the North Dakota Franchise Investment Law.

2. The following caveat is added to Section 8:

“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.”

3. Notwithstanding anything to the contrary set forth in the Development Agreement, and in particular Articles 10 and 11 thereof, the Development Agreement and the legal relations among the parties to the Development Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

4. The following caveat is added to Articles 10 and 11 of the Area Development Agreement:

“The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

Applicable Laws: Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota.

Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies”

5. Sections 10.17 and 10.19 of the Development Agreement are amended by the addition of the following language to the original language that appears therein:

“The site of the arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee’s place of business.”

6. Section 10.15 of the Development Agreement is amended by the addition of the following language to the original language that appears therein:

“This section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the North Dakota Franchise Investment Law, including the right to a trial by jury and the right to submit matters to the jurisdiction of the Courts of North Dakota.”

Except as set forth herein, the Development Agreement shall be valid and enforceable between the parties in accordance with its terms.

“Company”

UBIF FRANCHISING CO

Date of Execution

Name:_____

Its:_____

“Franchisee”

Date of Execution

_____,
{ } an individual;

{ } a _____ general partnership;

{ } a _____ limited partnership;

{ } a _____ limited liability company;

{ } a _____ corporation

Name:_____

Its: _____, and individually

ADDENDUM TO UBIF FRANCHISING CO FRANCHISE AGREEMENT
(For Ohio Franchisee Only)

Notice of Cancellation

_____ (Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Brynson Smith, 2121 S. Hiawasse Rd., Suite 120, Orlando, Florida 32835 or an e-mail to Brynson Smith at brynson.smith@asurion.com, not later than midnight of _____ (enter date five business days from the date of transaction).

I hereby cancel this transaction.

(Date)

(Purchaser's Signature)

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ADDENDUM TO UBIF FRANCHISING CO FRANCHISE AGREEMENT
(For Ohio Franchisee Only)

Notice of Cancellation

_____ (Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Brynson Smith, 2121 S. Hiawassee Rd., Suite 120, Orlando, Florida 32835 or an e-mail to Brynson Smith at brynson.smith@asurion.com, not later than midnight of _____ (enter date five business days from the date of transaction).

I hereby cancel this transaction.

(Date)

(Purchaser's Signature)

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ADDENDUM TO UBIF FRANCHISING CO DEVELOPMENT AGREEMENT
(For Ohio Franchisee Only)

Notice of Cancellation

_____ (Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Brynson Smith, 2121 S. Hiawassee Rd., Suite 120, Orlando, Florida 32835 or an e-mail to Brynson Smith at brynson.smith@asurion.com, not later than midnight of _____ (enter date five business days from the date of transaction).

I hereby cancel this transaction.

(Date)

(Purchaser's Signature)

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ADDENDUM TO UBIF FRANCHISING CO DEVELOPMENT AGREEMENT
(For Ohio Franchisee Only)

Notice of Cancellation

_____ (Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Brynson Smith, 2121 S. Hiawassee Rd., Suite 120, Orlando, Florida 32835 or an e-mail to Brynson Smith at brynson.smith@asurion.com, not later than midnight of _____ (enter date five business days from the date of transaction).

I hereby cancel this transaction.

(Date)

(Purchaser's Signature)

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**ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA**

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for UBIF FRANCHISING CO for use in the Commonwealth of Virginia shall be amended as follows:

2. Any securities offered or sold by the Franchisee must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act.

3. The following statements are added to Item 17.h:

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

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchise, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

In September 2019, Washington State Attorney General's Office, Antitrust Division launched an investigation into so-called "no-poach" provisions in franchise agreements. On February 21, 2020, pursuant to RCW 19.86.100, the Attorney General's Office and we entered into an agreement, known as an assurance of discontinuance ("AOD"), whereby we have agreed to no longer include "no-poach" provisions in future franchise agreements and agree to endeavor to remove all "no-poach" provisions from existing agreements for franchises in the State of Washington in order to avoid the initiation of a lawsuit by the Attorney General's Office.

In light of the franchisor's financial condition, the Securities Division requires us: if you are a franchisee, to defer payment of the Initial Franchise Fee, the Initial Training Fee, and other amounts owed for goods and services you receive from us before your Store or Mobile Unit opens, until we have satisfied all of

our pre-opening obligations to you; and if you are an area developer, to defer payment of the Development Fee and other amounts for goods and services you receive from us before your first franchised Store or Mobile Unit under the area development agreement opens, until we have satisfied all of our pre-opening obligations to you for that first Store or Mobile Unit.

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT, CLOSING FRANCHISEE QUESTIONNAIRE, AND RELATED AGREEMENTS

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchise, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

Section 4.1 is amended to add the following language: The Securities Division requires Company to defer payment of the Initial Franchise Fee, the Initial Training Fee, and other amounts owed for goods and services received by Franchisee from Company before the Store or Mobile Unit opens, until Company has satisfied all of its pre-opening obligations to Franchisee under this Agreement.

{Signature Page Follows}

The undersigned does hereby acknowledge receipt of this addendum.

“Company”

UBIF FRANCHISING CO,

a Florida Corporation

By: _____

Name: _____

Its: _____

Date of signing:_____

“Franchisee”

_____,

{ } an individual

{ } a general partnership;

{ } a limited partnership;

{ } a limited liability company;

{ } a corporation;

By: _____

Name: _____

Its: _____

Date of signing:_____

WASHINGTON ADDENDUM TO AREA DEVELOPMENT AGREEMENT, CLOSING FRANCHISEE QUESTIONNAIRE, AND RELATED AGREEMENTS

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the Area Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Area Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Area Development Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchise, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Area Development Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Area Development Agreement or elsewhere are void and unenforceable in Washington.

Sections 5.1 and 5.2 are amended to add the following language: The Securities Division requires Company to defer payment of the Development Fee and other amounts for goods and services received by Franchisee from Company before the first franchised Store or Mobile Unit under this Agreement opens, until Company has satisfied all of its pre-opening obligations to Franchisee for that first franchised Store or Mobile Unit.

{Signature Page Follows}

The undersigned does hereby acknowledge receipt of this addendum.

“Company”

UBIF FRANCHISING CO,

a Florida Corporation

By: _____

Name: _____

Its: _____

Date of signing: _____

“Franchisee”

_____,

{ } an individual

{ } a general partnership;

{ } a limited partnership;

{ } a limited liability company;

{ } a corporation;

By: _____

Name: _____

Its: _____

Date of signing: _____

Exhibit M

Sublease

SUBLEASE

This **SUBLEASE** (hereinafter referred to as "Lease") is made effective as of the ____ day of _____, 20__ (the "Effective Date") by and between {_____, a _____, as Sublandlord (hereinafter referred to as "Landlord") and _____, a _____, as Subtenant (hereinafter referred to as "Tenant").

RECITALS

A. Landlord is the tenant under that certain lease agreement dated _____ by and between _____, a/an _____ as landlord (referred to herein as "Master Landlord") and Landlord, as tenant, for the premises commonly known as _____ (hereinafter referred to as the "Demised Premises"). Said lease is hereinafter referred to as the "Master Lease," and a copy of the Master Lease is attached hereto as Attachment 1 and by this reference incorporated herein and made a part hereof.

B. Tenant desires to operate an ASURION TECH REPAIR & SOLUTIONS franchise store ("Store") pursuant to that certain Franchise Agreement by and between UBIF Franchising Co, as franchisor ("Franchisor") and Tenant dated _____ ("Franchise Agreement").

C. Landlord desired to sublease the entire Demised Premises to Tenant, and Tenant desires to sublease the entire Demised Premises from Landlord, in order to operate the Store and upon the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. SUBLEASE.

Landlord hereby subleases the Demised Premises to Tenant and Tenant hereby subleases the Demised Premises from Landlord upon the terms and conditions contained herein.

2. DOCUMENTS INCORPORATED.

A. **Master Lease.** Except as otherwise provided herein, all applicable terms and conditions of the Master Lease, as modified by the Franchisor Addendum executed by Master Landlord, Tenant, and Franchisor, are incorporated into and made a part of this Lease as if Landlord were the Master Landlord thereunder and Tenant were the original tenant thereunder. If there is a conflict between the terms of the Master Lease and this Lease, the terms of this Lease shall control if the terms of this Lease are more restrictive than the terms of the Master Lease, and such interpretation does not cause a default under the Master Lease; otherwise, the terms of the Master Lease, as the case may be, shall control. If the Master Lease has a provision that gives Landlord the right to purchase the Demised Premises from Master Landlord, that provision shall not apply to Tenant and Tenant shall have no such right.

B. **Consents.** Whenever the Master Lease provides that the Master Landlord's consent is required for an act or omission, then the consent of both the Master Landlord and Landlord to the act or omission will be required. Whenever the Master Lease provides that Landlord's consent is required for an act or omission, then the consent of both Landlord and Tenant to the act or omission will be required. In all cases where the consent of Tenant is required, the same will not be unreasonably withheld, delayed, denied, or conditioned by Tenant.

3. DEMISED PREMISES "AS-IS" CONDITION.

A. **Acceptance of Demised Premises.** Tenant covenants and agrees (i) that it has examined and knows the conditions of the Demised Premises and the furniture, fixtures and equipment (hereinafter referred to as the "FF&E" and a list of which shall be attached hereto as Attachment 2 and by this reference made a part hereof) and every part thereof, and improvements thereon; (ii) that the Demised Premises and the FF&E are subleased to Tenant in an "AS-IS" condition and upon the state of the title thereto existing at the commencement of the term of this Lease, and subject to all applicable laws, rules, regulations, ordinances, or restrictions which may exist at the commencement of the term of this Lease; and (iii) that no statements or representations as to the condition or repair of the Demised Premises or the FF&E have been made by or for Landlord prior to or contemporaneously with the execution of this Lease.

TENANT ACCEPTS THE DEMISED PREMISES AND THE IMPROVEMENTS INCLUDING THE FF&E THEREON IN AN "AS IS" CONDITION AND LANDLORD EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. **Landlord Rights.** Notwithstanding any provision to the contrary herein, the term of this Lease shall in no event extend beyond the termination or expiration of the Master Lease. Therefore, should the Master Lease terminate or expire during the term for any reason, this Lease shall automatically terminate on the date of such termination/expiration of the Master Lease, with the same force and effect as if such termination/expiration date had been specified in this Lease as the expiration date hereof. Landlord shall have no liability to Tenant in the event of termination or expiration of the Lease prior to the expiration of the term, notwithstanding the reason for such termination/expiration.

4. TERM, COMMENCEMENT DATE.

A. **Term.** The term of this Lease shall commence effective as of _____, 20__ and shall terminate _____, 20__ ("Term"). In the event the Term commences on a day other than the first (1st) day of the month, all rent required to be paid for the first month hereof shall be prorated on the basis of a thirty (30) day month.

B. **Renewal or Extension.**

(i) *Renewal or Extension.* Subject to Section 4.B(ii) below, if the Master Lease has provisions enabling Landlord to renew or extend the Master Lease, then subject to the condition that Tenant is not in default under this Lease or the Franchise Agreement, Tenant has the same rights to renew or extend this Lease, up to a maximum potential Lease term, including option periods, of _____(____) years, following which this Lease will end, even if the term of the Master Lease does not then end. As between Landlord and Tenant, any deadline for notice of exercise of any option rights in the Master Lease to extend or renew will be advanced ninety (90) days in this Lease.

(ii) *No Landlord Obligation to Renew Lease.* Landlord shall not be obligated to exercise any renewal right or option available to it under its Lease, or otherwise, and any decision to exercise any option to renew or extend the Lease may be exercised in Landlord's sole and absolute discretion. If Landlord decides not to renew or exercise any said option to renew, it may in its sole and absolute discretion (if and to the extent permitted to do so under the Master Lease) assign any such renewal right or option to Tenant who may exercise it in its own name and behalf; provided, however, that Landlord or any of its guarantors under the Master Lease is not required to continue, assume, or undertake, any continuing liability with respect to the lease for the Demised Premises, whether as assignor, signatory or guarantor, and it shall be Tenant's exclusive responsibility to provide such guarantees,

security or other financial assurances as may be acceptable to the Master Landlord. Landlord may renew or extend the Master Lease even if Tenant does not extend the Term of this Lease.

5. RENT.

A. **Base Rent.** Commencing on the first day of the Term and continuing throughout the remainder of the Term, Tenant shall pay to Landlord as Base Rent in the amounts set forth in the table below, which shall be payable in equal monthly installments in advance of the first (1st) day of each calendar month during the Term hereof, without notice or demand therefor.

Period	Monthly Base Rent	Annual Base Rent

B. **Additional Rent.** Commencing on the first day of the Term and continuing through the remainder of the Term, Tenant shall reimburse Landlord for monthly installments of any operating costs, common area maintenance and services, real estate taxes, and insurance premium due under the Master Lease (together with and any other charges that Tenant is obligated to pay under this Lease, “Additional Rent”) on the first day of each calendar month during the Term hereof, without notice or demand therefor. Landlord shall provide Tenant with copies of any estimate, statement, invoice, or other document evidencing the Additional Rent due under the Master Lease following Landlord’s receipt of same from Master Landlord. Landlord shall not be obligated to contest any charges under the Master Lease; provided, however, that if Tenant raises any reasonable objection, Landlord shall, at Tenant’s sole cost, pursue available relief under the Master Lease.

C. **Late Payment of Base Rent or Additional Rent.** If any installment of Base Rent or any other amounts described as “Additional Rent” is paid after the date said installment is due, it shall bear interest at {MATCH INTEREST RATE PROVISIONS IN THE MASTER LEASE} until paid in full. In addition to such interest, Tenant acknowledges that the late payment by Tenant of any installment of any amounts due as Base Rent or Additional Rent will cause Landlord to incur certain costs and expenses not contemplated by this Lease, the exact amount of which costs being extremely difficult or impractical to fix. Such costs and expenses include, without limitation, administrative and collection costs and processing and accounting expenses. Therefore, if any installment is not received by Landlord from Tenant {by the tenth (10th) day of the month after MATCHING TIMING IN THE MASTER LEASE} such installment is due, Tenant shall immediately pay to Landlord a late charge equal to {ten percent (10%) of such installment or two hundred fifty dollars (\$250.00), whichever is greater MATCH AMOUNT IN THE MASTER LEASE}. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its loss suffered by such nonpayment of Tenant. Acceptance of any late charge imposed hereunder shall not constitute a waiver of Tenant’s default with respect to such nonpayment by Tenant nor prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease.

In the event Tenant, at any time, does not strictly comply with all of the terms, covenants and conditions of this Lease, Landlord may, but without obligation, elect to perform for Tenant and on behalf of Tenant. In such event, any amounts expended by Landlord shall be immediately due and payable by Tenant to Landlord as Additional Rent hereunder, together with an administrative fee equal to ten percent (10%) of the amount expended by Landlord, and in the event of nonpayment thereof, Landlord shall be entitled to exercise all of its remedies for Tenant’s failure to pay rent as set forth herein.

6. **REIMBURSEMENT OF LANDLORD.** Upon execution of this Lease, Tenant shall pay Landlord the sum of \$_____, as partial reimbursement for the direct and indirect costs incurred by Landlord at or prior to the Effective Date to negotiate the Master Lease including without limitations any leasing commissions or other charges paid to brokers and attorneys' fees, and to cause the Demised Premises and Store to be constructed, equipped and improved including without limitations the hard costs of constructing any improvements and installing equipment and the cost and expense to engage licensed architects, engineers and general contractors, to prepare such architectural, engineering and construction drawings and site plans, and to obtain all permits required to construct, remodel, renovate, and/or equip the Store and Demised Premises. {Tenant acknowledges that the construction, equipping and improvement of the Demised Premises and Store has not been completed as of the Effective Date and it shall be the sole and exclusive responsibility of Tenant to complete the same, at its sole cost and expense, in accordance with the terms of that certain Franchise Agreement.}

7. **SECURITY DEPOSIT.**

Tenant shall pay to Landlord, upon execution of this Lease, the sum of \$_____, which sum shall be held by Landlord as a security deposit for the full and faithful performance of each and every term, covenant and condition of this Lease. If Tenant defaults in respect to any of the terms, covenants and conditions of this Lease, Landlord may use or apply the whole or any part of this security deposit for payment to cure said default without prejudice to any other remedy Landlord may have as a result of such default. In such event, upon request of Landlord, Tenant shall deposit with Landlord the amount so applied so that the Landlord shall have the full amount of the security deposit on deposit with Landlord. Tenant's failure to pay to Landlord a sufficient amount to restore said security to the original sum shall constitute a breach of this Lease. Tenant shall not be entitled to any interest on the security deposit and Landlord shall have the right to commingle said security deposit with other funds of Landlord.

{IF A SECURITY DEPOSIT IS REQUIRED UNDER THE MASTER LEASE:} In addition, Tenant shall pay to Landlord, upon execution of this Lease, the sum of \$_____, which sum shall be delivered to Master Landlord to hold as the security deposit in accordance with the Master Lease. In the event that the Master Landlord demands Landlord to restore the amount of the security deposit under the Master Lease based on a default arising from Tenant's acts or omissions, then Tenant shall immediately deliver to Landlord an additional sum as is necessary to restore the security deposit under the Master Lease. Landlord will have no obligation to Tenant for Master Landlord's misuse of the security deposit, except to enforce, at Tenant's sole cost, the terms of the Master Lease regarding the security deposit.

8. **INSURANCE.**

A. **Certificates.** Tenant shall provide Master Landlord or Landlord with appropriate Certificates of Insurance or copies of all insurance policies required under the Master Lease or subleases, naming Landlord, and its parents, subsidiaries and affiliates, Master Landlord, its parents, subsidiaries and affiliates, and any other party designed by Master Landlord, including its lenders, if any, as additional insureds, prior to Tenant taking possession of the Demised Premises. Tenant's failure to provide the appropriate Certificate of Insurance when due shall be deemed a material default; if Landlord has to obtain such insurance because of Tenant's default or if Landlord, in its sole discretion, elects to obtain such insurance on behalf of Tenant, Tenant shall immediately pay to Landlord the cost of such insurance plus an administrative fee of equal to twenty-five percent (25%) of such premium cost. Landlord is in position to tender possession of the Demised Premises upon the Effective Date (as defined below) of this Lease or at a specific date thereafter as agreed to by and between Landlord and Tenant.

B. **Use of Proceeds.** If a casualty occurs that is covered by insurance, the Demised Premises must be rebuilt with the proceeds of the insurance unless the Master Lease mandates another result. Tenant will pay any deductibles and will fund any shortfall if the proceeds of the insurance are inadequate. If the Master Lease is terminated as a result of any casualty, then Tenant assigns to Landlord all rights to receive insurance proceeds applicable to the property insured as required under the Master Lease. If a casualty occurs that is not covered by

insurance, then Tenant will rebuild the Demised Premises, at its sole cost and expense, unless the Master Lease mandates another result.

C. **Eminent Domain.** In the event of the taking of all or any part of the Demised Premises or the shopping center where the Demised Premises is located under the power of eminent domain (or sold under threat of eminent domain), this Lease shall terminate if the Master Lease is terminated as a result thereof, and the Base Rent payable hereunder shall abate only as long as and to the extent that the rent due from the Landlord to the Master Landlord under the Master Lease with respect to the Master Lease abates as a result thereof. Tenant shall have no claim to the Landlord's condemnation proceeds as a result of any such taking. Any award for the Demised Premises and for damages to the residue, or any negotiated payment by sale in lieu thereof, shall be the sole property of the Landlord, and the Tenant assigns to the Landlord all of its right, title and interest in and to any such award or payment.

D. **Right to Terminate.** If the Master Lease gives the Master Landlord any right to terminate the Master Lease upon the partial or total damage, destruction, or condemnation of the Demised Premises, such termination right will also apply to this Lease.

9. UTILITIES.

Commencing with the possession of the Demised Premises, Tenant shall pay for all water, fuel, light, power, heat and telephone services or other utility services supplied to the Demised Premises. Landlord shall have no liability for utility outages or shortages; provided, however that if rent under the Master Lease is abated as a result of any utility outage, then Rent under this Lease will be abated in an equal amount for an equal period of time.

10. USE.

Tenant shall use and occupy the Demised Premises solely for the business of an ASURION TECH REPAIR & SOLUTIONS branded retail store that offers and sells repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment, as well as other related services and ancillary products as permitted under the Franchise Agreement, the Master Lease and the laws of the State in which the Demised Premises are located and for no other use or purpose whatsoever, whether incidental or otherwise without first obtaining Landlord's and Master Landlord's written consents.

Tenant shall not use the Demised Premises, nor permit the Demised Premises to be used, in violation of any law, ordinance or regulation or the Master Lease, and Tenant shall maintain the Demised Premises so as not to allow the Demised Premises to become a public or private nuisance.

11. NET LEASE.

This Lease is a net, net, net lease, and Tenant shall pay all amounts of every character for the payment of which Master Landlord or Landlord shall be liable by reason of their estate or interest in the Demised Premises, or which arise out of the possession, use, repair or rebuilding of the improvements upon the Demised Premises, including but not limited to any charges that Landlord is required to pay as under the Master Landlord under the Master Lease. All rent and all other amounts payable by Tenant hereunder as Additional Rent, shall be paid without notice or demand, and without set-offs, counterclaim, defense, abatement, deferment or moratorium. Tenant shall perform and observe the covenants and conditions to be performed and observed by Landlord under the Master Lease.

12. LIENS.

Tenant agrees and covenants that it will not cause or suffer the creation of any construction or mechanic's liens, or other liens for any labor performed or materials furnished, for or on behalf of Tenant, which may cloud

or impair Master Landlord or Landlord's title to the Demised Premises, and that if any such liens shall arise due to an act or omission of Tenant, Tenant shall promptly remove the same and that the same shall be discharged of record at Tenant's expense within ten (10) days after request from Master Landlord or Landlord. In the event Tenant fails to discharge any lien after the request of Master Landlord or Landlord, Landlord may issue a bond of said lien and the cost thereof shall be deemed Additional Rent and shall be included by Tenant in its next rent payments to Landlord.

13. ASSIGNMENT AND SUBLETTING.

A. **Transfer.** Tenant may not assign or in any manner transfer this Lease or any interest in this Lease or further sublet the Demised Premises or any part or parts of them, nor permit occupancy by anyone with, through or under the Lease, without the prior written consent of the Landlord. Any such assignment, transfer, or sublet, if approved, shall only be in connection with a transfer of the Franchise Agreement (or a new Franchise Agreement executed by the transferee, if applicable) and upon the terms and conditions contained in the Franchise Agreement and the Master Lease. This Lease and the Tenant's interest in it will not be assignable by operation of law.

B. **Failure to Obtain Approval.** Any attempted or actual transfer of this Lease (whether by way of an assignment, Lease or otherwise) by Tenant without Landlord's prior written consent will be null, void and of no force or effect, will convey no right or interest to the purported transferee, and will constitute a material breach of this Lease.

C. **Assignment by Landlord.** Landlord may at any time assign this Lease and the rights, privileges, duties and obligations under it, subject only to the requirements of the Master Lease.

D. **Landlord's Right to Cure Defaults.** At any time during the term of this Lease and without notice to Tenant, Landlord may, but will not be obligated to, cure or otherwise discharge any default by Tenant under this Lease. Any and all costs or expenses which Landlord may incur for this purpose will be immediately due and payable in full without further notice or communication to Tenant of any type, kind or nature. Landlord will have the same remedies for the recovery of these costs and expenses as for the recovery of rent under this Lease and at law.

14. DEFAULT AND TERMINATION

In spite of anything to the contrary in this Lease, Landlord will have the right to terminate this Lease, enabling Landlord to exercise all of the remedies of a landlord under applicable law and to file an action for eviction, unlawful detainer or other claim to recover possession of the Demised Premises upon the happening of any of the following events:

- A. Any failure by Tenant to pay the Base Rent or any Additional Rent when due.
- B. Any failure by Tenant to abide by any other provision of this Lease or the Master Lease, which failure is not cured within ten (10) days after written notice thereof is given to Tenant by Landlord.
- C. If the Franchise Agreement between UBIF Franchising Co and Tenant expires and is not renewed or is terminated for any reason;
- D. If the Master Lease should be canceled or terminated by reason of any act or omission of Tenant prior to its expiration date; or
- E. If Tenant should suffer or permit the occurrence of any act or thing which would constitute an event of default by Landlord under the terms of the Master Lease and fail to cure the default within any applicable cure period.

F. If Tenant abandons or vacates the Demised Premises during the Term;

G. If the Tenant or any guarantor of Tenant voluntarily petitions for relief under, or otherwise seeks the benefit of, any bankruptcy, reorganization or insolvency law, makes an assignment for the benefit of creditors, becomes insolvent, fails to admit in writing its inability to pay its debts generally as they become due, makes a transfer in fraud of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian or liquidator of the Tenant or any guarantor of all or a substantial part of the Tenant's or guarantor's assets.

H. {ADD ANY SPECIFIC DEFAULTS UNDER THE MASTER LEASE}.

15. LEGAL PROCEEDINGS.

If Landlord begins any summary proceeding to enforce this Lease against Tenant or to remove Tenant and Tenant's property from the Demised Premises, Tenant may not assert any counterclaims or assert as a defense to any such proceeding that UBIF Franchising Co had no right to terminate the Franchise Agreement or that UBIF Franchising Co had violated the franchise laws, it being the intention of the parties that these counterclaims must be brought against UBIF Franchising Co, if at all, in a separate proceeding.

16. INDEMNIFICATION.

Tenant covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons, damage to property of Tenant or any other person occurring from and after the Effective Date hereof, from any cause whatsoever, by reason of the use, occupancy and/or enjoyment of the Demised Premises by Tenant or any person thereon or holding under Tenant, including, but not limited to, damages resulting from any labor dispute, and that Tenant shall indemnify and save Landlord harmless from all liability whatsoever, on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of the use or occupancy of the Demised Premises and its facilities, or this Lease, or any repairs, alterations or improvements which Tenant may make or cause to be made upon same Demised Premises.

17. WAIVER OF SUBROGATION.

The parties release each other, and their respective authorized representatives, from any claims for damage to any person or property of either Landlord or Tenant in or on the Demised Premises that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. The parties further agree neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease and each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any covered damage.

18. NOTICES.

Any and all notices or demands by or from Landlord to Tenant, or Tenant to Landlord shall be in writing. All written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand; one business day after deposit with a reputable overnight courier (i.e., UPS and Fed Ex); one business day after transmission by facsimile or other electronic system expressly approved by Landlord in writing as appropriate for delivery of notices hereunder (with confirmation copy sent by regular U.S. mail), or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

If to Landlord: _____

Attn: _____

Facsimile No.: (____) ____-____

If to Tenant: _____

Attn: _____

Facsimile No.: (____) ____-____

Any party may change his or its address by giving ten (10) days prior written notice of such change to all other parties given in accordance with the provisions of this paragraph.

19. PROPERTY TAXES.

A. **Taxes.** From and after the commencement of the Term, as Additional Rent, Tenant shall reimburse Landlord as provided herein:

(i) all taxes, assessments (including assessments for benefits from public works or improvements, whether or not begun or completed prior to the commencement of the term of this Lease and whether or not to be completed within said term), levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, and whether or not the same shall have been within the express contemplation of the parties hereto, together with any interest and penalties thereon, which are, at any time, imposed or levied upon or assessed against (A) the Demised Premises or any part thereof that Landlord is obligated to pay, (B) any rent reserved or payable hereunder, (C) this Lease or the leasehold estate hereby created or which arise in respect of the operation, possession, occupancy or use thereof; or (D) any personal property lease to Tenant by Landlord or owned by Tenant which personal property is located upon the Demised Premises.

(ii) any gross receipts or similar taxes imposed or levied upon, assessed against or measured by the Base Rent, Additional Rent or such other sums payable by Tenant hereunder;

(iii) all sales and use taxes which may be levied or assessed against or payable by Landlord or Tenant on account of the acquisition, leasing or use of the Demised Premises or any portion thereof.

Notwithstanding the foregoing provisions of this paragraph, Tenant shall not be required to pay any franchise, corporate, estate, inheritance, succession, transfer, income, profits or revenue taxes of Landlord (other than any gross receipts of similar taxes imposed or levied upon, assessed against or measured by the Base Rent, Additional Rent or any other sums payable by Tenant hereunder) unless any such tax, assessment, charge or levy is imposed or levied upon or assessed against Landlord in substitution for or in place of any other tax, assessment, charge or levy referred to in this paragraph.

B. **Apportionment.** All property taxes and assessments that shall become due and payable during the first and last years of the term of this Lease, shall be apportioned pro rata between Landlord and Tenant in

accordance with the respective number of months during which the Tenant occupies the Demised Premises and shall be based on the taxing authority's year.

C. **Contesting Assessment.** Tenant, at its expense, shall have the right to contest or review by legal, administrative or other proceedings the amount or validity of any tax or assessment imposed against the Demised Premises, but Landlord shall not be liable for any expenses, including attorney's fees, in connection therewith. If there shall be any refund payable by the governmental authority with respect thereto, Tenant shall be entitled to receive and retain the same, subject, however, to the apportionment as hereinabove provided in subparagraph B.

D. **Method of Payment.** Tenant agrees to pay to Landlord as Additional Rent, together with its Base Rent payment of one-twelfth (1/12th) of the amount of property taxes, in advance. Landlord may estimate the amount of taxes payable by Tenant for any tax year and Tenant agrees to pay such estimated taxes on the first (1st) day of each month of the term of this Lease, with appropriate adjustment at the time of determining the actual taxes payable by Tenant for such tax year. The amount payable in the current period shall be adjusted annually based on the last period for which taxes were actually paid plus or minus the difference between the taxes for said period and the prior period. If the total amount of property taxes collected by the Landlord during any tax year shall exceed the actual property taxes payable by Tenant for such tax year, Landlord shall credit such excess to the next tax obligation of Tenant under this Lease, and in the case of the final tax year occurring during the Term of this Lease such excess shall be paid to Tenant within sixty (60) days after such computation

20. HAZARDOUS SUBSTANCES.

A. The term "Hazardous Substances" as used in this Lease shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

B. Tenant shall not cause or permit to occur:

(i) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Demised Premises, or arising from Tenant's use or occupancy of the premises, including, but not limited to, soil and ground water conditions; or

(ii) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substances on, under, or about the Demised Premises, or the transportation to and from the premises of any Hazardous Substances, except as specifically disclosed on Schedule A to this Lease.

C. Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances. Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authority under said laws.

D. Should any authority or any third party demand that a cleanup be undertaken because of any spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, as a result of Tenant's use or occupancy of the Demised Premises, then Tenant shall, at Tenant's own expense, carry out all such cleanup to the satisfaction of all governmental authorities, agencies, etc.

E. Tenant shall provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances to Landlord upon request.

F. If Tenant fails to fulfill any duty imposed under this entire Paragraph within a reasonable time or if Landlord reasonably believes that a release of Hazardous Substances has occurred at the Demised Premises as a result of Tenant's activities, then and in either case Landlord may take whatever actions are necessary to evaluate and correct the situation, and Tenant shall reimburse Landlord for all costs associated therewith (including attorney's fees and consulting fees) arising out of or in any way connected with any investigation conducted by Landlord in the exercise of its rights under this Paragraph or in removing any Hazardous Substances resulting from Tenant's use or occupancy of the Demised Premises.

G. Tenant shall indemnify, defend, and hold harmless the Landlord from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of this Lease and as a result of the Tenant's use or occupancy of the Demised Premises.

H. Tenant's obligations and liabilities under this entire Paragraph shall survive the expiration of this Lease.

21. MISCELLANEOUS PROVISIONS.

A. This Lease is and shall be subordinate to any encumbrances affecting the Demised Premises.

B. Provided Tenant is not in default hereunder, Tenant's interest herein shall not be disturbed, and the terms of this Lease shall continue in full for

C. Tenant shall permit Landlord and its agents to enter into and upon the Demised Premises at all reasonable times for the purpose of inspecting the same.

D. In the event the original Lease held by either Landlord or Tenant is lost or destroyed, each party agrees to re-execute this Lease at any time upon the request of the other.

E. Nothing contained in this Lease shall be deemed or construed by the parties hereto, or any other third (3rd) party, to create the relationship of principal and agent, or of partnership or of joint venture, or of trustee and beneficiary, or of any other association between the parties hereto and neither the method of payment of any monies hereunder, nor any other provisions in this Lease, nor any acts of the parties hereto, shall be deemed to create any relationship set forth hereinabove.

F. The parties hereto understand and agree that no party or parties hereto shall be obligated to pay any income tax, profits tax, excise tax, unemployment insurance tax or other similar tax or charge that may be payable by or chargeable to any other party or parties hereto, under any present or future laws of the state in which the Demised Premises are located, the United States, or any other governmental agency or authority.

G. No waiver of default by the party or parties hereunder shall be implied from any omission by a party or parties to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Lease by a party or parties shall not be deemed to waive or render unnecessary the consent to or approval of said party or parties of any subsequent or similar acts by a party or parties.

H. This Lease may be amended, modified and changed only by a written instrument signed by all the parties hereto.

I. The language in all parts of this Lease shall be in all cases construed simple according to its fair meaning and not strictly for or against any of the parties hereto.

J. The word “persons” whenever used shall include individuals, estate, trusts, firms, associations, partnerships and limited partnerships, corporations and all other legal entities of any type whatsoever.

K. The various rights, options, elections, powers and remedies of a party or parties to this Lease shall be construed as cumulative, and no one of them exclusive of any others or of any legal or equitable remedy which said party or parties might otherwise have in the event of breach or default in terms hereof, and the exercise of one right or remedy by a party or parties shall not in any way impair his rights to any other right or remedy until all obligations imposed on a party or parties have been fully performed.

L. The captions of the paragraphs and the consecutive order of the paragraphs of this Lease are for convenience only and shall not be considered or referred to in resolving questions or interpretations or construction.

M. This Lease may be executed in any number of counterparts, each of which so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one Lease.

N. This Lease shall be construed according to the laws of the State in which the Demises Premises are located.

O. Time is of the essence of this Lease.

P. Each party, upon the request of the other, agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Lease.

Q. Should any portion of this Lease be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Lease and shall not affect the remainder thereof.

R. It is expressly understood that this Lease contains all terms, covenants, conditions and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior or contemporaneous agreements, understandings or representations, either oral or written, pertaining to the same, shall be valid or of any force or effect, and that the terms, covenants, conditions and provisions of this Lease cannot be altered, changed modified or added to except in writing signed by all the parties hereto, and all prior and contemporaneous agreements, understandings and representations are merged herein and superseded hereby. Tenant has not relied on any statements or representations of any nature whatsoever, whether written or oral, made by Landlord or any other person, except as specifically set forth in this Lease. No officer or employee or agent of Landlord has any authority to make any representation or promise not contained in this Lease, and Tenant agrees that it has executed this Lease without reliance upon any such representation or promise.

S. Should any party or parties hereto institute any action or proceeding in court or by arbitration to enforce any provision or provisions hereof, or for damages by reason of any default under this Lease, or for a declaration of such party's or parties' rights or obligations hereunder, or for any other judicial remedies, the prevailing party or parties shall be entitled to receive from the losing party or parties such amount as the court may find to be actual attorney's fees and costs incurred for the services rendered the party or parties prevailing in any such action or proceeding or on appeal therefrom. In the event Landlord employs the services of counsel, without regard to the commencement of any action, resulting from Tenant's failure to strictly comply with all of the terms, covenants and conditions hereof, all attorneys' fees incurred by Landlord shall be deemed Additional Rent hereunder from Tenant.

T. This Lease shall be binding upon and inure to the benefit of the personal and legal representatives, successors and assigns of the parties and also upon the heirs, executors and administrators of any individuals executing this Lease.

U. In interpreting this Lease, the masculine included the feminine and neuter genders, the plural includes the singular, and vice versa as the context may require.

V. Landlord shall be responsible for the payment of leasing and sales commission due to any real estate broker retained or hired by Landlord for the procurement of the Tenant hereunder.

W. Tenant hereby expressly waives any and all rights of redemption or reinstatement granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Demised Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

X. {Notwithstanding anything to the contrary herein, this Lease shall not be effective until the Master Lease has become effective (if not fully executed on the date hereof) and Master Landlord has signed and delivered to Landlord written consent to this Lease (the "Consent"). Tenant shall cooperate in good faith with Landlord and shall comply with any reasonable request made of Tenant by Landlord or its Master Landlord in connection with the procurement of the Consent. In the event, for any reason whatsoever, the Lease has not been fully executed and the Landlord's Consent is not delivered to Landlord and Tenant by _____, 20__, Landlord may, in its sole and absolute discretion, cancel this Lease by giving written notice to Tenant I which event this Lease shall be of no further force and effect, and the parties hereto shall have no further rights, obligations or liability hereunder. Landlord agrees to use reasonable due diligence to obtain Landlord's consent as soon as possible after the execution and delivery hereof, but Landlord shall not be required to incur any costs or institute legal proceedings to obtain such consent.}

LANDLORD:

TENANT:

a _____

a _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

Attachment 1
MASTER LEASE

LANDLORD: _____

TENANT: _____

LEASE DATED: _____

Attachment 2

(List of furniture, fixtures and equipment)

Exhibit N

Non-Disclosure Agreement

[DATE]

[Franchisee]
[Franchisee Address]

Dear [Franchisee],

This letter agreement (this “Agreement”) is being made and entered into in connection with the potential acquisition (the “Potential Transaction”) by you, through one or more entities owned by you, (collectively, “Buyer”) of the assets of certain ASURION TECH REPAIR & SOLUTIONS businesses owned and operated by **Asurion UBIF Franchise, LLC**, a Delaware limited liability company (“Asurion”). Each Buyer party and Asurion are individually referred to in this Agreement as a “Party” and, collectively, are referred to herein as the “Parties”.

In consideration of, and as a condition to, each of the Buyer’s and Asurion’s willingness to enter into discussions with the other regarding the Potential Transaction, the Parties each desire to make certain agreements regarding their treatment of Confidential Information. As used in this Agreement, “Confidential Information” means, collectively:

- (a) any and all non-public, confidential, and/or proprietary information related to (i) a Party (the “Disclosing Party”), any of its affiliates, or any of their respective businesses or operations, or (ii) the Potential Transaction, in each case furnished by the Disclosing Party or any of its affiliates or Representatives (as defined below) to the other Party (the “Receiving Party”) or its Representatives, whether or not expressly marked as “confidential” or “proprietary”, whether furnished on, before or after the date hereof, and whether furnished directly by verbal, written or electronic communications, or indirectly by observation of various operations, processes, strategies or methods conducted or used by the other Party;
- (b) the existence, status and proposed terms of all discussions relating to the Potential Transaction (including any such terms not ultimately agreed to or accepted); and
- (c) any agreements, arrangements or other understandings between the Parties in connection therewith.

Information will not be deemed “Confidential Information” that (i) is already in the possession of the Receiving Party or its Representatives, provided that any information in the possession of the Receiving Party or its Representatives that was previously provided by the Disclosing Party or its affiliates or Representatives in connection with the Potential Transaction shall be deemed “Confidential Information”; (ii) becomes available in the public domain other than as a result of an unauthorized disclosure by the Receiving Party or its Representatives; or (iii) that is received in good faith by the Receiving Party from a source other than the Disclosing Party or its affiliates or Representatives, provided that, to the knowledge of the Receiving Party, such source has legitimate

possession of the information disclosed and has the right to make such disclosure without violating any duty or obligation of confidentiality to the Disclosing Party. As used in this Agreement, “Representatives” means with respect to any Party, any of such Party’s directors, officers, stockholders, members, managers, financing sources, employees, agents and advisors.

The Receiving Party agrees (a) to hold all Confidential Information in strict confidence and take strict precautions to safeguard and protect from direct or indirect disclosure to any third party all Confidential Information disclosed by the Disclosing Party to, or otherwise received by, the Receiving Party; (b) to use such Confidential Information solely in connection with the evaluation and negotiation of the Potential Transaction; and (c) not to disclose, or permit any of their Representatives or affiliates to disclose, any Confidential Information to any persons who are not Representatives of the Receiving Party having a need to know such Confidential Information in connection with the evaluation and negotiation of the Potential Transaction, except with the prior written consent of the Disclosing Party or pursuant to a subpoena, order or request issued by a court of competent jurisdiction or by a judicial, administrative, legislative or regulatory body or committee; provided, that if the Receiving Party or any of its Representatives receives any such subpoena, order or request, the Receiving Party will, except as prohibited by law, (i) promptly notify the Disclosing Party in writing thereof, (ii) consult with the Disclosing Party on the advisability of taking steps to resist or narrow such subpoena, order or request, or seek another appropriate remedy, (iii) if disclosure is required (in the reasonable opinion of counsel), cooperate with the Disclosing Party in any attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information, and (iv) if a protective order is not obtained, disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.

Each of the Parties agrees that each of their Representatives will be formally apprised of their obligations concerning the confidentiality of all Confidential Information prior to such Representative receiving direct or indirect access thereto, and each Party shall be fully liable hereunder for any breach or failure by any of their Representatives to comply with the obligations set forth in this Agreement to the same extent as if such breach or noncompliance had been committed by such Party. Each Party acknowledges that their or their Representatives’ breach of any of their respective obligations under this Agreement may cause irreparable injury to the other Parties and their respective affiliates, and that monetary damages may not be a sufficient remedy. Accordingly, each Party agrees that any other Party will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief or specific performance to enforce the terms of this Agreement in connection with any breach or threatened breach of this Agreement by a Party or their Representatives. Upon a final non-appealable order by a court of competent jurisdiction, the non-prevailing Party in any litigation arising out of this Agreement shall reimburse the prevailing Party for its reasonable and documented costs and expenses, including reasonable attorneys’ fees and expenses and costs of court. The rights, remedies and benefits herein expressly specified are cumulative and not exclusive of any rights, remedies or benefits which a Party may otherwise have.

All written, electronic and other tangible materials comprising Confidential Information held by a Receiving Party or their Representatives, including but not limited to memoranda, notes, reports,

agreements, documents, drawings, hardware, disks and tapes, as well as all copies, extracts or translations thereof, whether such material was made or compiled by the Receiving Party or its Representatives, or furnished by the Disclosing Party, shall, upon written request by the Disclosing Party and except as prohibited by law, be promptly destroyed by the Receiving Party or its Representatives (and the Receiving Party shall certify such destruction in writing to the Disclosing Party with fifteen (15) days following their receipt of any such request by the Disclosing Party) or be returned by the Receiving Party or its Representatives, as applicable, to the Disclosing Party; provided, however, that the Receiving Party may retain copies of Confidential Information, subject to this Agreement, in accordance with their internal record retention policies and procedures for legal, compliance or regulatory purposes.

Each Party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information except as specified in this Agreement. Each Party shall at all times retain all proprietary rights (including, but not limited to, patents, copyrights and trade secrets) in and to Confidential Information, including all modifications or additions thereto by the Receiving Party. The Receiving Party shall not reproduce, use or copy any Confidential Information of the Disclosing Party other than expressly in accordance herewith or as may be otherwise approved in advance in writing by the Disclosing Party.

The Disclosing Party makes no express or implied representations or warranties as to the accuracy or completeness of the Confidential Information, and the Receiving Party agrees that the Disclosing Party has no liability relating to the Confidential Information or for any errors therein or omissions therefrom except as may otherwise be set forth in a definitive written agreement between the Parties, if any. The Receiving Party will only be entitled to rely on representations and warranties as may be included in any such definitive written agreement, subject to any limitations and restrictions as may be contained therein.

This Agreement is not intended to obligate any Party to enter into any further agreements or proceed with the Potential Transaction. Each Party reserves the right, in its sole discretion, to reject any or all proposals, to decline to furnish further information, and to terminate further discussions of the Proposed Transaction at any time. The exercise of these rights by a Party shall not affect the enforceability of any provisions of this Agreement. The obligations of the Parties under this Agreement shall survive the termination of discussions of the Proposed Transaction, regardless of the manner of such termination.

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to any conflict of laws provisions of that State that would result in the application of another State's laws. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding a Party unless approved in writing by each of the Parties. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. If any clause or provision herein shall be judged invalid or unenforceable, it shall not affect the validity of any other provision, which shall remain in full force and effect. This Agreement shall be binding

upon, inure to the benefit of, and be enforceable by the Disclosing Party, its heirs, successors, and assigns against the Receiving Party, its heirs, successors and assigns. Signatures of the Parties submitted by electronic transmission (including facsimile and email transmission) will be valid and binding for all purposes. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument.

Very truly yours,

Asurion UBIF Franchise, LLC

By: _____

Name: Eric Mueller

Title: Vice President and Authorized Signatory

AGREED TO AND ACCEPTED

[Franchisee]

[Signature Page to Non-Disclosure Letter Agreement]

Exhibit O

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (“**Agreement**”) is made and entered into as of _____, ____ (“**Effective Date**”), by and between **Asurion UBIF Franchise, LLC**, a Delaware limited liability company (“**Seller**”), and [insert Buyer], a [insert state of formation and entity type] (“**Buyer**”), and only for purposes of Sections 6, 7, 11 and 12, [insert owner(s) of Buyer], in their individual capacity as the sole owner(s) of Buyer (“**Owner**”). Seller, Buyer and Owner are sometimes individually referred to in this Agreement as a “**Party**” and collectively referred to as the “**Parties**”. Capitalized terms used here, but not otherwise defined herein, are defined as set forth in Section 12(q) of this Agreement.

RECITALS:

A. Seller owns the assets located in or used in the operation of the “**UBREAKIFIX**” business (the “**Business**”) located at the respective address(es) set forth on Exhibit A (each a “**UBIF Store**”).

B. Seller desires to sell the Purchased Assets to Buyer, and Buyer desires to buy the Purchased Assets from Seller.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing recitals and of the covenants, warranties and agreements set forth below and for other valuable consideration received, the Parties hereby agree as follows:

Purchase and Sale of Assets:

Effective as of the Closing, on the terms and subject to the conditions contained in this Agreement:

(i) Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller’s right, title and interest, legal and beneficial, in and to only the assets of the Business listed on Schedule 1(a) (the “**Purchased Assets**”) of each UBIF Store, as the same shall exist on the Closing; and

(ii) Buyer shall pay the Purchase Price to Seller (pursuant to Section 2 below), and Seller shall assign, transfer and convey the Purchased Assets to Buyer, as evidenced by one or more, as necessary, Bills of Sale and Assignment, in substantially the form attached hereto as Exhibit B.

³ Seller reserves the right to make further revisions.

Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (the “**Excluded Assets**”):

(i) all profit-sharing deposits, any claims by Seller against third parties, tax refunds, prepaid consultant fees, prepaid expenses to the extent relating to periods prior to the Closing, escrow and/or trust accounts held by or for the benefit of a Seller for any purposes, including prepaid insurance premiums and utility deposits to the extent relating to periods prior to the Closing;

(ii) all cash, except for \$200 cash in the drawer of each UBIF Store;

(iii) any receivables of a Seller for sales and/or services performed by such Seller before the Closing (except as otherwise provided in item 6 on Schedule 1(a));

(iv) those Permits, if any, which by Law cannot be transferred by Seller to Buyer or that otherwise do not pertain solely to the Business;

(v) the corporate records, business records and tax records of Seller to the extent unrelated to the Business;

(vi) any and all bank accounts of Seller;

(vii) those items of personal property, if any, listed on Schedule 1(b) hereof;

(viii) the Excluded Contracts listed on Schedule 1(b) hereof;

(ix) any insurable claims or the proceeds thereof relating to periods prior to Closing;

(x) security deposits paid for by the Seller in respect of the Real Property Lease but only to the extent such security deposit has not been transferred to Buyer’s account pursuant to Section 2(b)(ii);

(xi) confidential personnel and medical records pertaining to any employee of Seller, which Seller is prohibited from disclosing or transferring to Buyer under applicable Law and;

(xii) For purposes of clarity, any other assets of Seller that pertain to any other “UBREAKIFIX” stores that are not listed on Exhibit A or that pertain to any other business activities of Seller.

Assumed Liabilities. Subject to the terms of this Agreement, at and as of Closing, Buyer assumes and agrees to pay, perform, discharge and satisfy when due, only those Liabilities of Seller arising under the Assumed Contracts, to the extent (i) such Assumed Contracts are validly assigned to Buyer pursuant to the terms and conditions of this Agreement, (ii) such Liabilities are attributable to the Business or the Purchased Assets and are not Excluded Liabilities, and (iii) such Liabilities are to be paid, performed or satisfied after Closing and relate solely to periods arising after the Closing (collectively, the “**Assumed Liabilities**”).

Excluded Liabilities. Except for the Assumed Liabilities, all Liabilities of Seller and the Business shall be retained by Seller, shall not be assigned to, or assumed by, Buyer, and shall be

otherwise excluded from the Transactions (“**Excluded Liabilities**”). Without limiting the generality of the foregoing, Excluded Liabilities includes all Liabilities relating to, arising from or in connection with: (i) Excluded Contracts; (ii) Assumed Contracts for periods prior to Closing, including any obligation of, breach of, failure to perform under, torts relating to the performance of, violations of Law under, infringements or indemnities under, guaranties pursuant to and overcharges or underpayments under any Assumed Contracts; (iii) Excluded Assets; (iv) any actual or alleged Losses incurred by any person or involving any property and relating to, arising out of or in connection with the Business or the Purchased Assets prior to Closing; (v) Taxes relating to, arising out of or in connection with the Business or the Purchased Assets prior to Closing; (vi) accounts payable or other accrued liabilities relating to, arising out of or in connection with the Business or the Purchased Assets prior to Closing; (vii) any employee compensation and benefit arrangements, plans or program, including all Employee Benefit Plans; and (viii) the termination of Business employees by Seller contemplated in Section 7(b).

Lease. At Closing, Seller, Buyer and the landlord for each of the Leased Premises (“**Landlord**”) shall enter into a lease assignment agreement assigning the applicable Real Property Lease, or otherwise leasing or subleasing the Leased Premises that comprises the Business, to Buyer in a form substantially similar to that attached hereto as Exhibit C or in such other form that is approved by the Landlord and that is acceptable to Seller and Buyer, which shall include Landlord executing Franchisor’s current form of Franchisor Addendum that is required to be attached to all franchisee leases (the “**Lease Assignment Agreement**”). The Parties acknowledge that, in order to be acceptable to Seller, the Lease Assignment Agreement must release (i) Seller from liabilities and obligations under the applicable Real Property Lease arising or accruing after Closing, and (ii) Seller’s parent company from any guaranties of Seller’s obligations under the applicable Real Property Lease. Seller, Buyer and Owner shall use their commercially reasonable efforts to obtain such releases including, if necessary, Owner providing a personal Guaranty of the Property Lease covering the time period after Closing. The Parties agree that [_____] ⁴ shall pay all of Landlord’s assignment or transfer fees and expenses in connection with any Lease Assignment Agreement.

Purchase Price: The aggregate purchase price for the Purchased Assets shall be an amount equal to (x) [_____] Dollars (\$_____) payable by wire transfer of immediately available funds to the account specified by Seller, subject to the adjustments in Section 2(a) below (the “**Purchase Price**”), *plus* (y) the assumption of Assumed Liabilities.

Post-Closing Adjustments.

(i) Within ninety (90) days after the Closing, Buyer shall calculate an amount equal to the sum of the following amounts (such sum being the “**Adjustment Amount**”):

(1) any payments received by Buyer from customers within sixty (60) days following the Closing for work that was completed by Seller and marked as “ready for pickup” prior to the Closing; *plus*

⁴ Fees and expenses to be discussed between the Parties.

(2) any payment made by Franchisor to Buyer within sixty (60) days following Closing that is related to the Seller's servicing of any National Accounts (as defined in the Existing Franchise Agreement) that Seller completed in the sixty (60) days prior to the Closing; *minus*

(3) any charges that are owed by Seller (including chargebacks) to Franchisor or one of its affiliates, including charges related to the servicing of any National Accounts (as defined in the Existing Franchise Agreement) that occurred prior to the Closing and remain outstanding after the Closing; *plus*

(4) any payments made by Franchisor or one of its affiliates to Buyer related to credits due to Seller for parts or other equipment sent to Seller by uBreakiFix Repair Parts Co before the Closing; *minus*

(5) any charges that are owed by Seller (including chargebacks) for parts or other equipment delivered to Seller by uBreakiFix Repair Parts Co before the Closing and that remain outstanding after the Closing; *plus or minus, as applicable*

(6) the amount by which the actual amount of the non-consigned parts inventory that is included in the Purchased Assets (as determined by a post-closing inventory) is less than 95% (in which case it will be a reduction) or more than 105% (in which case it will be an addition) of the non-consigned parts inventory that was provided by Seller to Buyer prior to the date hereof, the amounts of which are set forth on Schedule 2(a)(i) ("**Seller's Inventory**"); *minus*

(7) any royalties that are owed by Seller to Franchisor on work completed by Seller before the Closing (regardless of whether such work was marked as "sale completed" in the UBIF Systems) that remain outstanding after the Closing; *minus*

(8) any expenses prepaid by Seller for services Buyer will receive after the date of Closing; *plus or minus, as applicable,*

a. any Real Property Lease Prorations and/or Credits pursuant to Section 2(b), to the extent the Seller or Buyer, as applicable, has received the necessary documentation to properly calculate such amounts; *plus*

b. Samsung branding payments due but unpaid for the period prior to the Closing, prorated for partial months; and *plus or minus, as applicable,*

(9) any other item which may need to be prorated as a debit or credit to Buyer or Seller as agreed upon by the Parties, including any adjustments referred to in Section 7(l).

(ii) Buyer shall submit a reasonable summary of the calculation of the Adjustment Amount to Seller in writing within ninety (90) days after the Closing (the "**Adjustment Amount Calculation**"). During the thirty (30) day period following Seller's receipt of the Adjustment Amount Calculation, Buyer shall cooperate with Seller to provide Seller with any information used in preparing the Adjustment Amount Calculation reasonably requested by Seller. The Adjustment Amount Calculation shall become final and binding on the 30th day following delivery thereof, unless prior to the end of such period, Seller delivers to Buyer written notice of its disagreement (an "**Objection Notice**") specifying the nature and amount of any disputed item(s). During the thirty (30) day period following delivery of an Objection Notice by Seller to Buyer, the parties in good faith shall seek to resolve in writing any differences that they may have with respect to the matters specified therein. Any disputed items resolved in writing between Buyer and Seller within such thirty (30) day period shall be final and binding with respect to such items, and if Seller and Buyer agree in writing on the resolution of each disputed item specified by Seller in the Objection Notice, the Adjustment Amount so determined shall be final and binding on the Parties for all purposes hereunder. If Seller and Buyer have not resolved all such differences by the end of such thirty (30) day period, Seller and Buyer shall submit, in writing,

to a mutually agreeable (with such agreement not to be unreasonably withheld) independent certified public accounting firm (the “**Independent Accountant**”), their statements detailing their views as to the nature and amount of each item remaining in dispute (the “**Disputed Amounts**”) and the calculation of the Adjustment Amount, and the Independent Accountant shall make a written determination as to the Disputed Amounts and the calculation of the Adjustment Amount, which determination shall be final and binding on the parties for all purposes hereunder. The Independent Accountant shall be authorized to resolve only the Disputed Amounts and make any adjustments to the Adjustment Amount in connection therewith. The Parties agree that the Independent Accountant’s decision for each Disputed Amount must be within the range of values assigned to such item in the Buyer’s Adjustment Amount Calculation and the Objection Notice, respectively. The determination of the Independent Accountant shall be based solely on the presentations and information submitted by the Parties and not on independent review. Seller and Buyer shall use their commercially reasonable efforts to cause the Independent Accountant to render a written decision resolving the matters submitted to it within thirty (30) days following the submission thereof. The determination of the Independent Accountant shall be final and binding on Seller and Buyer. The cost of the Independent Accountant shall be shared equally by Seller and Buyer.

(iii) If the Adjustment Amount, as finally determined in accordance with Section 2(a)(ii) above, is a negative number, Seller shall pay the Adjustment Amount to Buyer promptly following delivery of the Adjustment Amount Calculation to Seller, but in no event later than five (5) Business Days thereafter. If the Adjustment Amount is a positive number, Buyer shall pay the Adjustment Amount to Seller promptly following delivery of the Adjustment Amount Calculation to Seller, but in no event later than five (5) Business Days thereafter.

Real Property Lease Prorations and Credits.

(i) Seller and Buyer agree to prorate any payments made by Seller under the Real Property Lease (other than any required deposit) prior to Closing related to periods from and after the Closing (“**Post-Closing Rent Payments**”) such that Seller is only responsible for those amounts related to periods prior to the Closing. Seller shall disclose in writing to Buyer the amount of all Post-Closing Rent Payments for the Leased Premises as soon as such amount becomes available to Seller. With respect to any Post-Closing Rent Payments that are disclosed to Buyer at least one (1) Business Day prior to Closing, including providing Buyer with documentation that the Post-Closing Rent Payments have been paid by Seller, Buyer shall credit Seller at Closing for such Post-Closing Rent Payments. With respect to any Post-Closing Rent Payments that are disclosed to Buyer thereafter (again providing Buyer with documentation that the Post-Closing Rent Payments have been paid by Seller), Buyer shall pay Seller such Post-Closing Rent Payments in connection with the Adjustment Amount.

(ii) If Landlord permits Seller’s security deposit to be transferred to Buyer’s account in connection with the Lease Assignment Agreement, Buyer shall credit Seller at Closing for such security deposit. If an assignment of a particular Real Property Lease to Buyer is not permitted by the Landlord or it is determined by the Parties to be too difficult or time-consuming to obtain, and a sublease arrangement is permitted by Landlord, then Buyer shall pay to Seller a security deposit under the sublease in the same amount as Seller’s security deposit with Landlord under the Real Property Lease.

(iii) If Buyer receives a CAM or similar expense (as defined or described in the Real Property Lease) reconciliation report from the Landlord under the Real Property Lease and the report provides that Buyer is entitled to a refund or credit of an additional rent amount, Buyer shall pay to Seller Seller's prorated share of the additional rent that was overpaid within ninety (90) days after Buyer has received a refund or credit of the overpaid additional rent amount from the Landlord. If, however, the CAM reconciliation report requires Buyer to pay more additional rent, Seller shall pay to Buyer Seller's prorated share of the additional rent amount within ninety (90) days after Buyer has paid the additional rent amount to the Landlord.

(iv) If a Buyer receives any tenant improvement allowance funds from a Landlord that relates to tenant improvements completed by Seller prior to Closing, Buyer shall pay such amount to Seller in connection with the payment of the Adjustment Amount or, if the Adjustment Amount has already been reconciled, promptly following receipt thereof by the Buyer.

Allocation of Purchase Price: Within thirty (30) days after the Closing, Seller will provide to Buyer a proposed Purchase Price allocation for tax and accounting purposes in the form attached to this Agreement as Schedule 3. Buyer will review such proposal and the Parties will mutually agree upon a final Purchase Price allocation as soon as practicable thereafter, but in no event later than ninety (90) days after the Closing. The Parties will adhere to such allocation for all purposes, including federal and state income tax purposes. Seller and Buyer agree to cooperate in preparing and filing IRS Form 8594 reflecting that allocation set forth on Schedule 3.

Closing:

Closing. The closing of the transactions contemplated by this Agreement and the Related Documents, including the transfer of the Purchased Assets and the delivery of Seller's deliveries set forth in Section 4(b) and Buyer's deliveries set forth in Section 4(c) (the "**Transactions**") shall occur effective as of 12:01 A.M. (Central Standard Time) on the Closing Date at the Business, or such other date and place as the Parties may agree (the "**Closing**"). The "**Closing Date**" shall be the third (3rd) Business Day following the date upon which the conditions to Closing in Sections 8 and 9 are satisfied or waived (except for those conditions to Closing that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof) (the "**Satisfaction Date**"). Any waiver of the conditions to Closing in Sections 8 and 9 shall be delivered in writing, email being sufficient. The Closing may be conducted by conference call and electronic exchange of signatures.

Seller's Deliveries. At Closing, Seller will deliver to Buyer:

- (i) a fully executed Bill of Sale and Assignment in substantially the form attached hereto as Exhibit B;
- (ii) fully executed Lease Assignment Agreement(s);
- (iii) all of Seller's books, records, and files included in the Purchased Assets;
- (iv) releases of Encumbrances or financing statements in form and substance satisfactory to Buyer to reflect the termination of all Encumbrances against all the Purchased Assets, other than Permitted Encumbrances;

(v) a copy of the fully executed termination and general release agreement(s) in the form required by Franchisor, terminating each existing Franchise Agreement between Seller and Franchisor for Seller's operation of the Business (collectively, the "**Existing Franchise Agreement**");

(vi) the certificate required by Section 9(a), duly executed by an authorized officer of Seller;

(vii) any other documents reasonably requested by Buyer that are necessary to effectuate the Transactions; and

(viii) possession of the Leased Premises, including all keys and/or access codes in Seller's possession.

Buyer's Deliveries. At Closing, Buyer will deliver to Seller:

(i) the Purchase Price;

(ii) fully executed Bills of Sale and Assignment in substantially the form attached hereto as Exhibit B;

(iii) fully executed Lease Assignment Agreement(s);

(iv) fully executed franchise agreement(s) in the form required by Franchisor, which grants Buyer the right to operate the Business;

(v) the certificate required by Section 8(a), duly executed by an authorized officer of Buyer; and

(vi) any other documents reasonably requested by Seller that are necessary to effectuate the Transactions.

Representations and Warranties of Seller:

Seller hereby represents, warrants and covenants to Buyer on and as of the date hereof and on and as of the Closing as follows:

Organization and Good Standing of Seller. Seller is validly existing, duly organized and in good standing under the Laws of Delaware and has all requisite registrations and authorizations needed to transact business in Delaware and [insert applicable state]. Seller has all necessary power and authority to carry on its operation of the Business as now conducted and to lease the Leased Premises.

Authority to Enter into Agreement. Seller has all requisite power and authority, and Seller has obtained all necessary consents, approvals and authorizations to enter into and perform its obligations under this Agreement and to consummate the Transactions. All company proceedings required to be taken by or on behalf of Seller to authorize Seller to complete the Transactions have been duly and properly taken. This Agreement has been duly executed and delivered by Seller and

is a valid and binding obligation, enforceable in accordance with its terms. Each agreement, instrument, schedule and other document (other than this Agreement) which is executed and delivered at Closing or which is otherwise executed and delivered in connection with this Agreement (collectively, the “**Related Documents**”) shall have been duly executed and delivered by Seller and shall be the valid and binding obligation of Seller, enforceable in accordance with its respective terms.

No Conflict. Except with respect to Franchisor’s consent under the Existing Franchise Agreement and the Landlords’ consent to the Lease Assignment Agreements, the execution and delivery of this Agreement and the Related Documents and the consummation of the Transactions do not and will not, with or without the giving of notice or the passage of time, conflict with, result in or constitute a breach, default, right to accelerate or loss of rights under, or result in the creation of any Encumbrance pursuant to, (i) the terms or conditions of Seller’s articles of incorporation or organization, bylaws, operating agreement, or other incorporation, formation or governing documents, or (ii) any Law, any Permit, or any Contract to which Seller is a party or by which Seller is bound.

Third-Party Consents. Other than the Franchisor and the Landlord(s), no consent of any third party is necessary in order for Seller to sell and transfer the Purchased Assets to Buyer as contemplated by this Agreement or for Seller to otherwise consummate the Transactions.

Purchased Assets.

(i) Seller has, and shall convey to Buyer on the Closing, good and marketable title to all of the Purchased Assets, free and clear of any Encumbrances except for Permitted Encumbrances and the Assumed Liabilities. All the Purchased Assets are, and as of the Closing will be, located at the Leased Premises.

(ii) A true, correct and complete copy of the real estate lease for each UBIF Store that comprises the Business by and between Seller and Landlord for the premises located at the location(s) set forth on Exhibit A (the “**Leased Premises**”), together with any amendments, modifications or supplements thereto, and all easements, appurtenances, servitudes, accessories and components, access and use agreements, ancillary leases, such as additional parking and related agreement(s) relating to the premises of the Business (collectively, the “**Real Property Lease**”) has been provided to Buyer and is fully described on Schedule 5(e)(ii). Except as set forth on Schedule 5(e)(ii), Seller is current in all of its obligations under the Real Property Lease and is not in breach or default of the Real Property Lease and no events or circumstances exist that would reasonably be expected to result in any such breach or default of the Real Property Lease. The Leased Premises are in good working order and repair in compliance with the terms of the Real Property Lease.

(iii) The Purchased Assets, including all vehicles used in connection with the Business and vehicles with leases listed on Schedule 5(h) (collectively, the “**Vehicles**”) and all HVAC units on the Leased Premises, are in good condition and working order and no maintenance outside the ordinary course of business is needed with respect to the Purchased Assets. All of the tangible assets comprising the Purchased Assets are operated in conformity with all applicable Laws, are structurally sound (in the case of the buildings and improvements), are in good condition and repair, except for reasonable wear and tear not caused by neglect, and are usable in the ordinary

course of business as conducted by Seller prior to the Closing. All inventory is useful, consumable or saleable in the usual and ordinary course of business of Seller consistent with past practices and none of it consists of inventory that cannot be returned to UBIF Repair Parts Co or that is no longer actively used in the Business.

(iv) The Purchased Assets, including the Assumed Contracts, are all of the assets (A) necessary for Buyer to conduct the Business as it has historically been conducted and (B) required in order for the Business to comply with any of Franchisor's requirements.

Proceedings. Except as set forth on Schedule 5(f), there is not now pending or, to Seller's Knowledge, threatened, and there has not been during Seller's period of ownership of the Business, any litigation, judgments, liens, actions or other legal or administrative proceedings or investigations (i) against Seller relating to the Purchased Assets or the Business, or (ii) that challenges or may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the Transactions. To Seller's Knowledge, there is no basis for any such action, litigation, lien, proceeding or investigation.

Taxes. Seller has timely filed all tax returns required to be filed in any jurisdiction with any taxing authority for any period (collectively, "**Tax Returns**"), and has timely and fully paid any and all Taxes of any nature related to Seller, any of the Purchased Assets, or the Business (except for any such amounts which are not yet due and payable). All such Tax Returns filed by Seller were true, correct and complete at the time they were filed, except for any amendments or corrections thereto that were subsequently filed.

Assumed Contracts. Set forth on Schedule 5(h) is a true, correct and complete list of all Assumed Contracts related to the Business to which Seller is a party, including any amendments, schedules, exhibits and attachments thereto. The Assumed Contracts have been entered into in the ordinary course of business and Seller has the right to assign each Assumed Contract to Buyer. Each Assumed Contract is in full force and effect and constitutes a binding and enforceable obligation of each of the parties thereto. Seller is current in all of its obligations under each Assumed Contract and there have been no breaches or defaults by any party under any Assumed Contract and no events or circumstances exist that would reasonably be expected to result in any such breach or default. Seller has delivered to Buyer true, correct and complete copies of all the Assumed Contracts.

Material Adverse Effect. There has been no Material Adverse Effect relating to the Business or the Purchased Assets (financial or otherwise) during the shorter of (A) Seller's period of ownership thereof and (B) the twelve (12) month period preceding the Effective Date, and from the Effective Date through the Closing. To Seller's Knowledge, there are no facts or circumstances previously or currently existing which may cause any Material Adverse Effect relating to the Purchased Assets or Buyer's ownership or use of the Purchased Assets following the Closing.

Compliance with Laws. Seller has conducted the Business and operated the Leased Premises and the Purchased Assets in material compliance with all Laws.

Customer Complaints. Seller has no Knowledge of any claim or complaint by any customer or client of Seller or the Business which has not been fully resolved to the satisfaction of such customer or client.

Books and Records. The books of account and other records of the Business during Seller's period of ownership of the Business that have been made available to Buyer are true, correct and complete and represent actual, bona fide transactions and have been maintained in accordance with sound business practices, including the maintenance of an adequate system of internal controls.

Fees and Commissions. Seller has not employed, agreed to pay or become liable to pay any consultant's, broker's, finder's, originator's, and/or agent's fee or commission by reason of services alleged to have been rendered for or at the instance of Seller in connection with this Agreement, the Related Documents and the Transactions.

Employment Matters. Seller has previously provided to Buyer a true and complete list of (i) the current employees of the Business along with the position, and rate of compensation of each; and (ii) all Business employees who are on any kind of leave, short term disability, long term disability, worker's compensation disability, or layoff. Seller has been at all times, and currently is, in compliance with all applicable Laws and contracts relating to employment, employment practices, classification of employees, wages, overtime, bonuses and other compensation matters. Each individual who renders services to Seller with respect to the Business who is classified by Seller as an independent contractor or other non-employee status for any purpose (including for purposes of taxation and tax reporting and under any Employee Benefit Plans) is properly so characterized and, except as disclosed in Schedule 5(n), Seller has not received any notices or claims by any governmental entity related to such classification or characterization. Except as set forth on Schedule 5(n), there are no Business employees who hold any visa or visa-related work permit authorization, or work authorization sponsored by Seller on behalf of such Business Employees. All Business employees are authorized to work in the United States. Except as set forth on Schedule 5(n), there are no pending, or to Seller's Knowledge, threatened claims, lawsuits, actions, arbitrations, administrative or other proceedings, or governmental investigations against Seller relating to its compliance with the Immigration Reform and Control Act of 1986, as amended, or with any other applicable immigration Laws.

Employee Benefits. Upon Buyer's request, Seller shall make available to Buyer a current, accurate and complete copy of any job descriptions, employment contracts, and any other documents that are binding as between Seller and its employees and contractors. Each Employee Benefit Plan relating to the Business is being administered in accordance with its terms and in compliance with ERISA, the Internal Revenue Code of 1986, as amended (the "**Code**"), and other applicable Law. No actions (other than routine claims for benefits in the ordinary course) are pending or, to Seller's Knowledge, threatened with respect to any Employee Benefit Plan.

Environmental Matters. The Business as currently conducted on the Leased Premises is in material compliance with all applicable Environmental Laws, and there is no pending or, to Seller's Knowledge, threatened civil or criminal litigation, written notice of violation or formal administrative proceeding, investigation, or claim or any request for information received from any governmental entity or any other Person relating to any Environmental Law involving the Business, any of the Purchased Assets, or the Leased Premises. No Materials of Environmental Concern have been released or disposed of by the Business.

FCPA; Sanctions. Seller is in compliance and shall continue to comply with all applicable anti-money laundering Laws with respect to the Business, including the USA Patriot Act, and the Laws administered by the U.S. Treasury Department's Office of Foreign Assets Control, including

Executive Order 13224. Seller is not (i) on the Specially Designated Nationals and Blocked Person List, (ii) otherwise identified by government authorities as a person with whom a U.S. person is prohibited from transacting business, or (iii) otherwise the subject of any applicable sanctions Laws.

Representations and Warranties of Buyer and Owner:

Buyer and Owner hereby jointly and severally represent, warrant and covenant to Seller on and as of the date hereof and on and as of the Closing as follows:

Organization and Good Standing of Buyer. Buyer is validly existing, duly organized and in good standing under the Laws of the State of [_____] and has all requisite registrations and authorizations needed to transact business in [_____] and each other State, if any, in which such registration or authorization is required by the nature of its business or the conduct of its operations. [_____] is/are the only Owner(s) of Buyer, and, as such, is the sole legal and beneficial owner of the capital stock, membership interests, partnership interests, or other ownership interests of any kind of Buyer, and there are no outstanding or authorized options, warrants, convertible securities, equity plans, phantom equity, or other rights, agreements, arrangements or commitments of any character relating to any ownership in Buyer that will be triggered by the Transactions.

Authority to Enter into Agreements. Buyer and Owner have full power and authority to enter into this Agreement, to perform their respective obligations under this Agreement and to consummate the Transactions. All corporate, company, partnership and/or other proceedings required to be taken by or on behalf of Buyer and Owner to authorize Buyer and Owner to execute, deliver, and carry out this Agreement and each of the Related Documents and to authorize Buyer and Owner to complete the Transactions have been duly and properly taken. This Agreement has been duly executed by Buyer and Owner and is the valid and binding obligation of each, enforceable in accordance with its terms. Each Related Document to be executed and delivered at Closing will be duly executed by Buyer and Owner and will be the valid and binding obligation of Buyer and Owner, enforceable in accordance with its terms.

No Conflict with Other Agreements. The execution and delivery of this Agreement and the Related Documents, and Buyer's and Owner's compliance with their respective terms, and the consummation of the Transactions do not and will not, with or without the giving of notice or the passage of time, conflict with, result in or constitute a breach, default, right to accelerate or loss of rights under, or result in the creation of any Encumbrance pursuant to, (i) the terms or conditions of each Buyer's articles of incorporation or organization, bylaws, operating agreement, or other incorporation, formation or governing documents, or (ii) any Law, any Permit, or any Contract to which a Buyer or Owner are a party or by which a Buyer or Owner are bound.

Third Party Consents. Other than the Franchisor and the Landlord(s), no consent of any third party is necessary in order for Buyer to acquire the Purchased Assets from Seller as contemplated by this Agreement or for Buyer to otherwise consummate the Transactions.

Proceedings. There is not now pending or, to Buyer's or Owner's Knowledge, threatened, and there has not been during the last two (2) years, any litigation, judgments, liens, actions or other legal or administrative proceedings or investigations against Buyer or Owner that challenges

or may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the Transactions. To Buyer's or Owner's Knowledge, there is no basis for any such action, litigation, lien, proceeding or investigation.

Fees and Commissions. Neither Buyer nor Owner has employed, agreed to pay or become liable to pay any consultant's, broker's, finder's, originator's and/or agent's fee or commission by reason of services alleged to have been rendered for or at the instance of Buyer or Owner in connection with this Agreement, the Related Documents and the Transactions.

Covenants and Agreements:

Conduct of Business. During the period between the Effective Date and Closing (the "**Pre-Close Period**"), Seller shall continue to operate the Business in the ordinary course and substantially in the same manner as previously conducted by it prior to the Effective Date, including:

- (i) closing out all open purchase orders that are capable of being closed, and closing out tickets in the UBIF Portal for work that is completed or inactive;
- (ii) purchasing (or ordering on consignment) necessary parts and inventory in substantially similar amounts to maintain historical levels of inventory as necessary to run the Business;
- (iii) taking timely counts of consigned inventory, in accordance with Franchisor's policies and procedures;
- (iv) timely performing its obligations under each Contract to which it is a party;
- (v) continuing to respond to customers and perform services for customers in a timely manner;
- (vi) using commercially reasonable efforts to maintain existing material business relations with third parties;
- (vii) paying all Taxes as they become due and payable; and
- (viii) otherwise operating the Business in accordance with the requirements of the Existing Franchise Agreement and Franchisor's policies and procedures.

Without limiting the generality of the foregoing, except in the ordinary course of business consistent with past practices, during the Pre-Close Period, Seller shall not (A) grant or incur any Encumbrance (other than Permitted Encumbrances) on any Purchased Asset that did not exist on the date hereof; (B) sell, assign, transfer, lease or otherwise dispose of any Purchased Assets; (C) terminate or amend any Assumed Contract; or (D) agree or commit to do any of the foregoing.

Employees.

(i) Neither Buyer nor Seller shall communicate with Business employees regarding the Transaction without the other Party's prior consent, except as provided below.

(ii) Buyer may offer Seller's Business employees the opportunity for employment with Buyer at the Kick-Off Call (as defined below), subject to certain reasonable screening processes determined by Buyer. Except as prohibited by law, Seller shall provide Buyer with such information about the Business employees as is reasonably requested by Buyer in order to provide offers of employment to such employees and perform the necessary screening of such employees. Seller and Buyer shall cooperate to inform Business employees of the Transactions [_____] ⁵ days prior to the anticipated Closing Date during a kick-off call that includes representatives of Seller and Buyer (the "**Kick-Off Call**"). Seller will encourage the employees to whom Buyer makes an offer to choose to accept such offer, although Seller may also offer such employees the option to apply for other roles with Seller or its affiliates, if an employee chooses to do so.

(iii) Following the Kick-Off Call, Buyer may communicate with employees of Seller who are offered employment with Buyer regarding the transition of employment to Buyer effective as of the Closing; provided that Buyer shall give Seller prior written notice (e-mail being sufficient) of each communication, including the subject of the communication, and obtain Seller's reasonable consent thereto.

(iv) At Closing, Seller shall terminate the employees of the Business that choose to accept Buyer's employment offer, at Seller's sole risk, cost and expense. For the avoidance of doubt, Buyer shall not assume any obligation(s) under any Employee Benefit Plan of Seller, including but not limited to any unused paid time off accrued through the date of Closing.

Indemnification.

(i) Buyer Indemnification. Buyer and Owner, jointly and severally, shall defend, indemnify, and hold harmless Seller and its past, present and future affiliates, parents, subsidiaries, divisions, and partners, and the respective directors, officers, shareholders, members, owners, managers, employees, agents, representatives, trustees, executors and administrators of each (each a "**Seller Party**") from and against any actual or alleged claims, demands, proceedings, causes of action, suits, counterclaims, cross claims, third party claims, orders, obligations, contracts, agreements, debts, liabilities, losses, costs and expenses (however suffered or characterized, including any related to injury or death of any person and damage or loss of use of property, and all reasonable litigation costs and attorneys' fees and expenses) (collectively, "**Losses**") incurred or suffered by a Seller Party and resulting from, arising out of, or otherwise relating to: (A) any breach of any representation and warranty made by Buyer or Owner in this Agreement; (B) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer or Owner pursuant to this Agreement; (C) any Assumed Liability; (D) any Third Party Claim based upon, resulting from or arising out of the Business or the business, operations, properties, assets or obligations of Buyer or Owner conducted, existing or arising after the Closing; (E) any and all Taxes due with respect to the Business or the Purchased Assets

⁵ Timing to be discussed by the Parties.

accruing after the Closing and that are not Excluded Liabilities; or (F) any obligations under the Assumed Contracts or Real Property Lease accruing after the Closing.

(ii) Seller Indemnification. Seller shall defend, indemnify, and hold harmless Buyer and its past, present and future affiliates, parents, subsidiaries, divisions, and partners, and the respective directors, officers, shareholders, members, owners, managers, employees, agents, representatives, trustees, executors and administrators (each a “**Buyer Party**”) from and against any Losses incurred or suffered by a Buyer Party and resulting from, arising out of, or otherwise relating to (A) any breach of any representation or warranty made by Seller in this Agreement; (B) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller under this Agreement; (C) any Excluded Asset or any Excluded Liability; (D) any Third Party Claim based upon, resulting from or arising out of the Business or the business, operations, properties, assets or obligations of Seller conducted, existing or arising prior to the Closing; or (E) any and all Taxes due with respect to the Business or the Purchased Assets accruing at or prior to the Closing (and whether or not due and payable as of Closing), regardless of any knowledge that Buyer acquired (or knowledge capable of being acquired by Buyer) at any time, whether before or after the execution and delivery of this Agreement or the Closing.

(iii) Notification; Defense; Payment. Each indemnified party (the “**Notifying Party**”) will promptly notify the indemnifying party (the “**Indemnifying Party**”) of the existence of any third party claim, demand or other action giving rise to an obligation of indemnification or defense hereunder (a “**Third Party Claim**”) and will give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with its own counsel; provided, however:

(1) the Notifying Party will have the right to participate in such defense at its own expense; and

(2) the Indemnifying Party will not be entitled to undertake to defend the Third Party Claim if (w) the Third Party Claim is asserted directly by or on behalf of a Person that is a supplier or customer of the Business; (x) the Third Party Claim relates to or arises in connection with (A) any criminal proceeding, action, indictment, allegation or investigation or could otherwise result in criminal liability of the Notifying Party, or (B) any claim for unpaid Taxes, (y) such Third Party Claim could reasonably be expected to result in injunctive relief or other equitable remedies against the Notifying Party, or (z) the Notifying Party reasonably believes that the interests of the Indemnifying Party and the Notifying Party with respect to such Third Party Claim are in conflict with one another and, as a result, the Indemnifying Party could not adequately represent the interests of the Indemnified Party.

If, within a reasonable time after receipt of notice of a Third Party Claim, the Indemnifying Party fails to undertake to defend any Third Party Claim, the Notifying Party will have the right, but not the obligation, to defend and to compromise or settle such Third Party Claim for the account, and at the risk and expense, of the Indemnifying Party. The party defending a Third Party Claim will timely provide to the other party all such information relating to the defense, negotiation and/or settlement of the Third Party Claim as the other party may reasonably request. Otherwise, each party will make available to the other, at such other party’s expense, such information and assistance as such other party may reasonably request in connection with the defense of a Third Party Claim. If a Notifying Party claims a right to payment pursuant to this Agreement not involving a Third-Party Claim, then such Notifying Party will send written notice of such claim to

the appropriate Indemnifying Party. Such notice will specify in reasonable detail the basis for such claim. As promptly as possible after the Notifying Party has given such notice, such Notifying Party and the appropriate Indemnifying Party will establish the merits and amount of such claim (by mutual agreement, arbitration, litigation or otherwise).

(iv) Limitations. Notwithstanding anything in this Agreement to the contrary:

(1) In no event shall Buyer or Owner or Seller be liable for any Losses under Section 7(c)(i)(A) or Section 7(c)(ii)(A), as applicable, until the aggregate amount of all Losses with respect to indemnification under Section 7(c)(i)(A) or Section 7(c)(ii)(A) exceeds [_____ Dollars (\$_____)], at which time Buyer and Owner or Seller, as the case may be, shall be liable for all such Losses from the first dollar.

(2) The aggregate amount of all Losses for which Buyer or Owner shall be liable pursuant to Section 7(c)(i)(A), or Seller shall be liable pursuant to Section 7(c)(ii)(A), shall not exceed [_____]; provided, however that any Losses arising out of breaches of any of the Fundamental Representations shall not exceed the Purchase Price. Notwithstanding the foregoing, the limitations in this Section 7(c)(iv) shall not apply for Losses relating to the fraud, criminal activity, or willful misconduct of any Party.

Survival. The representations and warranties in this Agreement, other than the Fundamental Representations, shall survive the Closing and shall remain in full force and effect for a period of twelve (12) months thereafter. The Fundamental Representations shall survive the Closing for the applicable statute of limitations plus sixty (60) days. The covenants and agreements of the parties contained in this Agreement, including the indemnification obligations set forth in Section 7(c) above, shall survive the Closing for the applicable statute of limitations or for the period explicitly specified therein.

Transition Services. To the extent requested by Buyer in writing prior to Closing, Seller will maintain any agreements, accounts or services necessary to operate the Business after Closing, including but not limited to, equipment leases, related utilities, bank accounts, card payment systems, service contracts, security monitoring agreements, and contractor relationships, until such time as those agreements, accounts or services are transferred to or initiated by Buyer. Buyer will reimburse Seller for any related third party out of pocket costs. Without limiting the generality of the foregoing, Seller agrees to maintain its existing internet service and phone service after Closing to allow Buyer sufficient time to activate such services for the Business. Upon Buyer's activation of each such service (the "**Activation Date**"), Seller shall terminate such service and shall be responsible for any cancellation fees and expenses related to such service. Buyer shall reimburse Seller for the Seller's costs of such internet and phone service from the Closing Date to the Activation Date, exclusive of cancellation fees. Seller shall also terminate its security service and Vehicle GPS tracking service and shall be responsible for any cancellation fees and expenses related to such service. Seller agrees to cooperate with Buyer in the efficient transition of all of the foregoing services from one account to the other so that the current service is not terminated prior to the activation of the new service.

Cooperation on Tax Matters. After the Closing, upon reasonable notice, Buyer, on the one hand, and Seller, on the other hand, agree to furnish or cause to be furnished to each other and their representatives, employees, counsel and accountants access, during normal business hours, to such

information and assistance relating to the Purchased Assets as are reasonably necessary for financial reporting and accounting matters relating to the Purchased Assets, the preparation and filing of any Tax Returns, reports or forms relating to the Purchased Assets, the defense of any Tax or other claim or assessment relating to the Purchased Assets; provided, however, that such access and assistance do not unreasonably disrupt the normal operations of Buyer, in the case of access and assistance given to Seller, or Seller, in the case of access and assistance given to Buyer.

Access. Buyer shall have the right to make a complete review and inspection of the physical, legal and economic aspects of the Business. Seller shall reasonably cooperate with Buyer in the performance of Buyer's diligence and shall at the request of Buyer deliver to Buyer all documentation regarding the Business that is in Seller's possession and reasonably related to the transaction contemplated by this Agreement. Following the Kick-Off Call, upon not less than two (2) Business Days prior written notice (e-mail being sufficient), Seller shall permit Buyer and its authorized representatives to have reasonable access to physically inspect the Leased Premises.

Updates. During the Pre-Close Period, (i) Seller shall promptly provide to Buyer written updates disclosing any events or developments that have occurred or any information learned by it that cause or constitute a breach of any of Seller's representations, warranties or covenants hereunder, or otherwise have a Material Adverse Effect on the Business or the Purchased Assets; and (ii) Buyer shall promptly provide to Seller written updates disclosing any events or developments that have occurred or any information learned by it that cause or constitute a breach of any of Buyer's representations, warranties or covenants hereunder.

Commercially Reasonable Efforts. Subject to the terms of this Agreement, each of the Parties shall use its commercially reasonable efforts to take all actions and to do all things necessary, proper, or advisable to cause the other Party's closing conditions hereunder to be satisfied, including obtaining all third-party consents and approvals (including that of the Landlord under the Real Property Lease) required to consummate the Transactions as contemplated by this Agreement.

Inspections.

(i) At Buyer's request, Seller shall have all Vehicles inspected by a third-party mechanic for the purpose of evaluating the Vehicles' working condition. Seller shall provide a copy of the inspection report(s) of such third-party mechanic (the "**Vehicle Inspection Report**") to Buyer prior to the Closing. Buyer shall pay for the cost of any requested inspection. Seller shall have all repairs indicated on the Vehicle Inspection Report made to the Vehicles to bring them into good working order prior to Closing. If Seller fails to complete such repairs, Buyer will have the repairs completed after the Closing and the cost of any such repairs will be charged to Seller in the Adjustment Amount. If any Vehicles are stolen, totaled, or otherwise not capable of being adequately repaired and/or delivered at Closing, then the parties shall work, in good faith, to determine the amount of compensation that Buyer shall receive for the loss of, or increased cost associated with, such Vehicles, and whether that is accounted for at Closing or in the post-Closing adjustment process.

(ii) Seller shall permit Buyer to schedule a third-party inspection of all HVAC units on the Leased Premises. Buyer shall provide a copy of such inspection report(s) (the "**HVAC Inspection Report**") to Seller prior to the Closing. Buyer shall pay for the cost of any requested

inspection. Prior to Closing, Seller shall make all repairs identified on the HVAC Inspection Report as being necessary for the HVAC units to be in good working order, to the extent the tenant is responsible for such repairs under the Real Property Leases. If Seller fails to complete any such repairs, Buyer will have same completed after the Closing and the cost thereof will be charged to Seller in the Adjustment Amount.

Confidentiality. The Parties have entered into a non-disclosure agreement dated [_____] (the “**NDA**”), which was entered into in contemplation of the Transactions. Without limiting the provisions of the NDA, the Parties acknowledge and agree that this Agreement and the Related Documents are deemed to be Confidential Information under the NDA. The NDA shall continue in force and effect following the execution hereof and shall survive the Closing or the termination of this Agreement.

Conditions to Seller’s Obligations to Close. The obligation of Seller to enter into and complete the Closing and to consummate the transfer of the Purchased Assets and the Transactions are subject to the fulfillment on or prior to the Closing of the following conditions, any one or more of which may be waived in writing by Seller in its sole and absolute discretion:

Representations and Covenants. The representations and warranties of Buyer and Owner contained in this Agreement shall be true as of the Closing with the same force and effect as though made on and as of the Closing. Buyer and Owner shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed and complied with by them prior to the Closing. Buyer shall have delivered to Seller a certificate, dated as of the Closing, and signed by an authorized officer of Buyer on its behalf to the foregoing effect.

Lease. Seller, Buyer and Landlord shall have entered into one or more Lease Assignment Agreements assigning each Real Property Lease to the applicable Buyer.

Execution of Franchise Agreements. Franchisor and Buyer shall have delivered fully executed franchise agreements in the form required by Franchisor which grants Buyer the right to operate the Business.

Documents. Buyer shall have delivered to Seller each of the documents and deliverables contemplated in Section 4(c).

ITEM 1 Conditions to Buyer’s Obligation to Close: The obligation of Buyer to enter into and complete the Closing and to consummate the transfer of the Purchased Assets and the other Transactions are subject to the fulfillment on or prior to the Closing of the following conditions, any one or more of which may be waived in writing by Buyer in its sole and absolute discretion:

Representations and Covenants. The representations and warranties (including the Schedules) of Seller contained in this Agreement shall be true in all material respects on and as of the Closing with the same force and effect as though made on and as of the Closing. Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by them on or prior to the Closing. Between the Effective Date and the Closing there shall not have been a Material Adverse Effect. Seller shall have delivered to Buyer a certificate, dated as of the Closing, signed by an authorized officer of Seller to the foregoing effect.

Lease. Seller, Buyer and Landlord shall have entered into one or more Lease Assignment Agreements assigning each Real Property Lease to the applicable Buyer.

Conduct of Business; Closing Work Orders. Seller shall have operated the Business during the Pre-Close Period in all respects in accordance with Section 7(a).

Termination of Existing Franchise Agreement. Franchisor and Seller shall have delivered a fully executed termination and general release agreement in the form required by Franchisor terminating the Existing Franchise Agreement.

Transfer Fees. Seller shall have paid to Franchisor all fees required under the Existing Franchise Agreement(s) related to the sale of the Business.

Documents. Seller shall have delivered to Buyer (i) each of the documents and deliverables contemplated in Section 4(b), (ii) a copy of each of the Vehicle Inspection Reports, if any, and (iii) such other documents, certificates or instruments as Buyer reasonably requests to consummate the Transactions.

Termination:

This Agreement may be terminated at any time prior to the Closing as follows:

- (i) Mutual Agreement. By mutual written agreement of Seller and Buyer; or
- (ii) By Buyer. By written notice from Buyer to Seller if Buyer is not in material breach of its obligations under this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 9 and such breach, inaccuracy or failure has not been cured by Seller within five (5) Business Days of Seller's receipt of written notice of such breach from Buyer; or
- (iii) By Seller. By written notice from Seller to Buyer if Seller is not in material breach of its obligations under this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 8 and such breach, inaccuracy or failure has not been cured by Buyer within five (5) Business Days of Buyer's receipt of written notice of such breach from Seller.

Liabilities of the Parties. In the event of the termination of this Agreement by any Party pursuant to this Section 10, no Party shall have any liability under this Agreement of any nature whatsoever (other than pursuant to this Section 10(b)) to the other Parties (including any liability for damages or for the costs and expenses incurred in connection with the negotiation of this Agreement), unless such Party is in breach of its obligations under this Agreement, in which event the Party in default shall be liable to the other Parties for such breach, and the non-breaching Parties shall be entitled to any and all remedies available at law or in equity or under this Agreement. In the event that a condition precedent to the obligations of a Party is not satisfied, nothing herein shall be deemed to require any such Party to terminate this Agreement rather than to waive such condition precedent and proceed with the Closing.

Further Assurances: Seller, Buyer and Owner agree that they will, and will direct their respective affiliates and representatives to, from time to time on or after the Closing when so requested by the other, perform, execute, acknowledge, or deliver or cause to be performed, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances, documents, instruments and assurances as may be reasonably necessary or advisable to carry out the provisions of this Agreement or any Related Document or to effectuate the consummation of the Transactions, including putting Buyer in possession and operating control of the Purchased Assets and the Business.

Miscellaneous:

Assignment. Seller may not assign this Agreement without Buyer's prior written consent. Buyer may not assign this Agreement without Seller's prior written consent. Subject to this Section 12(a), this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective heirs, executors, successors and assigns.

Entire Agreement. This Agreement, together with all exhibits and schedules hereto and all Related Documents, and the NDA is the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No representation or warranty has been made by or on behalf of any Party, or any officer, director, employee, agent or representative thereof, to induce the other Party to enter into this Agreement or to abide by or consummate any of the Transactions, except the representations and warranties expressly set forth herein or in any Related Document.

Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No failure or delay by any Party in exercising any of its rights or powers under this Agreement shall operate as a waiver of such right or power.

Notice. All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (i) if sent by registered or certified mail, postage-prepaid, and return receipt requested or other means which affords the sender evidence of delivery, or of attempted delivery, or (ii) upon receipt of a confirmed transmission, if sent by email (or on the first Business Day following the date sent if the date sent is not a Business Day), addressed as follows, provided that if notice is given by email, such notice shall also be sent at the same time by registered or certified mail, postage-prepaid, and return receipt requested or other means which affords the sender evidence of delivery, or of attempted delivery:

If to Seller, to:

Asurion UBIF Franchise, LLC
140 11th Ave. N.
Nashville, TN 37203
Attn: Eric Mueller, *Vice President*
Email: Eric.Mueller@asurion.com

With a copy to:

Asurion, LLC
140 11th Ave. N.
Nashville, TN 37203
Attn: Kristy Gaul, *Senior Assistant General Counsel*
Email: Kristy.Gaul@asurion.com

If to Buyer or the Owner, to:

[_____

Attn: _____
Email: _____] ⁶

The addresses so indicated for any Party may be changed by similar written notice. Notices shall be deemed effective as of the date of their receipt, not as of the date of their delivery.

Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be treated as an original and shall constitute a single instrument. Any such counterpart, to the extent delivered by .pdf, .tif or similar attachment to electronic mail will be treated in all respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Severability. In the event that any one or more of the provisions contained in this Agreement or in any other Related Document shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any Related Document so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party.

Sales and Transfer Taxes. All sales, use, transfer or other Taxes or fees (including any penalties and interest) attributable to the transfer of the Purchased Assets ("**Transfer Taxes**"), as well as all charges for or in connection with recording of any document herein provided shall be paid by [_____]. Any Tax Return that must be filed in connection with Transfer Taxes shall be prepared by the Party primarily or customarily responsible under applicable Law for filing such Tax Return and Buyer and Seller shall cooperate in good faith in timely filing all such Tax Returns and paying Transfer Taxes shown to be due on such tax returns.

Expenses. The Parties shall, except as otherwise specifically provided herein, bear their own expenses incurred in connection with the preparation, execution and performance of this Agreement, the Related Documents and the Transactions, including all fees and expenses of the Parties' respective agents, representatives, counsel and accountants.

⁶ We need each Owners' e-mail address for purposes of electronic signatures.

Captions. The captions and headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

No Benefit to Third Parties. Nothing in this Agreement is intended or shall be construed to confer upon or give to any Person other than the Parties and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement; provided, that any Seller Party or Buyer Party (including the Franchisor), who is expressly released or provided with the right of indemnification under Section 7(c), will be an express third party beneficiary thereof.

Governing Law and Jury Trial Waiver. THIS AGREEMENT, AND ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF TENNESSEE WITHOUT REFERENCE TO ANY CONFLICTS OF LAWS OR SIMILAR PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAWS. THE PARTIES HEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

Remedies. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement and the Related Documents are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity.

Amendments. This Agreement may not be amended, modified or altered except by a written instrument executed by all of the Parties.

Interpretive Matters. For purposes of this Agreement (i) the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates; (ii) any reference herein to any contract, license, agreement or order means such contract, license, agreement or order as amended, supplemented or modified from time to time in accordance with the terms thereof; (iii) all Exhibits and Schedules attached to this Agreement are hereby incorporated in and made a part of this Agreement; (iv) all references in this Agreement to any "Section", "Article" or "Schedule" are the corresponding Section, Article or Schedule of or to this Agreement unless otherwise specified; (v) unless otherwise specified, all references to "herein", "hereof", "hereunder" and words of similar import refer to this Agreement as a whole and not merely to any Section or other subdivision in which such references appear; (vi) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that follows it to the specific or similar items or matters following such word; and (vii) any references herein to "made available", "provided," "was provided," "has provided" or words of similar import shall mean such documents or other information that has been provided directly to Buyer in writing no later than two (2) Business Days prior to the Effective Date. The language of this Agreement shall not be construed against any Party, it being understood that all Parties have participated in the negotiation and drafting of this Agreement.

Attorneys' Fees. Should any party be required to bring legal action to enforce its rights under this Agreement, the party substantially prevailing (as determined by the court) in obtaining the relief sought shall be entitled to recover from the losing party its reasonable attorneys' fees and costs in addition to any other relief to which it is entitled.

Public Announcement. No Party shall, without the prior written approval of the other Parties, issue any press release or make any other public announcement regarding this Agreement or the Transactions, except as may be required by applicable Law.

Definitions.

“Activation Date” has the meaning set forth in Section 7(f).

“Adjustment Amount” has the meaning set forth in Section 2(a)(i).

“Adjustment Amount Calculation” has the meaning set forth in Section 2(a)(ii).

“Agreement” has the meaning set forth in the Preamble to this Agreement.

“Assumed Contracts” has the meaning set forth on Schedule 1(a).

“Assumed Liabilities” has the meaning set forth in Section 1(c).

“Business” has the meaning set forth in the Recitals to this Agreement.

“Business Day” means each day other than Saturday, Sunday and any other day on which banks in Nashville, Tennessee are authorized or required by applicable Law to be closed.

“Buyer” has the meaning set forth in the Preamble to this Agreement.

“Buyer Party” has the meaning set forth in Section 7(c)(ii).

“Closing” has the meaning set forth in Section 4(a).

“Closing Date” has the meaning set forth in Section 4(a).

“Code” has the meaning set forth in Section 5(o).

“Disputed Amounts” has the meaning set forth in Section 2(a)(ii).

“Effective Date” has the meaning set forth in the Preamble to this Agreement.

“Employee Benefit Plan” means each pension, retirement, profit-sharing, deferred compensation, stock option ownership, share purchase, severance pay, sick pay, PTO, vacation, bonus, retention, change in control or other incentive plan, medical, vision, dental or other health plan, any life insurance plan, flexible spending account, vacation, holiday, disability or any other employee benefit plan or fringe benefit plan, including any “employee benefit plan,” as that term is defined in Section 3(3) of ERISA and any other plan, fund, policy, program, practice, custom understanding or arrangement providing compensation or other benefits, whether or not such Employee Benefit Plan is or is intended to be (a) covered or qualified under the Code, ERISA or any other applicable Law, (b) written or oral, (c) funded or unfunded, (d) actual or contingent or (e) arrived at through collective bargaining or otherwise..

“Encumbrance” means any mortgage, lien, pledge, charge, security interest, restriction, special assessment, pre-emptive right, transfer restriction, any other restriction or limitation or encumbrance of any kind.

“Environment” means any surface water, ground water, drinking water supply, land surface or subsurface strata, or ambient air.

“Environmental Law” means any federal, state or local law, statute, regulation, rule or ordinance of any governmental authority pertaining to protection of the Environment, and any applicable judicial or administrative orders or determinations relating thereto, which is applicable to the Business, the Leased Premises, or the Purchased Assets.

“ERISA” means the Employee Retirement Income Act of 1974, and any rules or regulations promulgated thereunder.

“Excluded Assets” has the meaning set forth in Section 1(b).

“Excluded Liabilities” has the meaning set forth in Section 1(d).

“Existing Franchise Agreement” has the meaning set forth in Section 4(b)(v).

“Franchisor” means UBIF Franchising Co.

“Fundamental Representations” means the representations and warranties set forth in Sections 5(a), (b), (c), (e)(i), (g) and (m) and Sections 6(a), (b), (c), (d) and (f).

“GAAP” means generally accepted accounting principles consistently applied in accordance with Seller’s past practice.

“HVAC Inspection Report” has the meaning set forth in Section 7(l)(ii).

“Indemnifying Party” has the meaning set forth in Section 7(c)(iii).

“Independent Accountant” has the meaning set forth in Section 2(a)(ii).

“Kick Off Call” has the meaning set forth in Section 7(b)(ii).

“Knowledge” means:

(i) as to Buyer or Owner, with respect to a fact or matter, the actual knowledge of, or notice given to, had or received by Buyer or Owner, or the knowledge that any Owner would have obtained of such fact or matter after making the due inquiry that a prudent business person would have made to reasonably fulfill his or her obligations as an owner of Buyer and in order to gain a full understanding and determination of the accuracy of such fact or matter, or

(ii) as to Seller, with respect to a fact or matter, the actual knowledge of, or notice given to, had or received by [insert specific names], or the knowledge that any such person would have obtained of such fact or matter after making the due inquiry that a prudent business person would have made to reasonably fulfill his or her

obligations as an employee of Seller and in order to gain a full understanding and determination of the accuracy of such fact or matter.

“Landlord” has the meaning set forth in Section 1(e).

“Law” means any federal, state, local, foreign or other statute, law, ordinance, rule, or regulation, including common law.

“Lease Assignment Agreement” shall have the meaning set forth in Section 1(e).

“Leased Premises” has the meaning set forth in Section 5(e)(ii).

“Liability” or **“Liabilities”** means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise.

“LOI” means that certain Letter of Intent dated [_____], by and among the Parties.

“Losses” has the meaning set forth in Section 7(c)(i).

“Material Adverse Effect” means any change, effect, event, circumstance, state of facts, development, condition, matter or occurrence that individually or in the aggregate (taking into account all other such changes, effects, events, circumstances, states of fact, developments, conditions, matters or occurrences) has had, or would be reasonably expected to have, a material adverse change in or material adverse effect on (a) the Purchased Assets, the Assumed Liabilities or the assets, properties, prospects, condition (financial or otherwise) or results of operations of the Business (excluding the Excluded Assets and the Excluded Liabilities), in each case taken as a whole, or (b) the ability of Seller to consummate the Transactions or to perform its obligations hereunder or the Related Documents.

“Materials of Environmental Concern” means any hazardous or toxic substance or waste, solid waste, hazardous waste, pollutant or contaminant, as those terms are defined and regulated under applicable Environmental Laws, including the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, and the federal Resource Conservation and Recovery Act (each, as in effect on the Effective Date), and oil, petroleum products, or any other substance subject to regulation under any Environmental Law.

“Notifying Party” has the meaning set forth in Section 7(c)(iii).

“Objection Notice” has the meaning set forth in Section 2(a)(ii).

“Owner” has the meaning set forth in the Preamble to this Agreement.

“Party” or **“Parties”** has the meaning set forth in the Preamble to this Agreement.

“Payroll Period” has the meaning set forth in Section 4(a).

“Permit” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from any governmental authorities.

“Permitted Encumbrances” means (i) the terms and provisions of the Real Property Leases; (ii) any landlord’s liens or security interests that exist under the terms of the Real Property Leases or pursuant to applicable law; (iii) mechanics’, materialmens’ and other similar liens arising or incurred in the ordinary course of business and incidental to construction, maintenance or operation of any of the Purchased Assets (A) if they have not been filed pursuant to applicable law, (B) if so filed, they have not yet become due and payable or payment is being withheld as provided or allowed by applicable law, or (C) if their validity is being contested in good faith in the ordinary course of business; (iv) any liens for taxes and assessments not yet due and payable, or that are being contested in good faith in the ordinary course of business; (v) Vehicle leases and equipment leases entered into in the ordinary course of business; (vi) purchase money security interests for property to be used in the Business; and (vii) any liens that will be terminated in connection with or prior to Closing.

“Person” means any individual or any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, bank, cooperative or association, entity, or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where context so permits.

“Post-Closing Rent Payments” has the meaning set forth in Section 2(b)(i).

“Pre-Close Period” has the meaning set forth in Section 7(a).

“Purchase Price” has the meaning set forth in Section 2.

“Purchased Assets” has the meaning set forth in Section 1(a).

“Real Property Lease” has the meaning set forth in Section 5(e)(ii).

“Related Documents” has the meaning set forth in Section 5(b).

“Seller” has the meaning set forth in the Preamble to this Agreement.

“Seller Party” has the meaning set forth in Section 7(c)(i).

“Seller’s Inventory” has the meaning set forth in Section 2(a)(i).

“Tax” or “Taxes” means any and all federal, state, local, foreign or other taxes of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any tax authority, including taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation, or net worth, and taxes and other charges in the nature of excise, withholding, ad valorem or value added.

“Tax Returns” has the meaning set forth in Section 5(g).

“Third Party Claim” has the meaning set forth in Section 7(c)(iii).

“Transactions” has the meaning set forth in Section 4(a).

“Transfer Taxes” has the meaning set forth in Section 12(g).

“UBIF Store” has the meaning set forth in the Recitals to this Agreement.

“Vehicles” has the meaning set forth in Section 5(e)(iii).

“Vehicle Leases” has the meaning set forth in Schedule 1(a).

“Vehicle Inspection Report” has the meaning set forth in Section 7(l)(i).

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as to the date first written above.

“BUYER”

[INSERT NAMES]

By: _____

Name: _____

Its: _____

**“OWNERS” (only for purposes of §§ 6, 7, 11
& 12)**

[Insert Owners’ Names; duplicate as needed]

“SELLER”

ASURION UBIF FRANCHISE, LLC

By: _____

Eric Mueller

Vice President & Authorized Signatory

EXHIBIT A
Seller / UBIF Store(s) / Leased Premises /

Store Name, #	Street Address (Leased Premises)	City	State	Zip Code	Leaseholder	Seller (Owner of Purchased Assets)	Buyer

EXHIBIT B
BILL OF SALE AND ASSIGNMENT

BY THIS BILL OF SALE AND ASSIGNMENT (this “**Bill of Sale**”), entered into and effective as of this ____ day of _____, ____, Asurion UBIF Franchise, LLC, a Delaware limited liability company (“**Assignor**”), hereby assigns, transfers, sets over and delivers to [insert Buyer], a [insert state of formation and entity type] (“**Assignee**”), the receipt and sufficiency of which are hereby acknowledged, all of Assignor’s right, title and interest in and to the Purchased Assets, as the same shall exist on the date hereof, free and clear of all Encumbrances (other than Permitted Encumbrances), and Assignee hereby accepts such Purchased Assets, subject to the terms and conditions set forth in the Asset Purchase Agreement dated as of [____], by and between Assignor, Assignee and the other parties signatory thereto (the “**Agreement**”; all capitalized terms used herein, but not otherwise defined herein, have the meanings ascribed thereto in the Agreement). Buyer acknowledges that Seller makes no representations or warranties with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

It is hereby expressly provided that Assignor does hereby warrant and forever defend, all and singular, those items of Purchased Assets unto Assignee, or its successors and assigns, against every person whomsoever claiming by, through or under Assignor, but not otherwise.

The parties hereto agree to execute and deliver such further agreements, instruments and documents and to take such other action as may be reasonably necessary or appropriate to carry out or confirm the purposes or intent of this Bill of Sale.

This instrument may be executed in any number of counterparts, each to be an original, but all of which shall constitute one instrument, and it shall be sufficient if any party hereto executes at least one such counterpart.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Bill of Sale to be executed and effective as of the date first set forth above.

“ASSIGNOR”

ASURION UBIF FRANCHISE, LLC

By: _____
Eric Mueller
Vice President & Authorized Signatory

“ASSIGNEE”

[INSERT BUYER]

By: _____
Name: _____
Its: _____

**EXHIBIT C
LEASE ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this “**Assignment**”) is made as of _____, _____, by and between **Asurion UBIF Franchise, LLC** (“**Assignor**”), and [insert Buyer] (“**Assignee**”).

W I T N E S S E T H:

WHEREAS, Assignor, as tenant, and Landlord are parties to a Lease Agreement (the “**Lease**”), pursuant to which Assignor occupies the real property more specifically described in Exhibit A (the “Premises”); and

WHEREAS, Assignor has entered into a definitive agreement to sell substantially all of its assets associated with its business located at the Premises to Assignee, the closing of such transaction (the “Closing”) to occur upon the satisfaction of certain conditions, including the full execution of this Assignment; and

WHEREAS, effective as of the Closing, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the Lease and the Premises, and to release Assignor from any future obligations related to the Lease and the Premises; and

WHEREAS, effective as of the Closing, Assignee desires to accept such assignment from Assignor and to assume Assignor’s obligations under the Lease and to the Premises.

NOW THEREFORE, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Effective as of the Closing, Assignor hereby assigns, transfers, conveys and delegates to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title, interest, duties and obligations in, to and under the Lease [and all security deposits in the amount of \$_____] and all claims, rights, benefits and privileges, if any, that Assignor may have or to which Assignor may be entitled under or by virtue of the Lease. It is the intention of the parties hereto that Assignee shall have and be vested with all of the same rights, benefits, risks and obligations conferred upon and undertaken by Assignor in the Lease as though, and to the same extent as if, Assignee had been named “Tenant” in the Lease.

3. Effective as of the Closing, Assignee hereby accepts the assignment of the rights, duties and obligations of Assignor in, to and under the Lease [and all security deposits in the amount of \$_____] and assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by Assignor under the Lease.

4. By its execution below, and effective as of the Closing:

(a) Landlord agrees and consents to this Assignment pursuant the terms of the Lease.

(b) Landlord hereby fully releases Assignor from the Lease, including all terms and conditions thereof, and from any interest and obligations relating to the Premises, arising following the Closing. Landlord also fully releases any Guarantors of the Lease from any interest and obligations in connection with the Lease and the Premises relating to post-Closing periods. To the extent that the Lease maintains the Assignor or any Guarantor as responsible for any terms, conditions and obligations under the Lease arising after this Assignment, said terms, conditions and obligations are hereby released and waived by Landlord.

(c) Pursuant to the terms of the Franchise Agreement by and between Assignee and UBIF Franchising Co. ("**Franchisor**"), under which Assignee operates its business at the Premises, Assignee may be required to change its trade name to a similar trade name utilized nationally or regionally by Franchisor. Landlord agrees that Assignee shall have the right to change its trade name, in accordance with the Franchise Agreement, with prior written notice to Landlord, and Landlord hereby approves the trade names "uBreakiFix by Asurion," "uBreakiFix," "ASURION TECH REPAIR & SOLUTIONS," for Assignee's use during the Term of the Lease.

(d) Landlord certifies that the "rent commencement date" of the Lease was _____, and the expiration date of the current term of the Lease is _____.

5. If the Closing does not occur, this Assignment shall be null and void.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the day and year first above written.

“ASSIGNOR”

ASURION UBIF FRANCHISE, LLC

By: _____
Eric Mueller
Vice President & Authorized Signatory

“ASSIGNEE”

[INSERT BUYER]

By: _____
Name: _____
Its: _____

Landlord hereby acknowledges and consents to the assignment of the Lease pursuant to the foregoing:

“LANDLORD”

Printed Name: _____

By: _____
Name: _____
Its: _____

SCHEDULE 1(a)
Purchased Assets

The Purchased Assets, excluding the Excluded Assets, are as follows:

1. All furniture, fixtures, machinery, parts and inventory, tools, equipment, leasehold improvements, software (excluding data not relating to the Business, which Seller shall remove from computers included among the Purchased Assets, if any, prior to Closing), any existing landline phone system, and other tangible personal property used in the Business, including those assets specifically described, together with all manufacturers' warranties pertaining to the same, to the extent that such warranties may exist and are assignable;
2. All of Seller's goodwill relating to the Business;
3. All transferable Permits, certificates, accreditations, orders, and ratings of all federal, state, or local government or regulatory authorities which relate to the Business and which are held by Seller;
4. Any and all rights of Seller which by their terms are transferable and which arise under or pursuant to warranties, representations and guarantees made by suppliers in connection with the Purchased Assets;
5. All raw materials, supplies, packaging materials, purchased products, finished goods and all other goods, merchandise and materials, including parts and accessories and inventory, owned by Seller;
6. All unbilled work in process and all work completed, marked as "ready for pickup" but not picked up and paid for by customer or National Account partner within the sixty (60) days following the Closing;
7. All client records, correspondence and any other records relating solely to the continued operation of the Business and located at the Stores;
8. Telephone numbers, email addresses, accounts, contacts, client lists, URLs, Seller's social media accounts, Seller's trade names;
9. All contracts listed on Schedule 5(h), including the Real Property Lease and any leases for any vehicles that are in good condition and working order (reasonable wear and tear excepted) used in connection with the Business ("**Vehicle Leases**"), other than the Excluded Contracts set forth on Schedule 1(b) ("**Assumed Contracts**");
10. All Vehicles used in connection with the Business that are in good condition and working order;
11. All rights to the payments described in Section 2(a) for which Buyer is giving Seller credit as part of the Adjustment Amount; and

12. Copies of all books, records, files, ledgers, lists, correspondence, manuals, notes, and documents solely related to the Business or any of the Purchased Assets and located at the Stores.

SCHEDULE 1(b)
Excluded Assets

Items of Personal Property:

1. Computers⁷
2. Any mobile phones provided by Seller
3. Meraki devices

Excluded Contracts:

1. The Existing Franchise Agreement
2. Internet service agreements
3. Phone service agreements
4. Security service agreements
5. Vehicle GPS tracking service agreements
6. Any Vehicle Leases relating to vehicles that are not in good working condition and not brought into good repair in accordance with Section 7(l)
7. The Asset Purchase Agreements and related documents by which Seller acquired the Business.

⁷ The Parties to discuss if any computers are included as Purchased Assets.

SCHEDULE 2(a)(i)
Seller's Non-Consigned Parts Inventory

Store Name	Value of Seller's Non-Consigned Parts Inventory
	\$
	\$
Total	\$

SCHEDULE 3
Allocation of Purchase Price

1. Inventory: \$ _____
2. FF&E: \$ _____
3. Goodwill: \$ _____

SCHEDULE 5(e)(ii)
Real Property Lease

Landlord	Tenant	Store Name, #	Lease Date	Amendment Dates	Street Address (Leased Premises)	City	State	Zip Code

SCHEDULE 5(h)
Assumed Contracts

[List of all necessary Contracts, including Approved Vehicle Leases, any indebtedness, any utility accounts other than internet and phone service, and any B2B arrangements which Seller requests that Buyer assume. Complete table below for each leased Vehicle]

- 1.
- 2.
- 3.

___ The Vehicle Leases for the following:

Year, Make, Model	VIN #	Odometer Reading

Exhibit P

Automotive Rentals, Inc. Lease Documents

PARTICIPATION AGREEMENT



Lessee
Attn:
Lessee Address

Subject: Participation Agreement which establishes the terms and conditions under which ARI will provide lease and fleet management services to Lessee established May 13, 2021, including each Amendment thereto ("Participation Agreement"), between Automotive Rentals, Inc./ARI Fleet LT (collectively "ARI") and _____, a [state] limited liability company, with an address at _____ ("Lessee") and _____, with an address at _____ ("Guarantor").

Dear _____:

ARI and UBIF Corporate Stores Co., a Florida corporation, with a place of business at 2121 S. Hiawasse Road, Suite 120, Orlando, Florida 32835 ("UBIF") entered into a contractual relationship that enables ARI to offer vehicle leasing and fleet management services to Lessee (collectively the "Services") under this Participation Agreement.

By signing this Participation Agreement, Lessee agrees to take on the duties, terms and conditions, obligations and liabilities under this Participation Agreement, and all Schedules and Exhibits attached hereto, with respect to any vehicle(s) contemplated under this Participation Agreement. The person executing this Participation Agreement warrants that he/she has the authority to bind Lessee and represents that he/she has read the terms and conditions of the Exhibit A, and further warrants that the Lessee will be bound by and adhere to the terms and conditions of the Participation Agreement including, without limitation, the indemnity and insurance provisions. Lessee desires to participate in the Services at the pricing indicated in Exhibit A. Lessee agrees to execute a TRAC Certification as attached hereto as Attachment I. Lessee and ARI acknowledge and agree that Lessee shall be responsible for all rights, obligations, liabilities, indemnities, insurance obligations and performance or the like arising directly or indirectly from its participation in the Participation Agreement or with respect to such leased vehicles or fleet management services. Lessee agrees not to provide any personal information on the owners or employees of the franchise to ARI including, but not limited to, such person's personal name, home address, phone number and email address.

IN NO EVENT SHALL UBIF BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES FOR ANY CLAIM RELATING TO THE PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS UNDER THIS PARTICIPATION AGREEMENT.

Guarantor does hereby irrevocably and unconditionally guarantee the full, faithful and timely payment and performance by Lessee of all of the payment obligations of the Lessee arising under this Participation Agreement. If Lessee shall default at any time in the payment of any fees or any

other sums, costs or charges which are due or may become due by the Lessee under this Participation Agreement, then Guarantor, at its sole expense, shall promptly fully and promptly pay to ARI all such fees, sums, costs and charges due from Lessee under this Participation Agreement.

Please evidence your agreement with the foregoing by signing this form in the space provided below. If you should have any questions, please feel free to contact me.

Very truly yours,



Daniel Willard
Director – Financial Services

Accepted and agreed

Lessee

Automotive Rentals, Inc./ARI Fleet LT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Guarantor

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT A TO THE PARTICIPATION AGREEMENT
LEASE AND FLEET MANAGEMENT SERVICES TERMS AND
CONDITIONS**

Parties

These Lease and Fleet Management Services Terms and Conditions ("Terms") are hereby accepted as of the date the Participation Agreement is signed, by and among ARI Fleet LT, a Delaware business trust, hereinafter called "ARI Fleet" and Automotive Rentals, Inc., a New Jersey corporation, located at 4001 Leadenhall Road, PO Box 5039, Mt. Laurel, New Jersey 08054, hereinafter called "ARI"; and the franchisee owner/operator of the uBreakiFix store which has executed such Participation Agreement ("Agreement"), hereinafter called "Lessee". ARI and ARI Fleet are at times referred to herein, individually or collectively as the context may require, as the "Lessor".

WITNESSETH THAT

The parties hereto intending to be legally bound hereby agree as follows:

Lease of Vehicles

ARTICLE 1. The Lessee shall lease new vehicles hereunder as may be from time to time ordered by it in accordance with the provisions hereof. The Lessor of each vehicle leased hereunder will be either ARI or ARI Fleet, as indicated on the individual Motor Vehicle Lease Agreement in the form attached hereto and marked Exhibit I ("MVLA"), pertaining to such vehicle. All vehicles leased hereunder shall be owned by, and titled and/or registered in the name of the Lessor. Should ARI Fleet be named as Lessor, ARI shall act as servicer in providing all duties under the Agreement. Each MVLA (including the portions of the Agreement incorporated therein by reference) issued hereunder is and will be an agreement of lease only and Lessee has no right or option to purchase the related vehicle at any time. Notwithstanding the fact that the parties to the Agreement intend to create a true lease and not a security agreement, to the extent that any court may determine that the Agreement or any MVLA is intended as security, Lessee hereby grants to Lessor a security interest in all of Lessee's right, title and interest in and to the vehicle leased pursuant to each MVLA issued hereunder and in all proceeds, products and substitutes or replacements thereof.

Ordering, Delivery and Acceptance of Vehicles

ARTICLE 2. a. Lessee shall furnish written orders for vehicles to be leased hereunder, specifying make, model, equipment, and delivery point within the United States of America, excluding the Commonwealth of Puerto Rico. For vehicle deliveries in Puerto Rico, Lessor shall advise the cost of such vehicles for Lessee's acceptance. Purchases from dealer inventory (stock purchases) will be priced as indicated on Exhibit B.

b. Lessor agrees to deliver such vehicles to Lessee, subject to Lessor's ability to obtain sufficient vehicles of the type ordered in the time specified by Lessee, and subject to any other contingency beyond the control of Lessor. Lessor shall not be obligated to purchase and deliver any vehicles unless Lessor has accepted Lessee's request for such delivery.

c. Lessee will inspect each delivered vehicle prior to acceptance of a vehicle and such vehicle shall become subject to the Agreement upon the earlier to occur of: (i) movement of the vehicle from the delivery location by Lessee other than for purposes of a test drive or (ii) the failure of Lessee to report any defects (defects do not include physical damage to vehicles which occurred after delivery of such vehicle) within two (2) business days after delivery of such vehicle. Any defect will be repaired by a dealer under the applicable vehicle warranty. Lessee agrees to accept delivery of each vehicle ordered promptly upon notice of availability from

Lessor's delivering agent. After acceptance of each leased vehicle, Lessee shall incur a lease activation fee of [REDACTED] per vehicle.

Vehicle Lease Term

d. The term over which each vehicle leased hereunder will be depreciated shall be for the period as specified in Exhibit B ("Depreciation Period"), or such other period mutually agreed upon. The initial lease term, commencing on the date that such vehicle is delivered by Lessor to Lessee, shall be for a minimum of 367 days for passenger and light duty vehicles up to 10,000# GVW and a minimum of 24 months for vehicles over 10,000# GVW. After the initial lease term, an extension of the lease on a month to month basis shall be presumed until the Depreciation Period specified in Exhibit B shall expire, unless termination with respect to the subject vehicle occurs as otherwise provided hereunder.

With the Lessor's consent, at the expiration of the Depreciation Period as specified in Exhibit B, the lease shall be extended on a month to month basis as provided for in Article 4c herein until terminated by written notification from Lessee to Lessor.

Receipt Forms

ARTICLE 3.a. Lessee or its representatives shall execute a Courtesy Delivery/License and Title Instruction form, in the form attached hereto and marked Exhibit II, which shall be supplied by Lessor to Lessee's representative and the delivering dealer.

Individual Motor Vehicle Lease Agreement

b. Upon delivery of each vehicle, Lessor shall deliver to Lessee an MVLA identifying the vehicle, setting forth the monthly rental payments to be made with respect thereto, as determined under Article 4, the date delivered and other appropriate information as provided for in said form. The MVLA for each vehicle will also indicate whether the Lessor for that vehicle is ARI or ARI Fleet. The placing by Lessee of the order to lease a vehicle shall, subject to review and audit of the MVLA relating to the vehicle for plain error, legally bind the Lessee to all the terms, provisions and obligations set forth in such MVLA, to the same extent as though Lessee had physically executed such MVLA.

c. For convenience, the Terms provide certain standard terms and conditions that shall govern the terms of the lease of each vehicle under each MVLA. The terms of the Terms will therefore be incorporated by reference into each MVLA. For purposes of this incorporation by reference, all references herein to Lessor, unless the context otherwise requires, shall be deemed to refer to whichever of ARI or ARI Fleet is designated as the Lessor under the MVLA.

d. Each MVLA will be a separate, independent lease agreement relating solely to the vehicle or vehicles named therein. Each MVLA will therefore be separate and distinct from each other MVLA and any other agreement between Lessee and ARI and/or ARI Fleet. Lessee, ARI and ARI Fleet each agree to treat each MVLA for all purposes in such manner.

Payments

ARTICLE 4.a. Lessee agrees to pay Lessor, at Mt. Laurel, New Jersey, or its Assignee as described in Article 7 and Exhibit D, or as otherwise specified in writing by Lessor, monthly rental payments for the use of each vehicle hereunder during the term of the lease and such other amounts due in conjunction with the Fleet Management Services described in Article 14.

b. All invoices from Lessor to Lessee, whether for lease rental, for Fleet Management Services or otherwise, shall be sent electronically with payment due and payable on or before the fifteenth (15th) day of each month during the term of the lease, WHICH TIME SHALL BE OF THE ESSENCE. Lessee shall pay Lessor a late payment penalty in the amount of one and a half percent (1 1/2%) or the highest legal interest rate, whichever is less, per month or fraction thereof.

of any invoice the payment of which is not in the possession of Lessor, or Assignee, by the due date. Should Lessee request that Lessor adopt a third party or non-standard billing process, Lessor reserves the right to charge a reasonable processing fee to accommodate such request.

Monthly rental payments for each vehicle shall begin on the first day of the first full calendar month following the delivery of the vehicle and shall cease accruing at the end of the last full calendar month prior to the day the vehicle is surrendered. Lessee agrees that it will pay an interim rent charge in the amount of the monthly rental payment for the full month in which each vehicle is delivered. In addition, Lessee agrees to pay an interim rent charge for the full month of surrender in an amount equal to the monthly rental payment. Lessee agrees to pay to Lessor interim financing from the date Lessor is invoiced by the manufacturer, or the applicable vehicle source of supply, for each vehicle to the date preceding the day of delivery. The interest rate charged for such interim financing shall be the then current prime rate of interest.

c. For each leased vehicle during the Depreciation Period, the monthly rental shall be computed as set forth in Exhibit C herein.

d. Should Lessee request Lessor to have a vehicle upfitted after production by the vehicle manufacturer, and it shall become necessary or desirable for Lessor to pay for such vehicle, Lessor, in such event, may charge Lessee an interim financing amount, and the cost of such interim financing is to be the then current prime rate of interest as set forth in the "Money Rates" section of The Wall Street Journal. All incomplete units thus acquired shall, with the exception of the payment of rentals, be subject to the Terms; including but not limited to, the indemnity provisions of Article 17 hereof.

e. For each leased vehicle remaining in service on a month-to-month basis after the completion of the Depreciation Period, the monthly rental shall be [REDACTED].

Capitalized Value

ARTICLE 5. The Capitalized Value for each leased vehicle listed on Exhibit B shall consist of the sum of the following amounts:

a. The vehicle manufacturer's invoice price to its dealers plus a Procurement & Handling amount for each vehicle as indicated on Exhibit B. For vehicle makes other than those listed on Exhibit B, Lessor shall advise the cost of such vehicles for Lessee's acceptance.

b. The amount of the cost of vehicle upfitting requested by Lessee plus the Procurement & Handling amount of 2%.

c. Lessor's reasonable cost of any optional equipment and/or accessories requested by Lessee which are not furnished or included by the vehicle manufacturer and additional reasonable transportation charges incurred by reason of a change of delivery point requested by Lessee prior to delivery.

Costs Paid by Lessee

ARTICLE 6. Lessee shall be responsible for the cost of state and local inspections, license tags, plates, and any certificates of title, notary fees, lien recording fees, clerk fees, registrations and any other compliances or regulations required by law whether local, state or federal, and all federal, state and local taxes (including personal property taxes) not included in the cost of the vehicle as defined in Article 5. The above shall include, but not be limited to, California Air Resources Board Regulations with regards to vehicle emissions. In addition, Lessee shall be responsible for insurance as set forth in Article 16.

Assignment of Rentals

ARTICLE 7. Lessor may assign all rights, title and interest of Lessor in and to each MVLA and all monies due and to become due to Lessor under the Agreement to a financing institution (hereinafter called "Assignee"); provided, that, Lessor shall remain the agent for such Assignee and Lessee shall only be required to interact with one entity with respect to an MVLA,") and in the event of such assignment, Lessee will pay direct to such Assignee, if so directed by Assignee in writing, all payments due and to become due with respect to all matters under such MVLA and with respect to all monies due under the Agreement; such Assignee's right to payment of all undisputed sums due thereunder shall not be subject to any defense by Lessee, except payment to the Assignee and as otherwise provided herein. No such assignment shall relieve Lessor of its obligations under the Agreement.

In the event of any such assignment, the liability of Lessee to pay rental to the Assignee shall not be terminated, notwithstanding anything herein contained to the contrary, unless the Assignee shall have been paid the full depreciated value for such vehicle as set forth in the MVLA.

Vehicle Replacement

ARTICLE 8. a. Lessee may at any time, after the minimum lease terms described in Article 2d, require Lessor to replace any vehicle pursuant to the Agreement by giving to Lessor written notice of intent, which notice shall contain the same information as is required for a delivery order by Article 2a of the Terms, and shall state, in addition, that the vehicle to be delivered is in replacement of a specifically identified vehicle presently leased, which will be surrendered to Lessor upon delivery of the replacement vehicle. The lease as to such replaced vehicle shall terminate upon surrender to Lessor of the replaced vehicle.

Vehicles Not Replaced

b. Lessee may at any time, after the minimum terms described in Article 2d, retire from service any vehicle leased pursuant to the Agreement without replacement by giving to Lessor advance written notice stating when said vehicle will be surrendered to Lessor, in accordance with Article 9 herein. The lease as to such vehicle shall terminate upon the date Lessor takes possession of said vehicle, or in the event Lessor agrees a vehicle is not to be surrendered to Lessor, the lease as to such vehicle shall terminate upon the date of Lessor's receipt of all necessary sale paperwork from Lessee.

Surrender Upon Replacement or Retirement

ARTICLE 9. Upon replacement or retirement of any vehicle leased hereunder, Lessee shall surrender possession of such vehicle to Lessor at a point mutually agreeable by Lessee and Lessor.

Disposition Upon Sale of Vehicles

ARTICLE 10. a. Lessor shall sell every vehicle leased hereunder after possession thereof shall have been surrendered by Lessee as provided in Article 8. Upon sale of a leased vehicle, Lessor shall retain out of the sale price any costs which it may have incurred in transportation and marketing of the vehicle, fees paid (including auction fees), a used vehicle termination fee of [REDACTED], and repairs or replacements necessary to merchandise the vehicle, to arrive at the net resale proceeds for calculation of rental adjustments.

b. Lessor shall pay to Lessee as a rental adjustment, 100% of any excess of the net resale proceeds over the depreciated value of the vehicle. If the net resale proceeds are less than the depreciated value of the vehicle, Lessee shall pay to Lessor as rental adjustment the amount of such deficiency, provided that Lessor shall guarantee to Lessee minimum net resale proceeds equal to 20% of the Capitalized Value at the beginning of the initial lease term. If Lessee elects to extend beyond the initial lease term, Lessor shall guarantee 20% of the depreciated value of the vehicle at the inception of the concluding month's extension period.

Depreciated Value

c. The depreciation percentage shall be that percentage amortized over the entire Depreciation Period such that at the end of the Depreciation Period the vehicle's depreciated value is fully amortized. The depreciated value of each vehicle shall be the Capitalized Value less the "total depreciation reserve" paid by Lessee. The "total depreciation reserve" shall be the amount of depreciation included in the monthly rental payment paid by Lessee for the number of months a vehicle was in billed service and paid by Lessee. Such rental payments shall be computed on an amortized level pay basis such that as the interest component decreases the principal shall increase while at all times the rental payments remain constant. Any applicable interim rent charges do not apply towards the depreciated value.

Use of Leased Vehicles

ARTICLE 11. Lessee may use the vehicles leased hereunder at any and all times for any and all legal purposes. Title to each vehicle leased hereunder shall remain in Lessor, but Lessor shall have no control or supervision of the operation of any vehicle leased hereunder. Nothing herein contained shall authorize Lessee or any person to operate or otherwise use any vehicle contrary to law or to incur any liability or obligation on behalf of Lessor or UBIF Corporate Stores. Lessor reserves the right to charge Lessee a reasonable processing fee for any violation, summons or citation issued against any Lessor leased vehicle and/or for any new titles which must be obtained due to driver state changes, providing Lessee is not on an administrative program which administers such changes.

Lessee agrees that it may modify, add or alter all or part of any vehicle leased hereunder by approved post-manufacture upfitters. Lessee shall not cause any lien to be attached to any equipment installed on a leased vehicle without the prior written consent of Lessor.

Registration

ARTICLE 12. For those vehicles not enrolled in the Licensing Management Program, Lessor will deliver to Lessee, not later than fifteen (15) days prior to the expiration of the first and any subsequent license period, documents which may be necessary for Lessee to obtain state license tags, certificates of title and similar permits for the authorized operation of the vehicle, which certificates and permits shall indicate that ownership of said vehicle is in Lessor. When obtained, such certificates and permits, unless required to be carried in the vehicle, shall be sent by Lessee to Lessor. Lessee shall notify Lessor if documents to obtain state license tags, certificates of title and similar permits for the authorized operation of the vehicle are not received by Lessee or Lessee's representative ten (10) days prior to the expiration of same.

Responsibility for Maintenance

ARTICLE 13. Except for the maintenance administrative responsibilities defined in these Terms (specifically Article 14), neither ARI nor ARI Fleet shall have responsibility for the maintenance and upkeep of any vehicle leased hereunder after it is delivered to and accepted by Lessee and until such time as Lessor thereafter accepts possession of the vehicle as provided in Article 9 herein; during such time, Lessee shall maintain, service and keep in good repair, ordinary wear and tear excepted, each vehicle at its own expense.

Fleet Management Services

ARTICLE 14. ARI shall provide to Lessee the following services in accordance with the requirements set forth herein. ARI shall provide these services at the pricing indicated below.

A) MAINTENANCE MANAGEMENT PROGRAM

This program is designed to relieve Lessee from the daily task of administering its fleet. ARI becomes the liaison with the Lessee's drivers. Purchases are billed monthly for all expenses incurred under the Program. ARI shall make available to Lessee various reports compiled from the information accumulated by ARI with regards to this Maintenance Management Program. A six percent (6%) administrative handling fee will be charged for the use of independent repair facilities. (6% of transaction amount).

Services include:

Enrollment in the Preventive Maintenance Program, Warranty Recovery Program and 24-Hour Roadside Assistance Program, all defined below.
Individual driver handbooks on Standard Program Operating Guidelines.
Control and approval of all servicing requirements by certified technicians.
The maintenance of individual vehicle daily operating records.
ARI knowledge and experience in Fleet Management.
Direct communication with drivers via a national toll free number.
A 2.5% National Account Rebate shall be credited monthly to Lessee for those facilities specifically listed on Exhibit E.

(i) Preventive Maintenance Program

This program is designed to minimize the administration of scheduled maintenance. A tailor-made preventative maintenance schedule is supplied for redemption at recognized nationwide service centers. All purchases under this program are billed monthly to the Lessee. Lessee shall be responsible for the destruction of all preventative maintenance schedules and/or any and all purchases made with such preventative maintenance schedules, regardless of when such purchase occurs.

(ii) Warranty Recovery Program

ARI will attempt to recover for Lessee financial adjustments from the manufacturer on repairs performed beyond the new vehicle and component warranty agreement.

(iii) 24-Hour Roadside Assistance Program

The program provides your fleet drivers with the security and convenience wherever and whenever they travel in their ARI-covered vehicle. Lessee shall be responsible for all costs, expense, loss or liability arising out of the use and operation of the vehicle(s) and/or services provided hereunder.

This program includes:

24-Hour Toll-Free ARI Assistance Line
24-Hour Emergency Tow Service
Administer Repair of those Vehicles outside of OEM network

B) WEX CARD PROGRAM

This electronic fuel card program is designed to provide the Lessee with a more convenient and secure method of purchasing gasoline for commercial vehicles through the use of point of sale data transfer and enhancing Lessee's ability to control credit card usage. This program is not available for vehicles in Puerto Rico.

Establishment of Account: ARI shall establish for Lessee a credit card account under this program. Lessee agrees that this account will only be used for the purchase of products and services for business purposes. ARI will issue or cause to be issued a credit card (the "Card") under this program. Lessee agrees to pay any merchant who honors the Card, and, upon

assignment of Lessee's obligations to ARI, agrees to pay ARI, all in accordance with the terms of the Agreement. Credit granted pursuant to the Card may include: (a) ARI's purchase of Lessee's credit obligations arising from third parties honoring the Card, and (b) ARI's agreement to assume directly and pay Lessee's obligations arising out of the use of the Card.

Credit Cards: ARI shall issue the Cards for use by those individuals or those vehicles to be identified by Lessee. Unless earlier revoked or canceled, all credit cards shall be valid through their respective expiration dates. Lessee may request the issuance of additional credit cards, the cancellation of existing credit cards, or changes in authorized use thereof. ARI may issue renewal credit cards prior to the expiration date and all such renewal or additional credit cards shall be subject to the terms of the Agreement as then in force. Lessee agrees that this program controls all purchases made on the account by Lessee or any person who uses Lessee's Card or account. Lessee agrees that the use of the Cards and the applicable driver identification number will constitute authorized use for all purposes. Lessee agrees that use of the Card (with a driver identification number), and the corresponding entry of sales data into the card system will evidence Lessee's agreement to pay for such purchases. Lessee will promptly notify ARI of the loss, theft or unauthorized use of the Card or account by telephone or wire. Upon receipt of such notification, ARI will cancel the Card within two (2) business days of notification. Lessee's liability for purchases made on the Card will cease after two (2) business days from the date ARI receives notification to cancel the Card.

Fleet Information and Credit Cards: The Fleet Contact Person designated by Lessee is authorized to provide ARI with the information necessary to initially establish Lessee's account records and credit cards. ARI is also authorized to send to the Fleet Contact Person's attention all account summary information and credit cards so produced. In addition, the Fleet Contact Person is the individual designated by Lessee to provide all fleet vehicle, driver and other information requested. Unless Lessee reports any errors in the account information or credit cards within three (3) business days of its receipt thereof, ARI shall be entitled to rely on such information and credit cards for processing Lessee's account.

Management Reports and Disclaimer: ARI shall provide Vehicle Analysis Reports and other management reports based upon transactions and information reported to it. ARI shall use its best effort to ensure the accuracy and completeness of all reports.

Electronic Transaction Authorization Control: Lessee understands that the authorization control ("Control") established by Lessee will restrict the Card transactions to the limits and transaction types determined by Lessee during the program implementation process or thereafter provided by Lessee in writing. If any such Control is exceeded in an account, subsequent transactions will be declined. Lessee acknowledges that Controls may not include manual transactions which may not register with the computerized communication link in the WEX database system and that Lessee will be responsible for the total actual amounts incurred for all transactions.

ARI shall not be responsible for any loss, liability or damage Lessee may suffer which arises from or relates to or is in any way connected with the Control implemented pursuant to this program. The existence and/or use of the Control shall not affect the responsibility of Lessee for unauthorized use of the Cards or for transactions resulting from unreported lost or stolen Cards, as well as transactions occurring during the cancellation period of any Card.

State Tax Exemption Stipulations: Should Lessee be state or local tax exempt, ARI can request that WEX provide available state/local tax data on the transaction data file sent to ARI. Lessee can use the reporting provided by ARI with the additional tax data from WEX to file for fuel tax refunds. ARI will not prepare or file state/local fuel taxes on behalf of Lessee. ARI/WEX will not exempt state/local fuel taxes for fuel transactions.

C) FLEET ADMINISTRATION PROGRAM

ARI shall provide to Lessee certain services as outlined herein in order to effectively manage and centrally control Lessee's vehicles.

Driver Contact Center: ARI shall provide a toll free phone number to each vehicle operator in order to contact a team of fleet contact center administrators for assistance relating to their company vehicle. Guidance supplied by the contact center administrators will be customized based on Lessee's defined policies and procedures.

New Vehicle Ordering: ARI will administer the ongoing ordering of Lessee's company vehicles. Responsibilities will include replacement list identification, managing and submitting new vehicle orders, management of electronic driver web ordering, and associated driver/field communications.

Driver and Field Communications: ARI will assume responsibility for driver/field communications. In addition to a toll free phone number, ARI shall provide a Lessee specific custom email address in order to contact Lessee's ARI assigned resources for driver/field inquiries. Services provided will include all driver communications and associated functions related to Lessee's contracted programs or services, such as ordering status updates, fuel cards, vehicle purchases, and maintenance packets. ARI will provide custom visor cards or window stickers for each vehicle Lessee maintains enrolled in FAP program.

Additional Services: ARI will manage the following services:

- Surplus vehicle management, including transport, storage, and disposal.
- Insurance card administration, including managing renewal process and distribution of electronic cards.
- 3rd party vendor communications.
- Maintenance repair approvals based on Lessee's defined criteria.
- Inventory management, including ARI *insights*® updates and vehicle termination processing.

D) GEOTAB TELEMATICS PROGRAM

ARI, in conjunction with Geotab Inc. ("Geotab"), agrees to provide to Lessee the Telematics Program as described herein. The Telematics Program will consist of items and services provided by Geotab (hereinafter, "Services").

The features and deliverables of the program are as defined below:

Features:
Manage all activations, deactivations, transfers, and replacements
Coordinate the installation of devices on new vehicles through the upfit process
Coordinate all field installs with fleet manager and/or local site contacts
Order and deliver telematics devices and manage the device identification information in ARI <i>insights</i> ®, which will link the device to a vehicle. ARI will automatically populate and maintain the telematics device identifications through an automated synchronization process of devices installed which is based on matching vehicle identification numbers
ARI will include the costs of telematics equipment and installation into the capitalized cost of newly leased vehicles through ARI
Define and configure the standard Geotab reports as defined by the Lessee
Integration of telematics data into the ARI <i>insights</i> ® web based system for use in the standard telematics alerts, KPI's, reports and dashboards
ARI will deliver reports that leverage the telematics data captured through Geotab's integration with other vehicle and Lessee data
User training on the Geotab software
First level support for software and hardware via ARI's CIS helpdesk
Deliverables:

Ford Basic Plan:
Available data sent at Ignition ON and Ignition OFF only, or after 24 hours of inactivity
VIN
Ignition
Odometer
Tire Pressure
Collision Event
Base Plan:
Location tracking
Driver speed tracking (threshold and posted – GPS calculated)
Idle time tracking (GPS calculated)
Create, edit and import Geofence zones
Versatile rules engine for defining exceptions
E-mail alert notifications and reports
Odometer (GPS calculated)
In-cab audible alerts
Basic drive behavior (speeding and idling – GPS calculated)
Hours of Service Plan (in addition to Base Plan):
Geotab Drive* Application for Hours of Service (HOS), Electronic Logging Device (ELD) and Daily Vehicle Inspection Record (DVIR) functionality
ELD/HOS support
Pro Plan (including OEM – in addition to Base Plan and HOS Plan):
Advanced driver behavior (speeding, idling, harsh braking, sharp cornering, over-acceleration, seat belt usage, vehicle in reverse*, over-revving) (*Not presently offered by GM)
Engine data and engine faults
Accelerometer and driver behavior data
Accident data* (*Ford currently has accident notification; GM will have in future; neither OEM offering is compatible with accident reconstruction at this time)
Seatbelt data
ProPlus Plan (in addition to Base Plan, HOS Plan and Pro Plan):
Active tracking (live vehicle location)
Limited lifetime warranty

*Geotab Drive requires the use of an Android or iOS powered tablet or mobile phone with a data plan. Tablet and plan not included.

Lessee will provide/do the following in connection with the Services: (a) designate an employee to become the key coordinator; (b) use and operate the Services in accordance with any instructions provided by Geotab; (c) follow all of the then-current, applicable policies made available to the Lessee; (d) abide by all requirements now or hereafter imposed by Geotab for the Services; and (e) the Service is for Lessee's use only and Lessee may not resell the Service to any other party. Without prior written consent, Lessee will not (a) allow the devices to become installed in, affixed to, or made part of any other goods or items or real property other than an on-road automotive vehicle; (b) attach to or install on the devices any accessory, attachment, or other device that would impair the originally intended function, operation or good working order of the devices; or (c) make any modifications to the devices. Lessee will be required to enter into an End User Agreement with Geotab at <https://my.geotab.com/eula.html> upon activation of the services. Those terms and conditions shall govern the use of the products and services provided by Geotab.

ARI recommends that all Lessees review and follow Geotab's installation instructions, and ARI recommends that a professional install of the Geotab telematics device, and the use a "T" harness, along with cable ties to secure connections between the device, harness and the OBD, and to secure the device and harness under the dash, clear of vehicle controls. Engaging a professional installer and following Geotab's installation instructions builds on Geotab's plug-and-play feature, to help promote reliability and durability. Geotab's installation instructions can be found at: <https://www.geotab.com/installation-documentation/>. For information on T-

harnesses and installation, see: <https://www.geotab.com/blog/ultimate-guide-geotab-telematics-harnesses/>. For cybersecurity purposes, please copy and paste those links onto your web browser, in order to be guided to them. Your Geotab professional installer should be familiar with these guidelines. Lessees who do not engage professional installers or who do not follow Geotab's guidelines, assume all foreseeable risk by not engaging a professional or following guidelines.

By entering into this program, Lessee agrees to the terms and conditions set forth below:

1. Third Party Products and Services:

Certain functions of the Geotab products or services require the use of third party products such as wireless communication services. Geotab and ARI have no obligation or liability whatsoever in respect of such third party products or services or in the event a third party product or service provider is replaced or substituted with another provider for any reason whatsoever.

- a. Lessee must not use any equipment in connection with the wireless services other than equipment provided by Geotab and which is approved and certified by the third party provider ("Carrier"). Lessee must only insert SIMs and similar devices into equipment approved by the Carrier.
- b. Lessee acknowledges and agrees that any requests to activate, deactivate, temporarily suspend or make any change to the wireless services or the SIMs will be accepted by the Carrier only from Geotab, therefore Lessee agrees to submit any such requests to ARI for transmission to Geotab.
- c. Subject to number portability rules under applicable law, ARI and Lessee have no property rights in any number assigned to Lessee by the Carrier or by Geotab and Lessee understands that any such number can be changed from time to time.
- d. Lessee acknowledges that wireless services may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission facilities. Lessee agrees that Geotab and the Carrier shall not be responsible for such interruptions of wireless services or the inability to use the wireless services within or outside the territory serviced by the Carrier or its roaming partners. Lessee understands that the Carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the wireless services.
- e. Lessee expressly understands and agrees that the liability and obligations of Geotab or the Carrier are strictly controlled and limited by the Carrier's tariff, if any, and the laws, rules and regulations of the applicable governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Lessee's exclusive remedy and the total liability of Geotab or any supplier of services to Lessee arising in any way in connection with the wireless services, for any cause whatsoever, including but not limited to any failure or disruption of wireless services provided, shall be limited to payment by Geotab of damages in an amount equal to the amount charged to Lessee for the applicable wireless services. In no event shall Geotab or the Carrier be liable for any cost, delay, failure or disruption of wireless service, lost profits, or incidental, special, punitive or consequential damages.
- f. In no event shall Geotab or the Carrier be liable for the failure or incompatibility of equipment utilized by Lessee in connection with the wireless services. Lessee shall use equipment at its own risk.
- g. Lessee's wireless services may be temporarily suspended or permanently terminated upon little or no notice in the event that Geotab's agreement with the Carrier is terminated. Lessee waives any and all claims against Geotab and the Carrier for such suspension or termination.
- h. Lessee agrees that Geotab may change, modify or amend these terms at any time upon providing Lessee with a prior written notice of 15 days.

2. Geotab Warranties and Indemnities

Product Warranty. Geotab will extend to Lessee the product warranty set forth in Geotab's End User Agreement, which is available at <https://my.geotab.com/eula.html>, subject to the related limitations, exclusions and disclaimers set forth therein. Lessee acknowledges that ARI is responsible for completing and submitting a request for a return merchandise authorization (an "RMA") through Geotab's website and return such product to Geotab at Lessee's expense and in accordance with Geotab's policies and procedures in order to be eligible for warranty repair or replacement.

- a. *Warranty Disclaimer.* THE WARRANTY PROVIDED BY GEOTAB IN THIS AGREEMENT IS EXCLUSIVE AND CONTRACTUAL IN NATURE ONLY AND GEOTAB EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF QUALITY, PERFORMANCE, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.
- b. *Intellectual Property Infringement Claims.* Geotab will extend to Lessee the indemnification of intellectual property infringement claims set forth in Geotab's End User Agreement, subject to the related requirements, limitations and exclusions set forth therein.
- c. *Data Security.* Lessee acknowledges and agrees data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using products or services. It may be possible for third parties to monitor or access such data. Geotab will implement and maintain security measures consistent with industry standards for facilities within Geotab's control. At present, such security measures include, for example, the availability of SSL and IPSEC, lockdown of Geotab's servers, including SQL servers, prompt application of server operating system updates and the use of tools to monitor status of Geotab's servers. Geotab reserves the right to update, change, remove or implement new security measures from time to time. Geotab will not be responsible or liable in any manner for any loss, corruption or monitoring of data or data transmissions or any security or privacy breaches through third party facilities, third party services, common carriers or facilities under Lessee's control.

3. Limitation of Liability

- a. *Consequential Damages.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, ITS LICENSORS, SUPPLIERS OR CONTRACTORS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, BE LIABLE OR OTHERWISE RESPONSIBLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND OR ANY CLAIM BY ANY THIRD PARTY, EVEN IF SUCH PARTY COULD FORESEE OR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.
- b. *Direct Damages.* EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY HEREUNDER WILL BE LIMITED TO SUCH PARTY'S DIRECT, ACTUAL AND PROVABLE DAMAGES, NOT TO EXCEED: (i) IN RESPECT OF A CLAIM RELATING TO ANY GIVEN PRODUCT OR SERVICE, THE AMOUNTS LESSEE HAS PAID ARI OR GEOTAB FOR SUCH PRODUCT OR SERVICE IN THE ONE

YEAR PERIOD IMMEDIATELY PRECEDING THE TIME THE CAUSE OF ACTION AROSE; AND (ii) IN AGGREGATE WITH RESPECT TO ALL CLAIMS UNDER OR RELATED TO THE AGREEMENT, THE AMOUNTS LESSEE HAS PAID ARI OR GEOTAB FOR ALL PRODUCTS OR SERVICES THAT GEOTAB HAS SUPPLIED TO LESSEE FOR THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE TIME THE CAUSE OF ACTION AROSE.

- c. *Applicability.* THE LIMITATIONS AND EXCLUSIONS IN SECTIONS (a) AND (b) ABOVE WILL NOT APPLY TO: (i) MATERIAL BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER THE AGREEMENT; (ii) ANY MISAPPROPRIATION BY EITHER PARTY OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY, INCLUDING WITHOUT LIMITATION ANY BREACH OF SECTION 4; (iii) ANY INDEMNIFICATION OBLIGATION OF EITHER PARTY SET FORTH HEREIN; (iv) ANY FEES, EXPENSES, PURCHASE PRICES OR AMOUNTS PAID IN CONSIDERATION FOR THE SUPPLY OR RENTAL OF ANY PRODUCTS OR SERVICES HEREUNDER; OR (v) ANY BREACH BY LESSEE OF THE WIRELESS TERMS. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THE AGREEMENT WILL APPLY IRRESPECTIVE OF THE NATURE OR FORM OF THE CLAIM, CAUSE OF ACTION, DEMAND, OR ACTION, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY AND SHALL SURVIVE A BREACH OF CONDITION, A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THE AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN. LESSEE ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH HEREIN ARE INTEGRAL TO THE PRICES CHARGED HEREUNDER, AND THAT, BUT FOR SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS, GEOTAB WOULD NOT AGREE TO ENTER INTO THIS RELATIONSHIP UNLESS SUCH PRICES WERE SUBSTANTIALLY HIGHER.
- d. Because some jurisdictions do not allow the exclusion or limitation of liability, some or all of the above limitations may not apply.

4. Intellectual Property

Trademarks. All trade names, company names, trademarks, service marks, domain names and other product and service names and logos on Geotab's website or appearing on Geotab's products are the proprietary marks of Geotab or Geotab's licensors, and are protected by law and may not be copied, imitated or used, in whole or in part, without the consent of their respective owners, other than as expressly permitted hereunder.

E) VEHICLE REMARKETING PROGRAM

Lessee may request ARI to act as agent on its behalf in the sale of used vehicles owned by Lessee. This program is one of agency only between the parties and ARI has not and will not acquire any right, title or interest in or to any vehicle covered by this program. Lessee shall surrender such vehicle to ARI at such point mutually agreed upon and subject to the terms and conditions outlined below. Prior to such surrender, Lessee shall forward to ARI an unencumbered vehicle Certificate of Title and a completed Used Vehicle Termination Notice. Lessee hereby grants ARI a Limited Power of Attorney exercisable only while Lessee has permitted Lessor to act as its agent under this Article and solely for the purpose to permit ARI to sign vehicle sale related documents on Lessee's behalf and agrees to provide ARI with any documents necessary to permit ARI to sell each vehicle under this program.

When a vehicle is released to ARI, Lessee shall not be responsible for any subsequent damage which may occur to such vehicle. ARI further agrees that Lessee shall not be liable for any claim which might arise resulting from any accident which might occur after the vehicle has been released and is in the physical possession of ARI, its agents or employees.

Lessee warrants to ARI that the mileage indicated on the odometer of any vehicle delivered to ARI for sale, is the true and actual reading and that no tampering with said odometer has taken place while such vehicle was owned and operated by Lessee or any other agent of Lessee.

ARI shall sell every vehicle after possession thereof that shall have been surrendered by the Lessee for the best price obtainable. Upon sale of a vehicle, ARI shall retain out of the sale price any reasonable cost which it may have incurred in transporting and marketing the vehicle, for any appearance reconditioning, fees paid, repairs or replacements necessary to merchandise the vehicle along with the fee as defined below. ARI will remit to Lessee one hundred percent (100%) of the net proceeds of sale.

F) FLEET MANAGEMENT/SERVICE PROGRAM FEES

In consideration and upon implementation of the services and work provided by ARI, Lessee shall pay the fee(s) as indicated below (in addition to the cost incurred as outlined in the various Programs):

- *Maintenance Management Program Fee*: [REDACTED] per vehicle per month for passenger cars and trucks up to and including 10,000# GVW without exterior upfitting; [REDACTED] per occurrence for 24-Hour Roadside Assistance; and 10% of recovery for Warranty Recovery. An administrative handling fee, as indicated in Article 14.a. above, will be charged for the use of independent repair facilities
- *WEX Card Program Fee*: [REDACTED] per vehicle per month. (A three dollar [REDACTED] charge shall be billed Lessee for each replacement card requested by Lessee, excluding expired cards). Based upon ARI's current structure with WEX, ARI agrees to pass through to Lessee on a monthly basis a rebate of seventy (70) basis points based on the monthly fuel volume after such transactions are reported to ARI by WEX. Such rebate amount subject to change based upon a change in the current rebate structure by WEX.
- *Fleet Administration Program Fee*: [REDACTED] per vehicle per month.
- *Geotab Telematics Program Fee*: [REDACTED] per vehicle per month for the Ford Basic Plan; [REDACTED] per vehicle per month for Base Plan; [REDACTED] per vehicle per month for HOS Plan; [REDACTED] per vehicle per month for the Ford Pro Plan; [REDACTED] per vehicle per month for the GM Pro Plan; [REDACTED] per vehicle per month for Pro Plan; and [REDACTED] per vehicle per month for Pro Plus Plan. In addition, all hardware, shipping and installation costs will be passed through to Lessee at ARI's acquisition cost.
- *Vehicle Remarketing Program Fee*: [REDACTED] for each vehicle up to and including 10,000# GVW.

Damage or Destruction of Leased Vehicles

ARTICLE 15. a. In the event a leased vehicle is damaged, its repair shall be the responsibility and obligation of Lessee; in every such instance, Lessor will assign to Lessee all rights Lessor may have to be reimbursed for such damage pursuant to insurance coverage.

b. In the event a leased vehicle is damaged or destroyed to such extent that Lessee finds it undesirable to continue its use, or a leased vehicle is lost or stolen, Lessee will notify Lessor thereof, in writing. Lessee shall remit to Lessor the depreciated value for the vehicle as calculated in Article 10(c) of these Terms net of any insurance proceeds received by Lessor and upon payment of the depreciated value in full, the monthly rental for such vehicle shall cease and Lessor shall forward to Lessee necessary documents to transfer ownership of said vehicle as directed by Lessee free of all encumbrances. To the extent Lessee is able to deliver such vehicle to Lessor at a return location, Lessor shall dispose of said vehicle pursuant to Article 10 herein except that Lessor will not be required to guarantee minimum resale as provided for in Article 10b.

Lost or Stolen Leased Vehicle

c. In the event a leased vehicle is lost or stolen, Lessee shall terminate the lease pursuant to Article 8 herein and, upon payment of the depreciated value, Lessor shall forward to Lessee necessary documents to transfer ownership of said vehicle as directed by Lessee.

Insurance

ARTICLE 16. For the duration of the MVLA, Lessee will carry for the benefit of ARI, ARI Fleet, Lessee's employees and others who operate the vehicle with the permission of Lessee, and pay the cost thereof, insurance against liability for bodily injury in a minimum single limit of \$2,000,000, and against liability for property damage in a minimum limit of \$100,000. Lessee can satisfy this request through a combination of primary and excess policies. All such coverages shall be primary and non-contributory. Lessee will furnish written evidence of said insurance issued by carriers reasonably acceptable and satisfactory to Lessor in certificate form naming Automotive Rentals, Inc. and ARI Fleet LT as Additional Insured. Lessee shall bear all risk of loss or damage to each leased vehicle and the contents thereof. Failure to secure proper insurance does not relieve Lessee from indemnity set forth in the Agreement.

If for any reason Lessee shall fail to provide said insurance, Lessor, at its sole option may: (a) provide same and upon demand shall be reimbursed by Lessee the actual cost thereof, plus 10% of said cost to defray administrative expense; or, (b) terminate the lease of any and all vehicles leased hereunder, effective immediately, at any time by giving written notice of termination to Lessee.

Indemnification

ARTICLE 17. a. Except for the sole negligence of Lessor in the performance of the administrative services provided by it as defined in the Agreement, Lessee shall indemnify, defend and hold harmless ARI, ARI Fleet, UBIF Corporate Stores and their parents, subsidiaries, divisions, affiliates, directors, officers, employees and agents against all loss or liability (including costs and reasonable attorney's fees) arising out of or connected with the delay in delivery of any vehicle, and/or the use, condition, operation, maintenance and possession of any vehicle during Lessee's possession thereof or any loss or liability resulting from any repair, maintenance or service work performed on any vehicle. Lessee will take upon itself the settlement of all such claims and the defense of any suit or suits, or legal proceedings of any kind brought to enforce any such claim or claims, and the payment of all judgments entered in any such suit or suits, whether or not Lessor is a party-defendant thereto. If Lessee fails to comply with its obligations in this paragraph, including its obligations of defense and indemnity, then Lessor may cure such failure, or step in and direct the investigation, defense and settlement of a claim. In either case, Lessor shall bill Lessee, and Lessee shall pay, Lessor's invoices for Lessor's expenses incurred to cure such failure or to direct the investigation, defense and settlement of a claim, including settlement payments, if any.

The provisions of this Article comprehend, but without limitation, claims, howsoever arising, whether by reason of negligence, breach of warranty, defect in manufacture or maintenance or otherwise and even though strict liability be claimed.

Statement of Odometer Warranty and Indemnification

b. Federal law and any applicable state law require that Lessee disclose the mileage of each vehicle returned to Lessor in connection with the transfer of ownership of each vehicle. The regulations provide that failure to make this disclosure (or the making of a false statement) may result in fines and/or imprisonment. Lessee warrants to Lessor that the mileage indicated on the odometer of any vehicle returned to Lessor is the true and actual reading and that no tampering with said odometer has taken place while such vehicle was operated by Lessee or any other agent of Lessee. Lessee shall indemnify and save ARI and ARI Fleet harmless from any and all liability, loss, damage, expense, causes of action, suits, claims, or judgments arising from breach of the warranty hereinbefore stated in this Article and shall, at its own cost and expense, defend any and all suits which may be brought against ARI and/or ARI Fleet, either alone or in

conjunction with others, upon any such liability or claim or claims and shall satisfy, pay, and discharge any and all judgments and fines that may be levied against either thereof; provided however, that ARI or ARI Fleet shall give Lessee written notice of any such claim or demand within thirty (30) days from receipt thereof.

No Warranties by Lessor

ARTICLE 18. As to any vehicle leased or service provided hereunder, except as provided in Article 21, ARI and ARI Fleet each hereby disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither ARI nor ARI Fleet assumes nor authorizes any other person to assume for it any liability in connection with the use, condition, operation and possession of any vehicle. Neither party shall be entitled to recover from the other party any consequential damages, damages for loss of use, loss of profits or income, or any other incidental damages. It is agreed that third party vendors such as manufacturers, dealers, upfitters, service/fuel outlets and telematics providers are independent contractors and are neither the subcontractors nor agents of Lessor. So long as Lessee is not in default under the Agreements, Lessor assigns to Lessee any warranties Lessor received from any manufacturer of the vehicles.

Default

ARTICLE 19. Any default by Lessee of the Agreement, any MVLA hereunder, or any other instrument between Lessee and ARI and/or ARI Fleet (collectively "Agreements") shall be deemed a default by such Lessee under all such Agreements. In the event Lessee shall default in any payments due Lessor, or in performance of any covenant or condition under the Agreement, any MVLA hereunder, or any other Agreement, or if any Guarantor Default occurs, and Lessor notifies Lessee of such default and it thereafter remains uncorrected for ten (10) days, Lessor may pursue any remedies it may have under all such Agreements, including taking possession of any or all vehicles leased hereunder, the demand for payment of all sums due Lessor and the immediate payment of any remaining unpaid charges for the balance of the terms of the MVLA's or other Agreements between Lessor and Lessee. Lessee shall pay any and all reasonable attorney's fees incurred in the collection thereof. ARI and ARI Fleet shall each have the right to offset any sums owing or to be owing to Lessee by it against any sums owing or to be owing to ARI or ARI Fleet, whether under an MVLA or otherwise. No remedy pursued under this section shall be deemed an act of termination of the Agreements. "Guarantor Default" means one or more of the following events or conditions with respect to any guarantor of the Lessee's obligations hereunder (a "Guarantor"): (a) Guarantor ceases doing business as a going concern, (b) Guarantor becomes insolvent or makes an assignment for the benefit of creditors, (c) a petition or proceeding is filed by or against Guarantor under any bankruptcy or insolvency law, (d) a receiver, trustee, conservator, or liquidator is appointed for Guarantor or any of its property, (e) any statement, representation, or warranty made by Guarantor to Lessor is incorrect in any material respect, or (f) Guarantor defaults under any guaranty or other agreement with Lessor.

Bankruptcy

ARTICLE 20. a. Upon written notice to Lessee, Lessor may terminate the Agreement, if in either a state or federal court, a receiver is appointed for the Lessee, or if a petition in bankruptcy or for reorganization shall be filed by Lessee or against Lessee and is not dismissed within sixty (60) days of being filed, or if Lessee shall fail to give immediate notice to Lessor of any distress or levy or execution purported to be made or laid against the property hereby leased or any part of it which may have material adverse effect on Lessor's rights under the Agreements with respect to the vehicles, Lessor may take possession of any or all vehicles leased hereunder and may cancel any unfilled vehicle orders.

b. Upon notice to Lessor, Lessee may terminate the Agreement, if in either a state or federal court, a receiver is appointed for Lessor, or if a petition in bankruptcy or for reorganization shall be filed by Lessor, or against Lessor and is not dismissed within sixty (60)

days of being filed. Lessee may return any or all vehicles leased hereunder and may cancel any unfilled vehicle orders.

Lessor's Warranty

ARTICLE 21. As to each vehicle leased by it hereunder, Lessor warrants that it is the sole and absolute owner thereof, that it has the right to lease the vehicle to Lessee, that the vehicle is free of all encumbrances at time of delivery to Lessee (other than the interest of an Assignee pursuant to Article 7), that Lessor will not cause the vehicle to become subject to any lien or encumbrance, that it will not sell, assign, lease or otherwise dispose of the vehicle except as provided for in Article 7 and 10 hereof, and that neither Lessor nor anyone claiming an interest through Lessor will do anything to disturb Lessee's full right of possession, use and enjoyment of the vehicle and the exercise of all Lessee's rights with respect thereto as provided by the Agreement.

Assignment/Related Entities

ARTICLE 22.a. These Terms shall be binding on the respective parties, their successors, legal representatives and assigns but neither party hereto shall, except as permitted herein, assign or sublease any rights under the Agreement without the prior written consent of the other party.

b. In the event that Lessee permits any vehicles or services subject to the Agreement to be used or operated by any present or future subsidiary, parent or affiliate of Lessee (each a "Related Entity"), Lessee agrees that notwithstanding: (a) use or operation by a Related Entity; (b) any direction by Lessee to Lessor to invoice a Related Entity; and (c) any payment made by a Related Entity with respect to any vehicle and any services, all such vehicles and services shall at all times remain subject to the terms and conditions of the Agreement and Lessee shall at all times remain liable for all of the duties and obligations (for payment or otherwise) under the Agreement. Any use or operation by a Related Entity of any vehicle shall not, in any way, constitute a sale, assignment or transfer, sublease or other disposition of such vehicle, or any interest therein, or of any rights granted to or obligations of Lessee under the Agreement.

Cancellation

ARTICLE 23. These Terms and any service or program described herein shall remain in effect for three (3) years ("Initial Term"). After the Initial Term, Lessee may renew the Agreement upon written notice to Lessor for up to two additional one (1) year terms for a total of five (5) years ("Renewal Term") (the "Initial Term and Renewal Term collectively referred to as the "Term") and shall continue thereafter unless terminated upon written notification by Lessee upon thirty (30) days' written notice to Lessor or by Lessor upon one hundred twenty (120) days' written notice to Lessee. The termination of the Agreement shall not affect any vehicles under lease pursuant hereto at the time of such termination; all such vehicles shall remain subject to the terms hereof and Lessor and Lessee shall have the mutual rights and obligations provided for herein as to such vehicles.

Financial Statements/Ownership

ARTICLE 24. a. Lessee agrees to provide Lessor each year a copy of Lessee's summary financial information as originally provided to Lessor at inception of this Agreement. Lessor retains the right to limit vehicle orders, deliveries and fleet management services based upon Lessor's credit evaluation of Lessee.

b. Lessee shall notify Lessor, in writing, of any change in name, address, or material change in ownership or control of Lessee. Such notification to be supplied to Lessor within fifteen (15) days of such change.

Agreement Binding

ARTICLE 25. This Agreement, together with Exhibits attached hereto and any MVLA which may be hereafter issued hereunder, constitute and will constitute the full, complete, absolute and entire agreement and understanding between the parties with respect to the subject matter hereof. There are no oral agreements or understandings affecting this instrument. Any future agreements, understandings or waivers to be binding upon the parties hereto must be reduced to writing and attached hereto and Lessor's or Lessee's failure to enforce any provision of this Agreement shall not be construed as a waiver thereof or as excusing Lessee or Lessor respectively from future performance. Neither the failure of either party to insist upon the performance of any term or condition of this Agreement or to exercise any right or privilege conferred by this Agreement nor the waiver by either party of any such term or condition shall be construed as thereafter waiving any such term, or condition, right or privilege.

State Law

ARTICLE 26. The Agreement shall be governed by and shall be construed according to the laws of the State of New Jersey. Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected thereby.

Authority to Sign

ARTICLE 27. Any person who signs as an officer or agent for a corporation, partnership or other entity warrants that he has authority from such corporation, partnership or other entity to enter into this Agreement on its behalf.

Daily Rental Vehicles

ARTICLE 28. Lessee may request that Lessor arrange temporary short term rentals ("Daily Rentals"). Lessor shall use its best efforts to arrange for such Daily Rentals. Lessee agrees to reimburse Lessor for all amounts for which Lessor has been invoiced by such Daily Rental supplier. Any such Daily Rental shall be subject to the applicable terms and conditions of this Agreement, including, without limitation, the insurance and indemnity provisions herein.

Publicity

ARTICLE 29. Neither party will use, or permit the use of, the name or logo of the other party in any press release or other public disclosure, or in any website, social media or other media, whether for advertising, publicity, business solicitation or other purposes, without the prior written consent of the other party, except as required by applicable law or regulation, such as securities laws or rules of a national securities exchange to which a party is subject.

Leasing and Services in Canada

ARTICLE 30. Vehicles Leased and Services Procured in Canada - Lessee may request vehicles to be leased and services to be procured in the Country of Canada. For that purpose, Lessor may assign the Agreement and any and all obligations hereunder to ARI Financial Services Inc., a Canada corporation, with its principal place of business at 1270 Central Parkway West, Suite 600, Mississauga, Ontario L5C 4P4, hereinafter called "ARIC". The Agreement shall be bound upon the Lessee and ARIC and, notwithstanding anything in the Agreement to the contrary, the following shall also govern for those vehicles leased and serviced in Canada. To the extent that any term and condition in this Lease and Fleet Management Services Agreement conflicts with any term and condition in this Article 30, for such Canadian leased vehicles, the terms and conditions of this Article 30 shall prevail.

a) The capitalized cost for vehicles shall equal ARIC's acquisition cost, plus the applicable dealer mark-up, plus a procurement and handling charge for each vehicle as indicated on Exhibit B(1), which shall cover all services of ARIC for procuring and making vehicle available for Lessee's acceptance, ready for operation in conformity with the manufacturer's specified procedures, and all obligations of ARIC under the manufacturer's warranty.

b) For each leased vehicle during the Depreciation Period, the monthly rental shall be computed as set forth in Exhibit C(1) herein.

c) For purposes of vehicles to be leased in Canada, the Agreement shall be deemed to have been construed in accordance with the laws of the Province of Ontario.

d) Lessee agrees to make all payments in Canadian funds to ARI Financial Services, Inc. at 1270 Central Parkway West, Suite 600, Mississauga, Ontario L5C . Program fees will increase by a positive percentage equal to the Consumer Price Index for all items for Canada, as established by Statistics Canada, for a twelve (12) month period ending December 31st each year of the agreement. Program fees will be adjusted effective January 1st for each year of the agreement.

e) Vehicles shall be used only for lawful purposes. Lessee agrees to hold ARIC harmless from any and all fines, forfeitures or penalties assessed against such vehicles and from any and all damages suffered by ARIC from any violations of any such statute, law, ordinance, rule or regulation. Lessee agrees to pay ARIC a service charge of [REDACTED] (twenty-five dollars) per notice whenever it is necessary for ARIC to investigate and forward warning or delinquent notices to Lessee and/or pay all fines, citations or penalties not paid by Lessee.

f) Lessee agrees to obtain necessary insurance coverages in the event a vehicle is temporarily operated outside of Canada. Lessee is responsible for all damages whatsoever arising from and occurring as a result of the operation of such vehicle outside of Canada.

g) Lessee agrees to execute a TRAC Certification in the form attached hereto and marked Schedule 5.

h) **Maintenance Management Program** - This program is designed to relieve Lessee from the daily task of administering its fleet. ARIC becomes the liaison between the vehicle operators and service repair outlets. The Lessee is billed monthly for all expenses incurred under the program. A six percent (6%) administrative handling fee will be charged for the use of independent repair facilities. (6% of transaction amount).

Services Include:

- Direct communication with drivers and suppliers via ARIC national toll-free phone number.
- Fuel and/or Maintenance Identification Card for each vehicle.
- Reduction in repair expense due to the discounts offered.
- Individual driver wallets providing Location Guides for National Accounts, etc.
- Authorization and audit of all repairs/invoices over a predetermined Maintenance Card limit.
- Flexibility to administer individual Lessee procedures with respect to tire policies, authorization limits, etc.
- Lessee reporting of monthly kilometers traveled and expenses incurred without the use of ARIC Cards.
- Post-Warranty Recovery Program
- Glass Replacement Program
- 24-Hour Roadside Assistance Program
- Fuel Administration Program

Fee: [REDACTED] per vehicle per month for passenger cars and trucks up to and including 10,000# GVW (4500kg) without exterior upfitting; [REDACTED] per occurrence for 24-Hour Roadside Assistance (plus an additional [REDACTED] per occurrence dispatching fee); and 10% of recovery for Post-Warranty Recovery Program.

i) **Fleet Administration Program** – This program is designed to eliminate the day-to-day administration of a Lessee's fleet. Inside the Fleet Administration Program service group, the following services are provided:

- Policy Review.
- Direct driver response.
- Vehicle purchase and maintenance tracking.
- Annual selector development and distribution.
- Statistical reporting.
- Driver procedure manual development and distribution.

Fee: [REDACTED] per vehicle per month.

j) **Vehicle Remarketing Program** - Lessee may request ARIC to act as agent on its behalf in the sale of used vehicles owned by Lessee. This program is one of agency only between the parties and ARIC has not and will not acquire any right, title or interest in or to any vehicle covered by this program. Lessee shall surrender such vehicle to ARIC at such point mutually agreed upon and subject to the terms and conditions outlined below. Prior to such surrender, Lessee shall forward to ARIC an unencumbered vehicle Certificate of Title and a completed Used Vehicle Termination Notice. Lessee hereby grants ARIC a Limited Power of Attorney to sign vehicle sale related documents on Lessee's behalf and agrees to provide ARIC with any documents necessary to permit ARIC to sell each vehicle under this program.

When a vehicle is released to ARIC, Lessee shall not be responsible for any subsequent damage which may occur to such vehicle. ARIC further agrees that Lessee shall not be liable for any claim which might arise resulting from any accident which might occur after the vehicle has been released and is in the physical possession of ARIC, its agents or employees.

Lessee warrants to ARIC that the mileage indicated on the odometer of any vehicle delivered to ARIC for sale, is the true and actual reading and that no tampering with said odometer has taken place while such vehicle was owned and operated by Lessee or any other agent of Lessee.

All sales by ARIC and/or ARIC's third parties shall be represented as "AS IS" sale transactions to such vehicle purchaser and that the vehicle is offered without warranty of any kind, including a warranty of merchantability or a warranty of fitness for a particular purpose.

ARIC shall sell every vehicle after possession thereof that shall have been surrendered by the Lessee for the best price obtainable. Upon sale of a vehicle, ARIC shall retain out of the sale price any cost which it may have incurred in transporting and marketing the vehicle, for any appearance reconditioning, fees paid, repairs or replacements necessary to merchandise the vehicle along with the fee as defined below. ARIC will remit to Lessee one hundred percent (100%) of the net proceeds of sale.

Fee: [REDACTED] per vehicle

k) **Geotab Telematics Program** - ARIC, in conjunction with Geotab Inc. ("Geotab"), agrees to provide to Lessee the Telematics Program as described herein. The Telematics Program will consist of items and services provided by Geotab (hereinafter, "Services").

The features and deliverables of the program are as defined below:

Features:

Manage all activations, deactivations, transfers, and replacements
Coordinate the installation of devices on new vehicles through the upfit process
Coordinate all field installs with fleet manager and/or local site contacts
Order and deliver telematics devices and manage the device identification information in ARInsights®, which will link the device to a vehicle. ARIC will automatically populate and maintain the telematics device identifications through an automated synchronization process of devices installed which is based on matching vehicle identification numbers
ARIC will include the costs of telematics equipment and installation into the capitalized cost of newly leased vehicles through ARIC
Define and configure the standard Geotab reports as defined by the Lessee
Integration of telematics data into the ARInsights® web based system for use in the standard telematics alerts, KPI's, reports and dashboards
ARIC will deliver reports that leverage the telematics data captured through Geotab's integration with other vehicle and Lessee data
User training on the Geotab software
First level support for software and hardware via ARIC's CIS helpdesk

Deliverables:
Ford Basic Plan:
Available data sent at Ignition ON and Ignition OFF only, or after 24 hours of inactivity
VIN
Ignition
Odometer
Tire Pressure
Collision Event
Base Plan:
Location tracking
Driver speed tracking (threshold and posted – GPS calculated)
Idle time tracking (GPS calculated)
Create, edit and import Geofence zones
Versatile rules engine for defining exceptions
E-mail alert notifications and reports
Odometer (GPS calculated)
In-cab audible alerts
Basic drive behavior (speeding and idling – GPS calculated)
Hours of Service Plan (in addition to Base Plan):
Geotab Drive* Application for Hours of Service (HOS), Electronic Logging Device (ELD) and Daily Vehicle Inspection Record (DVIR) functionality
ELD/HOS support
Pro Plan (including OEM - in addition to Base Plan and HOS Plan):
Advanced driver behavior (speeding, idling, harsh braking, sharp cornering, over-acceleration, seat belt usage, vehicle in reverse*, over-revving) (*Not presently offered by GM)
Engine data and engine faults
Accelerometer and driver behavior data
Accident data* (*Ford currently has accident notification; GM will have in future; neither OEM offering is compatible with accident reconstruction at this time)
Seatbelt data
ProPlus Plan (in addition to Base Plan, HOS Plan and Pro Plan):
Active tracking (live vehicle location)
Limited lifetime warranty

*Geotab Drive requires the use of an Android or iOS powered tablet or mobile phone with a data plan. Tablet and plan not included.

Lessee will provide/do the following in connection with the Services: (a) designate an employee to become the key coordinator; (b) use and operate the Services in accordance with

any instructions provided by Geotab; (c) follow all of the then-current, applicable policies made available to the Lessee; (d) abide by all requirements now or hereafter imposed by Geotab for the Services; and (e) the Service is for Lessee's use only and Lessee may not resell the Service to any other party. Without prior written consent, Lessee will not (a) allow the devices to become installed in, affixed to, or made part of any other goods or items or real property other than an on-road automotive vehicle; (b) attach to or install on the devices any accessory, attachment, or other device that would impair the originally intended function, operation or good working order of the devices; or (c) make any modifications to the devices.

Fees: [REDACTED] per vehicle per month for Base Plan; [REDACTED] per vehicle per month for HOS Plan; [REDACTED] per vehicle per month for Ford Basic Plan; [REDACTED] per vehicle per month for Ford Pro Plan; [REDACTED] per vehicle per month for GM Pro Plan; [REDACTED] per vehicle per month for Pro Plan; and [REDACTED] per vehicle per month for Pro Plus Plan. In addition, all hardware, installation and shipping costs will be passed through to Lessee at ARIC's acquisition cost.

I) Lessee agrees to pay ARIC upon receipt of ARIC's invoice all amounts for which ARIC has been invoiced by companies (including designated Rent-A-Car companies) accepting the Fuel and/or Maintenance Cards; including, but not limited to, charges incurred a) without the authority of Lessee or ARIC; b) for goods or services other than maintenance and repair and fuel; c) after the termination of the Agreement; d) by any person or for any use. Lessee shall be responsible for returning each card to ARIC when the vehicle is terminated, sold or returned to ARIC and when the Agreement is terminated. For MasterCard purchases, MasterCard® is a registered trademark of MasterCard International Incorporation. ARI-BMP FleetCard MasterCard® is issued by Bank of Montreal pursuant to license and Rules by MasterCard® International Incorporated.

**EXHIBIT B
TO THE PARTICIPATION AGREEMENT**

This Exhibit B incorporates by reference all the terms and conditions of the Participation Agreement and all references to Article numbers in this Exhibit B refer to such Articles in the Terms or to Articles added to the Terms.

The parties mutually agree to the following terms regarding the following Articles:

ARTICLE 2 (d)

The Depreciation Period is 50 months or less as agreed to by Lessee and Lessor.

ARTICLE 5(a)

FACTORY ORDERS

Buick, Chevrolet (except Corvette), GMC, Ford,
Chrysler, Jeep and Dodge Passenger Vehicles and
Trucks up to 25,999# GVW (excluding sub-compacts)

**PROCUREMENT
AND HANDLING
AMOUNT**

CREDIT

All Other Vehicles (including sub-compacts)

PER QUOTATION

Lessee shall be responsible for all courtesy delivery fees imposed by the delivering dealer.

The foregoing rates are based upon manufacturer current invoice pricing, policies and allowances. Lessor reserves the right, upon notice to Lessee, to adjust such pricing based upon changes in such manufacturer pricing, policies and allowances.

STOCK/DIRECT PURCHASES

All Stock/Direct vehicles:

Lessor's Acquisition Costs plus

2%

EXHIBIT B(1)
TO THE PARTICIPATION AGREEMENT
FOR VEHICLES LEASED IN CANADA

This Exhibit B(1) incorporates by reference all the terms and conditions of the Participation Agreement.

The parties mutually agree to the following terms:

The Depreciation Period is 50 months or less as agreed to by Lessee and ARIC.

Lease Activation Fee

██████████

FACTORY ORDERS

Vehicles up to 15,000# GVW

ARIC's Acquisition Cost (excluding dealer mark-up) plus

██████████

Vehicles over 15,000# GVW

ARIC's Acquisition Cost (excluding dealer mark-up) plus

1%

STOCK PURCHASES

Vehicles up to 15,000# GVW

ARIC's Acquisition Cost plus

██████████

Vehicles over 15,000# GVW

ARIC's Acquisition Cost plus

1%

Equipment

ARIC's Acquisition Cost plus

1%

VEHICLE UPFITTING

ARIC's Acquisition Cost plus

2% (minimum of \$50.00 to a maximum of \$10,000.00).

Note: ARIC cost is net of applicable manufacturers holdbacks, fleet incentives and delivery incentives.

VEHICLE REMARKETING

Used Vehicle Termination Fee

████████████████████

EXHIBIT C FOR VEHICLES IN THE UNITED STATES TO THE PARTICIPATION AGREEMENT

For each leased vehicle during its Depreciation Period, the monthly rental for the Depreciation Period shall be computed by multiplying the vehicle's Capitalized Value as agreed to herein by the applicable factor that includes depreciation, interest, and administrative fee charges. The Finance and Administration portion of the monthly rental factor (determined by deducting the depreciation percentage from the gross monthly factor) includes interest at an annual rate converted to a 360 day basis equal to 130 basis points (i.e. 1 30/100 percent) per annum in excess of "The Three Year Swap Rate". The Three Year Swap Rate shall be the rate quoted by Bloomberg using the average of the last five (5) business days of the previous month which were made available on the first day of the month that the leased vehicle is financed, rounded up to the nearest one-quarter of one percent and further adjusted to include Lessor's reasonable costs of processing and other administrative costs. For medium and heavy duty trucks the rate of interest shall be such as negotiated by Lessor and Lessee.

Lessee acknowledges that the funding parameters established under this Exhibit C to the Agreement are based upon financial and capital market conditions existing at the time of this Agreement, which may vary in the future. Accordingly, Lessor reserves the right to adjust such parameters to reflect any variations in such market conditions. Any such adjustment may result in an increase or decrease in the interest portion of the monthly rental payment as stated in this Exhibit C in an amount reflecting the resultant yield impact to Lessor caused by the changes as noted in the conditions listed above. Lessor shall use good faith in discussing any such rate change and will use equal diligence in the pursuit of rate reductions afforded by the above referenced changes in capital markets.

Months 1 - 50
Depreciation 2.000%



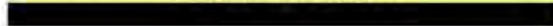
Swap-3Year

EXHIBIT C(1) FOR VEHICLES IN CANADA TO THE PARTICIPATION AGREEMENT

For each leased vehicle during its Depreciation Period, the monthly rental for the Depreciation Period shall be computed by multiplying the vehicle's Capitalized Value as agreed to herein by the applicable factor that includes depreciation, interest, and administrative fee charges. The Finance and Administration portion of the monthly rental factor (determined by deducting the depreciation percentage from the gross monthly factor) includes interest at an annual rate converted to a 360 day basis equal to 185 basis points (i.e. 1.85/100 percent) per annum in excess of "The Three Year Canadian Swap Rate". The Three Year Canadian Swap Rate shall be the rate quoted by Bloomberg using the average of the last five (5) business days of the previous month which were made available on the first day of the month that the leased vehicle is financed, rounded up to the nearest one-quarter of one percent and further adjusted to include ARIC's reasonable costs of processing and other administrative costs. Where the Three Year Swap rate is less than zero, it shall be treated as zero for purposes of this Exhibit. For medium and heavy duty trucks the rate of interest shall be such as negotiated by Lessor and Lessee.

Lessee acknowledges that the funding parameters established under this Exhibit C(1) to the Agreement are based upon financial and capital market conditions existing at the time of this Agreement, which may vary in the future. Accordingly, ARIC reserves the right to adjust such parameters to reflect any variations in such market conditions. Any such adjustment may result in an increase or decrease in the interest portion of the monthly rental payment as stated in this Exhibit C(1) in an amount reflecting the resultant yield impact to ARIC caused by the changes as noted in the conditions listed above. ARIC shall use good faith in discussing any such rate change and will use equal diligence in the pursuit of rate reductions afforded by the above referenced changes in capital markets.

Months 1 - 50
Depreciation 2.000%



Swap-3 Year



**EXHIBIT D
TO THE PARTICIPATION AGREEMENT**

Under the terms of the above mentioned agreement, we are requesting that rental payments be made to Automotive Rentals, Inc. and mailed to:

Automotive Rentals, Inc.
P. O. Box 8500-4375
Philadelphia, PA 19178-4375

or such other location indicated by Lessor.

Our rental billings will show the above mailing address.

Please acknowledge by signing in the space provided below.

Very truly yours,

Chris Conroy
President

Enclosures

The undersigned acknowledges receipt of the foregoing direction and agrees to make the payments as referred to above unless otherwise notified by Wells Fargo Bank, N.A.

By: _____

Title: _____

Date: _____

**EXHIBIT E
TO THE PARTICIPATION AGREEMENT**

NATIONAL ACCOUNT FACILITIES

AAMCO TOTAL CAR CARE
BIG O TIRE
FIRESTONE*
GREASE MONKEY
MICHELIN (Includes Uniroyal/Goodrich)*
GERBER COLLISION
JIFFY LUBE*
NTB/TIRE KINGDOM/MERCHANTS
PRECISION TUNE
VALVOLINE INSTANT OIL CHANGE*
GOODYEAR*
PEP BOYS*
MEINEKE
MIDAS SERVICE & TIRE
MAACO
CAR STAR
MONRO MUFFLER & BRAKE
SAFELITE
LES SCHWAB*
SEARS AUTO CENTER*
CONTINENTAL/GENERAL TIRE*
ENTERPRISE RENT-A-CAR
HERTZ RENTAL CORP.

*Indicates those companies for which Lessee will receive a 2.5% rebate for purchases made through such National Account facilities. Such facilities and rebate amounts are subject to change based upon the rebates made available by the applicable facility.

EXHIBIT I TO THE PARTICIPATION AGREEMENT



MOTOR VEHICLE LEASE AGREEMENT

Lessor hereby leases to _____ (hereinafter "Lessee") the vehicle(s) (hereinafter referred to as "the vehicle") described below. This Motor Vehicle Lease Agreement is entered into between Lessor and Lessee and constitutes a separate and independent lease agreement solely of the vehicle(s). This Motor Vehicle Lease Agreement is separate and distinct from any other lease agreement or other agreement between Lessor and Lessee or to which Lessee is otherwise a party. The terms of the Motor Vehicle Lease Agreement for any vehicle that refer to specific vehicles other than the vehicle(s) are incorporated by reference into this Motor Vehicle Lease Agreement and constitute terms of this Motor Vehicle Lease Agreement with the same effect as if they were fully set forth herein. The "Master Lease" refers to the Lease Agreement dated _____ entered into between Lessor and Lessee.

Lessor hereby agrees to _____ (hereinafter "Assignee") all rights, title and interest of Lessor in and to all moneys due and to become due under this Motor Vehicle Lease Agreement and Lessor hereby authorizes Assignee to collect all such moneys when due, either in the name of the assignee or Lessor. Lessee hereby agrees to the assignment.

VEHICLE INFORMATION									

S = SIDEBILLED D = DEALER INSTALLED				EQUIPMENT					

COST							
DESCRIPTION	CAPPED AMOUNT	DESCRIPTION	CAPPED AMOUNT	DESCRIPTION	CAPPED AMOUNT	DESCRIPTION	CAPPED AMOUNT

LEASE INFORMATION	

DATE _____

By Tricia A. Allison

Authorized Signature

PG0502 1/2001

3/9/2011 5:38:22PM

Please report delivery via e-mail to delivery@arifleet.com, phone 800-257-7781, or fax 856-778-6293. Mail all original receipts and signed paperwork to ARI.

Vehicle to be licensed by:		
Title To	Lien To	Client Info
Register To	Registration/Title Mail To	
		ARI Exempt/ID Numbers
Special Instructions		

ARI New Vehicle Delivery Dept. 4001 Leadenhall Rd. PO Box 5039 Mount Laurel NJ 08054-5039 856-778-1500

ICN

nextTitleLink:

CLIENT

Vehicle

Page 1 of 1

ATTACHMENT I

TRAC CERTIFICATION

CERTIFICATION RELATING TO
"MOTOR VEHICLES OPERATING LEASES"
UNDER SECTION 7701 (h) OF THE INTERNAL REVENUE CODE

COMPANY: _____

ADDRESS: _____

FEDERAL IDENTIFICATION NUMBER: _____

The undersigned, _____, acting in
(Name)

the capacity of _____
(Officer's Title)

of _____
(Lessee Name)

(Herein the "Lessee") does hereby certify under penalties of perjury:

1. That the Lessee intends that the motor vehicles leased from Automotive Rentals, Inc. or ARI Fleet LT (herein, "Lessor"), under any lease agreement executed on or after August 28, 1987, to which Section 7701 (h) of the Internal Revenue Code of 1986 as amended applies, will be used more than fifty percent (50%) in the trade or business of the Corporation, and

2. That the Lessee has been advised that it will not be treated as the owner of the property subject to the agreements for Federal Income Tax purposes.

(Signed)

(Lessee Name)

(Date)

PARTICIPATION AGREEMENT (CANADA)

Lessee

Attn:

Lessee Address

Subject: Participation Agreement which establishes the terms and conditions under which ARI will provide lease and fleet management services to Lessee established May 13, 2021, including each Amendment thereto ("Participation Agreement"), between ARI Financial Services Inc. ("ARIC") and _____, a [state] limited liability company, with an address at _____ ("Lessee") and _____, with an address at _____ ("Guarantor").

Dear _____:

ARIC and UBIF Corporate Stores Co., a Florida corporation, with a place of business at 2121 S. Hiawassee Road, Suite 120, Orlando, Florida 32835 ("UBIF") entered into a contractual relationship that enables ARIC to offer vehicle leasing and fleet management services to Lessee (collectively the "Services") under this Participation Agreement.

By signing this Participation Agreement, Lessee agrees to take on the duties, terms and conditions, obligations and liabilities under this Participation Agreement, and all Schedules and Exhibits attached hereto, with respect to any vehicle(s) contemplated under this Participation Agreement. The person executing this Participation Agreement warrants that he/she has the authority to bind Lessee and represents that he/she has read the terms and conditions of the Exhibit A, and further warrants that the Lessee will be bound by and adhere to the terms and conditions of the Participation Agreement including, without limitation, the indemnity and insurance provisions. Lessee desires to participate in the Services at the pricing indicated in Exhibit A. Lessee agrees to execute a TRAC Certification as attached hereto as Attachment I. Lessee and ARIC acknowledge and agree that Lessee shall be responsible for all rights, obligations, liabilities, indemnities, insurance obligations and performance or the like arising directly or indirectly from its participation in the Participation Agreement or with respect to such leased vehicles or fleet management services. Lessee agrees not to provide any personal information on the owners or employees of the franchise to ARIC including, but not limited to, such person's personal name, home address, phone number and email address.

IN NO EVENT SHALL UBIF BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES FOR ANY CLAIM RELATING TO THE PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS UNDER THIS PARTICIPATION AGREEMENT.

Guarantor does hereby irrevocably and unconditionally guarantee the full, faithful and timely payment and performance by Lessee of all of the payment obligations of the Lessee arising under this Participation Agreement. If Lessee shall default at any time in the payment of any fees or any other sums, costs or charges which are due or may become due by the Lessee under this Participation Agreement, then Guarantor, at its sole expense, shall promptly fully and promptly

pay to ARIC all such fees, sums, costs and charges due from Lessee under this Participation Agreement.

Please evidence your agreement with the foregoing by signing this form in the space provided below. If you should have any questions, please feel free to contact me.

Very truly yours,



Daniel Willard
Assistant Secretary

Accepted and agreed

Lessee

ARI Financial Services Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Guarantor

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT I
"FOR U.S. INCOME TAX PURPOSES ONLY"

TRAC CERTIFICATION

CERTIFICATION RELATING TO
"MOTOR VEHICLES OPERATING LEASES"
UNDER SECTION 7701 (h) OF THE INTERNAL REVENUE CODE

COMPANY: _____

ADDRESS: _____

LESSEE'S BUSINESS NUMBER: _____

The undersigned, _____ acting in
(Name)

the capacity of _____
(Officer's Title)

of _____
(Lessee Name)

(Herein the "Lessee") does hereby certify under penalties of perjury:

1. That the Lessee intends that the motor vehicles leased from **ARI Financial Services Inc.** (herein, "ARIC"), under any lease agreement executed on or after August 28, 1987, to which Section 7701 (h) of the Internal Revenue Code of 1986 as amended applies, will be used more than fifty percent (50%) in the trade or business of the Lessee, and

2. That the Lessee has been advised that it will not be treated as the owner of the property subject to the agreements for Federal Income Tax purposes.

(Signed)

(Corporate Name)

(Date)

Exhibit Q
Consignment Agreement

Consignment Agreement

THIS CONSIGNMENT AGREEMENT, dated as of _____, 20__ (this "**Agreement**"), is entered into between uBreakiFix Repair Parts Co, a Florida corporation ("**Consignor**"), and the Franchisee listed on the signature page hereto ("**Consignee**", and together with Consignor, the "**Parties**", and each, a "**Party**").

WHEREAS, Consignee is a party to certain Franchise Agreement(s) (the "**Franchise Agreements**") with Consignor's affiliate, UBIF Franchising Co, a Florida corporation (the "**Franchisor**"), pursuant to which Consignee is authorized to operate Franchisor's mobile phone and electronics repair business model, utilize Franchisor's intellectual property and sell authorized goods and services at stores and mobile units, where applicable;

WHEREAS, Consignor is in the business of sourcing parts and equipment necessary for such electronic repairs (the "**Goods**");

WHEREAS, Consignee wishes to obtain delivery and purchase certain quantities of Goods from Consignor from time to time on a consignment basis for the purpose of resale in connection with repair services by Consignee for third parties (the "**Consigned Goods**"); and

WHEREAS, Consignor is willing to deliver and sell the Consigned Goods to Consignee pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consignment of Goods.

1.1 Consignment for Resale. Consignor shall deliver to Consignee the Consigned Goods for the purpose of resale by Consignee to its customers in connection with repair services ("**Customers**"). Consignor shall deliver the Consigned Goods to Consignee's facility as indicated on the Consignment Request (defined below). Such facility shall be one of the Consignee's stores or forward stocking location(s) authorized and approved in the Franchise Agreement(s) (the "**Facility**"). All delivery and sale of Consigned Goods will be on a consignment basis, in accordance with the provisions hereof.

1.2 Consignment Requests and Consignment Confirmations. Consignee shall submit all orders for Consigned Goods via Consignor's website or Franchisor's Intranet (as defined in the Franchise Agreement) (a "**Consignment Request**"). Following receipt of a Consignment Request, Consignor shall issue to Consignee an electronic confirmation statement ("**Consignment Confirmation**") which shall confirm the details of the order, including the quantity and purchase price(s) of the Consigned Goods. Consignor shall have the right to manage all Goods as it sees fit, including, but not limited to, imposing maximum order amounts and/or limits on the total dollar value of Consignment Requests.

1.3 Inspection by Consignee.

(a) Consignee shall receive all Consigned Goods delivered to the Facility and shall inspect same immediately upon such delivery. Consignee agrees to accept the bill of lading, express receipt, or similar delivery document as conclusive evidence of quantity, condition, and quality of the Consigned Goods, unless Consignee advises immediately in writing of any discrepancy with the quantity, condition, or quality ("**Nonconforming Goods**") and issues a detailed notice on or before the seven (7) days after delivery regarding such discrepancy.

(b) Consignee shall enter all Consigned Goods into its inventory system as soon as reasonably practicable, but in no event later than ten (10) days following receipt. If Consignee fails to enter such Consigned Goods into its inventory, Consignor may automatically enter the same into Consignee's inventory on its behalf.

(c) Any Nonconforming Goods may be returned by Consignee to Consignor at Consignor's cost, provided that Consignee notifies Consignor in writing at least two (2) days prior to such return.

1.4 Storage of Consigned Goods at the Facility; Inspection by Consignor. Consignee shall store all Consigned Goods in the approved Facility in such a manner as to protect them from damage or deterioration and Consignor shall have the right to inspect the same.

2. Title and Risk of Loss.

2.1 Title Retained by Consignor. Consignor shall retain title to the Consigned Goods unless and until they are purchased by Consignee at the time of resale to a Customer in connection with repair services. When Consignee resells the Consigned Goods to a Customer, title to the Consigned Goods shall pass from Consignor to Consignee and immediately thereafter from Consignee to the Customer.

2.2 Risk of Loss Passes Upon Delivery.

(a) Consignor assumes the risk of loss, theft or damage to the Consigned Goods until the Consigned Goods are delivered at the Facility. Consignor promises to replace or repair any Consigned Goods that are lost, stolen, or damaged before they are delivered to the Facility.

(b) Notwithstanding Section 2.1, Consignee assumes the risk of loss, theft, or damage to the Consigned Goods upon delivery of the Consigned Goods at the Facility. Consignee shall pay Consignor the replacement cost of any Consigned Goods that are lost, stolen, or damaged after such Consigned Goods are delivered at the Facility.

3. Consignor's Security Interest in the Consigned Goods.

3.1 Grant and Perfection of PMSI. Without derogating from Consignor's rights as owner of the Consigned Goods consigned hereunder, Consignee:

(a) hereby grants to Consignor as security for the payment by Consignee of the purchase price of the Goods purchased hereunder, as and when due, a purchase money security interest in all of Consignee's right, title, and interest in and to the Consigned Goods to be purchased by Consignee and all proceeds thereof, and all documents of title covering such Consigned Goods;

(b) shall cooperate with and assist Consignor in connection with establishing and maintaining Consignor's (i) title to the Consigned Goods, which have not been purchased by Consignee and (ii) priority of ownership interest in and to such Consigned Goods as against claims of secured and unsecured creditors of Consignee. In particular, Consignee authorizes Consignor, pursuant to Article 9 of the Uniform Commercial Code ("UCC") to file UCC financing statements, as Consignor may deem appropriate, in such jurisdictions as Consignor may deem appropriate as a consignor in order to perfect its interest in the Consigned Goods and proceeds thereof, and Consignor is authorized to take such other steps as may be necessary to secure Consignor's rights in and to the Consigned Goods.

(c) shall further assist Consignor in fulfilling any and all notice requirements for the purpose of maintaining its priority ownership interest in and to the Consigned Goods.

4. Liens, Encumbrances, and Indemnity.

4.1 Liens and Encumbrances. Except for the security interests of the creditors listed on [Exhibit A](#), Consignee shall maintain the Consigned Goods free and clear of and from and against all liens and encumbrances of any nature whatsoever.

4.2 Indemnity. Consignee shall indemnify and hold harmless Consignor from and against any loss or damage caused by acts of Consignee, which result in any such liens or encumbrances being placed upon any Consigned Goods, including all costs, fees, and expenses incurred by Consignor in commencing or participating in such proceedings as are necessary for Consignor to defend its ownership interest in the Consigned Goods.

5. Price. Consignee shall purchase the Consigned Goods from Consignor at the prices displayed on Consignor's website or Franchisor's Intranet in effect at the time that Consignor issues the related Consignment Request, or as otherwise agreed in writing between Consignor and Consignee. Consignor shall have the right to manage Goods as it sees fit, including, but not limited to, imposing maximum order amounts and/or limits on total dollar value of Consignment Requests.

6. Payment.

6.1 Reconciliation Statements. Consignee shall ensure that all Consigned Goods that are sold to a Customer are promptly and properly recorded in Franchisor's Intranet system, so that Consignor may charge Consignee for such Consigned Goods at the prices accepted upon Consignee's submission of a Consignment Request. Consignor shall prepare and submit to Consignee an electronic reconciliation statement detailing all

applicable debits and credits owed to Consignee under this Agreement (in addition to any debits and credits owed to Consignee under the Franchise Agreement and any other ancillary agreements with Franchisor and/or its affiliates) on a daily basis (a “**Statement**”).

6.2 Payment Terms. Consignor may automatically draw payment required by the Statement(s) from Consignee’s available credit with Consignor or, if no such credit is available, Consignee’s designated bank account. If Consignee’s designated bank account has insufficient funds to satisfy the amounts owed reflected on the Statement, Consignee shall immediately notify Consignor that it shall be delinquent in payment.

6.3 Shrinkage. Any Consigned Goods previously delivered and unsold to a Customer not included in Consignee’s inventory counts for sixty (60) days, regardless of whether such Consigned Goods were sold, lost, stolen or otherwise removed from the Facility, Consignor shall consider the Consigned Goods to be “**Shrinkage.**” And Consignor shall include the price(s) of Shrinkage on the Consignee’s future Statement(s). The Payment for Shrinkage shall be automatically due and payable by Consignee in accordance with Section 6.2 above, or as otherwise mutually agreed upon by the Parties.

6.4 Credit Risk on Resale to Customers. Consignee is responsible for all credit risks regarding, and for collecting payment for, all Consigned Goods resold by Consignee to each Customer, whether or not Consignee receives full payment from the Customer. The inability of Consignee to collect the purchase price from any Customer for any Consigned Goods resold by Consignee to such Customer shall not affect Consignee’s obligation to pay Consignor for any Consigned Goods resold by Consignee.

7. Consignee's Responsibilities.

7.1 Consignee shall secure and protect the Consigned Goods stored in the Facility from loss or damage using the same degree of care that Consignor uses to protect its own products and stock, but in no event less than a commercially reasonable degree of care.

7.2 Consignee shall keep a true record of all Consigned Goods in its possession and shall give representatives of Consignor access to such records during business hours. Consignee shall permit such representatives, during business hours, to make inventories of the Consigned Goods in the possession of Consignee.

7.3 Consignee shall maintain an accurate count of Consigned Goods and regularly conduct inventory in accordance with Franchisor and Consignor’s guidelines, in no event less than every sixty (60) days.

7.4 Consignee shall close out all work orders in Franchisor’s Intranet in a timely manner, but in no event later than three (3) business days following the Customer’s receipt of the repaired item.

8. Return of the Consigned Goods. The Consigned Goods shall at all times be subject to the direction and control of Consignor, and on Consignor’s demand for the return of any Consigned Goods delivered under this Agreement and not theretofore purchased by Consignee, Consignee shall return such Goods at Consignor’s expense within ten (10) days from Consignor’s request in accordance with Consignor’s reasonable instructions. If Consignee fails to return such Goods within the ten (10) day time period, Consignor may charge Consignee the full price of the Consigned Goods. In addition, Consignee may submit a return merchandise authorization form via Consignor’s website to return any Consigned Goods that it no longer wishes to hold in inventory, so long as the Goods are in the same condition as they were received by Consignee. Consignee shall bear the risk of loss of returning any Consigned Goods.

9. Term; Termination.

9.1 Term. Unless earlier terminated pursuant to Section 9.2, this Agreement shall have an initial term of five years commencing on the date first written above and shall automatically renew for successive one year periods, unless either Party has given the other Party written notice of its intention not to renew this Agreement at least sixty (60) days prior to the end of the initial or any subsequent renewal period.

9.2 Termination. Consignor may (i) terminate this Agreement upon written notice to Consignee or (ii) delay or cancel any shipment under this Agreement if:

(a) Consignee breaches any provision of this Agreement (including its payment obligations under Section 6 and timely performance of its responsibilities under Section 7) and does not cure such breach within fifteen (15) days after Consignee’s receipt of written notice of such breach; or

(b) if Consignee (i) becomes insolvent or is generally unable to pay its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

(c) if Consignee fails to cure a breach of the Franchise Agreement or the Franchise Agreement expires or is terminated for any reason; or

(d) if (i) Consignee sells, leases or exchanges a material portion of Consignee's assets, or Consignee merges or consolidates with or into another entity, or a change in control of Consignee occurs, in any case, without Franchisor's prior written consent or (ii) any of Consignee's key personnel become incapacitated or die.

9.3 Effect of Expiration or Termination. In the event of any such termination under Section 9.2 (including, but not limited to termination due to the termination or expiration of the Franchise Agreement) or on the expiration of this Agreement pursuant to Section 9.1 hereof:

(a) Consignee shall return all unsold Consigned Goods at its own cost to Consignor during the ten (10) day period immediately following the effective date of such termination;

(b) any Consigned Goods not returned to Consignor within such ten (10) day period after such effective date of such termination shall be deemed to have been sold to Consignee and shall be subject to the payment requirement set forth in Section 6 hereof (except that payment shall be due on or before the fifth day after such ten (10) day period);

(c) Consignee shall promptly destroy all documents, tangible materials (including any and all digital copies) containing, reflecting, incorporating, or based on the Consignor's or Franchisor's Confidential Information (as defined in the Franchise Agreement); and

(d) If Consignee fails to promptly return all unsold Consigned Goods, Consignor's representatives shall have the right to enter the Facility at any time following termination or expiration to recover such Consigned Goods.

10. Confidentiality. Consignee shall not disclose the substance of this Agreement to any third party except as necessary to obtain any Permits or other approvals, or to the extent required by Applicable Law, provided that Consignee shall give Consignor prior notice of such disclosure. Unless disclosure is required by Applicable Law, no public communication, press release or announcement regarding this Agreement, the transactions contemplated hereby or any Crisis Management Event (as defined in the Franchise Agreement) shall be made by Consignee without the prior written consent of Consignor in advance of such press release announcement, or public communication.

11. Representations and Warranties.

11.1 Consignee's Representations and Warranties. Consignee represents and warrants to Consignor that:

(a) it is a duly organized, validly existing and in good standing in the jurisdiction of its organization;

(b) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;

(c) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;

(d) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Consignee;

- (e) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of Consignee, enforceable against Consignee in accordance with its terms;
- (f) it is in compliance with all applicable laws relating to this Agreement, the Consigned Goods, and the operation of its business;
- (g) it is not insolvent and is paying all of its debts as they become due;
- (h) all financial information that it has provided to Consignor is true and accurate in all material respects and fairly represents Consignee's financial condition; and
- (i) the names and addresses of all creditors of Consignee holding a security interest under the UCC in the inventory of Consignee as of the date hereof are completely and accurately listed on [Exhibit A](#), attached hereto.

11.2 **Limited Product Warranty.** Consignor makes certain limited warranties regarding the Consigned Goods ("**Limited Warranty**"), solely to and for the benefit of Customers, which are set forth in the Franchisor-approved Repair Terms of Service made available to Consignee, as may be amended from time to time ("**Repair Terms of Service**"). The Limited Warranty is subject to the exclusions, limitations, disclaimers, requirements and procedures set forth in such Repair Terms of Service.

12. **Dispute Resolution.** Any and all disputes that arise under this Agreement, shall be handled in accordance with Article 19 of the Franchise Agreement.

13. **Miscellaneous.**

13.1 **Further Assurances.** Upon Consignor's request, Consignee shall execute and deliver all such further documents and instruments, and take all such further acts, as necessary to give full effect to this Agreement.

13.2 **Entire Agreement.**

(a) Subject to **Error! Bookmark not defined.****Error! Reference source not found.**, this Agreement, including all related exhibits, together with any applicable Consignment Requests and Consignment Confirmations, constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

(b) Notwithstanding the foregoing, the terms of this Agreement prevail over any terms or conditions contained in any other documentation and expressly exclude any terms and conditions contained in any Consignment Request. In the event of any conflict between the terms of this Agreement and any Consignment Request or Consignment Confirmation, the terms of this Agreement shall prevail. In the event of any conflict between the terms of this Agreement and the Franchise Agreement, the terms of the Franchise Agreement shall prevail.

13.3 **Survival; Statute of Limitations.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement. Notwithstanding any right under any applicable statute of limitations to bring a claim, no action based on or arising in any way out of this Agreement may be brought by either Party after the expiration of the applicable survival period set forth in this Section 14.3 and the Parties waive the right to file any such Action after the expiration of the applicable survival period; provided, however, that the foregoing waiver and limitation do not apply to the collection of any amounts due to Consignor under this Agreement.

13.4 **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section 14.4). All Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Notice given by e-mail (with confirmation of transmission) will satisfy the requirements of this Section 13.4. Except as otherwise

provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the notifying Party has complied with the requirements of this Section 13.4.

Notice to Consignor: [CONSIGNOR ADDRESS]

E-mail: [E-MAIL ADDRESS]

Attention: [NAME AND TITLE OF OFFICER TO
RECEIVE NOTICES]

With a copy to: 140 11th Ave. N.

Nashville, TN 37203

E-mail: franchiselegal@asurion.com

Notice to Consignee: [CONSIGNEE ADDRESS]

E-mail: [E-MAIL ADDRESS]

Attention: [NAME AND TITLE OF OFFICER TO
RECEIVE NOTICES]

13.5 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

13.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

13.7 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.8 Amendment and Modification. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

13.9 Waiver. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:

- (i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or
- (ii) any act, omission, or course of dealing between the Parties.

13.10 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

13.11 Equitable Remedies. Each Party acknowledges and agrees that (a) a breach by Consignee of any of its obligations under Section 100 would give rise to irreparable harm to Consignor for which monetary damages would not be an adequate remedy and (b) in the event of a breach by Consignee of any such obligations, Consignor shall, in addition to any and all other rights and remedies that may be available to Consignor at law, equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Consignee agrees that it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 13.11.

13.12 Assignment. Consignee shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Consignor. No permitted assignment or delegation relieves Consignee of any of its obligations under this Agreement. Consignor may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Consignor's assets without the consent of Consignee.

13.13 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

13.14 No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13.15 Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions thereof to the extent these principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

13.16 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, AND (2) THEY AGREE THAT ORLANDO, FLORIDA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

13.17 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

13.18 Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Consignee to make payments to the Consignor hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) shortage of adequate power or transportation facilities. The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured

for a period of 30 days following written notice given by it under this Section 13.18, either Party may thereafter terminate this Agreement upon 30 days' written notice.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

UBREAKIFIX REPAIR PARTS CO

By: _____

Name:

Title:

CONSIGNEE:

By: _____

Name:

Title:

Address:

Email:

Phone:

EXHIBIT A
CREDITORS OF CONSIGNEE

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	January 1, 2022 (Exempt)
Hawaii	
Illinois	(Exempt by law)
Indiana	(Exempt by law)
Maryland	
Michigan	
Minnesota	
New York	(Exempt by law)
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

Exhibit R – 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 UBIF Franchising Co offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this disclosure document at the 1st personal meeting. **Michigan** requires that we give you this disclosure document 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first. **New York** requires that we give you this disclosure document at the earlier of the 1st personal meeting, or 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If UBIF Franchising Co does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit H.

The following is the name, principal business address and telephone number of each franchise seller offering this franchise:

- ☐ Theresa Madonia at 2121 S. Hiawasse Rd., Suite 120 Orlando, FL 32835 (877) 224-4349
- ☐ Brynson Smith at 2121 S. Hiawasse Rd., Suite 120 Orlando, FL 32835 (877) 224-4349
- ☐ _____
- ☐ See attached list.

Date of Issuance: May 24, 2022

See Exhibit H for our registered agent authorized to receive service of process.

I have received a disclosure document dated May 24, 2022.

A. Franchise Agreement	H. State Administrators and Agents for Service of Process
A-1 Mobile Unit Lease Addendum to Franchise Agreement	I. Table of Contents of Franchise Operations Manuals
A-2 Satellite Unit Addendum to Franchise Agreement	J. Closing Franchisee Questionnaire
B. Area Development Agreement	K. Template National Account Participation Agreement
B-1 Addendum to Area Development Agreement for Existing Franchisees	L. State Addenda
C. General Release	M. Sublease
D. Guaranty	N. Non-Disclosure Agreement
E. Confidentiality Agreement	O. Asset Purchase Agreement
F. System Information	P. Automotive Rentals, Inc. Lease Documents
G. Financial Statements	Q. Consignment Agreement
	R. Receipts

Date: _____

Prospective Franchisee:

By: _____

For: _____

Exhibit R – Receipt

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F. System Information	P. Automotive Rentals, Inc. Lease Documents
G. Financial Statements	Q. Consignment Agreement
	R. Receipts

Date: _____

Prospective Franchisee:

By: _____

For: _____