



## FRANCHISE DISCLOSURE DOCUMENT

MMI-CPR, LLC  
(A Delaware Limited Liability Company)  
7100 E. Pleasant Valley Road, Ste. 300  
Independence, Ohio 44131  
Telephone: (877) 392-6278  
[info@comptroub.com](mailto:info@comptroub.com)  
[www.comptroub.com](http://www.comptroub.com)

MMI-CPR, LLC dba Computer Troubleshooters offers a franchise using the “Computer Troubleshooters” and “CT Business Solutions” marks that provides technology services to primarily commercial customers and consumers from a home office or commercial office location approved in writing by us.

The total investment necessary to begin operation of a Computer Troubleshooters’ Franchise ranges from \$19,500 to \$45,000. This includes \$14,000 to \$24,000 that you must pay to the 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, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Sales Department at 7100 East Pleasant Valley Road, Suite 300, Independence, Ohio 44131, or 877-856-5101 Option #5.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read the entire contract carefully. Show the contract and this disclosure document to an advisor, like a lawyer or 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, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**Issuance Date: March 30, 2023**

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

## What You Need To Know About Franchising *Generally*

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

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

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

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

**Competition from franchisor.** Even if the franchise agreement grants 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 2](#).

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by, arbitration or litigation only in Ohio. Out-of-state , arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with franchisor in Ohio than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty payments and advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of investment.
3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
4. **Financial Condition.** The franchisor's financial condition as reflected in its financial statements (see Item 21), calls into question the franchisor's ability to provide services and support to you.

**NOTICE REQUIRED  
FOR PROSPECTIVE FRANCHISEES  
BY STATE OF MICHIGAN**

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice of it 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 terms 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 to first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
  - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
  - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

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

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

**The fact that there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation or endorsement by the Attorney General.**

Any questions regarding this notice should be directed to:

State of Michigan  
Consumer Protection Division  
Attention: Franchise Bureau  
670  
G. Mennen Williams Building, 1st Floor  
525 West Ottawa Street  
Lansing, MI 48913  
(517) 373-3800

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

**THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

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**EXHIBITS**

- Exhibit 1: Franchise Agreement
- Exhibit 2: Federal and State Administrators and Agent for Service of Process
- Exhibit 3: Table of Contents for Operations Manuals
- Exhibit 4: List of Existing Franchisees
- Exhibit 5: List of Former Franchisees
- Exhibit 6-A: Audited Consolidated Financial Statements
- Exhibit 6-B: Guaranty
- Exhibit 7: State Addenda
- Exhibit 8: Waiver and Release of Claims Agreement
- Exhibit 9: Receipts

## **ITEM 1 - THE FRANCHISOR AND ANY PARENTS, AND PREDECESSORS, AND AFFILIATES**

### **Names:**

To simplify the language in this Disclosure Document, “we”, “our”, “us” and “franchisor” refers to MMI-CPR, LLC dba Computer Troubleshooters, the franchisor. The terms “you” and “franchisee” refer to the legal entity which will own and operate the franchise. References to “you” or “franchisee” which are applicable to an individual or individuals will mean the principal owner or owners of the equity or operating control of the Franchisee. Each of your individual owner(s), partners, shareholders, or members, as applicable, must sign the Franchise Agreement and agree to be personally bound by certain provisions of the Franchise Agreement. In addition, each person who owns 20% or more of your entity must sign a Guaranty, which is attached as a Schedule to the Agreements. The spouse of an owner may also be required to sign the Guaranty.

### **Franchisor:**

MMI-CPR, LLC is a Delaware limited liability company that was organized on April 5, 2013. A Certificate of Formation was filed with the Secretary of State of Delaware for MMI-FGS, LLC on April 5, 2013. On September 13, 2013 a Certificate of Amendment was filed with (and accepted by) the Secretary of State of Delaware changing the name of the company from MMI-FGS, LLC to MMI-CPR, LLC. From the date of its formation to the date the Certificate of Amendment was filed, MMI-FGS, LLC was inactive. Our principal business address is 7100 East Pleasant Valley Road Suite 300 Independence, Ohio 44131. On October 31, 2019, we became a wholly-owned subsidiary of SOSI CPR, LLC, a Delaware limited liability company (“SOSI-CPR”). The principal business address of SOSI-CPR is 11222 Quail Roost Drive, Miami, FL 33157. SOSI-CPR has agreed to guarantee all of our obligations to you under the Franchise Agreement (See Item 21). The parent of SOSI-CPR is Service Optimization Solutions, Inc., a Florida corporation (“SOSI”). The principal business address of SOSI is 11222 Quail Roost Drive, Miami, FL 33157. The ultimate indirect parent of MMI-CPR, LLC dba Computer Troubleshooters is Assurant, Inc., a Delaware corporation and publicly traded holding company (“Assurant”). Assurant’s principal business address is 28 Liberty Street, 41<sup>st</sup> Floor, New York, NY 10005.

On October 31, 2019, we acquired substantially all of the assets of Computer Troubleshooters USA, Inc., (“CT USA”) which included all of the Computer Troubleshooters franchise agreements in the United States. CT USA was a Georgia corporation that was incorporated on May 3, 1999. CT USA offered Computer Troubleshooters franchises from May 1999 to October 2019. CT USA also operated a Computer Troubleshooters business from 2004 until November 2007. We have been offering Computer Troubleshooters franchises since we acquired the assets of CT USA. We have not operated a computer repair business similar to a Computer Troubleshooters business. As of December 31, 2022, there were 110 Computer Troubleshooters franchises and 1 affiliate-owned unit open and operational in the United States.

We also have been offering unit franchises for Cell Phone Repair (“CPR”) businesses since October 2013. In the past we have also offered area representative franchises for CPR. We do not operate a cell phone repair business similar to a CPR franchise. Cell phone repair businesses provide repair services we authorize for smart phones, cell phones, laptops, game systems and other electronic devices. Effective October 4, 2013, we acquired substantially all of the assets of CPR-Cell Phone Repair Franchise Systems, Inc., a Florida corporation which was incorporated in the State of Florida on March 15, 2007. Its principal place of business was 313 Ridgeview Drive, Summerville, Georgia 30747. They offered franchises for Cell Phone Repair Businesses from 2008 to 2013 but they were not involved in any other business. As of December 31, 2022 (i) there were 429 franchised CPR businesses open and operational in the United



States and 18 in Canada, and one affiliate-owned unit in the US, and (ii) there were 33 area representative territories in the US.

There are no affiliates required to be disclosed in this Item. Except as described above, neither we nor our predecessors have engaged in any other line of business or offered franchises in any other line of business; however, we may do so in the future. Our agents for service of process are disclosed and listed in [Exhibit 2](#).

### **The Franchise:**

If you meet our qualifications, we will offer you an opportunity to own a Computer Troubleshooters franchise with which you would provide managed service, managed security services, troubleshooting, networking, repair, remote support, data backup services, cloud services, and similar technology services to both business and residential customers. The focus and particular niche you will concentrate on will be providing localized, personal on-site service. You will be part of a franchise network with a uniform trade name and logo, offering standardized services. You may operate your business out of your own home or you may obtain separate commercial office space if you obtain our approval. You may not operate the franchise from a retail location without our specific written approval (e.g., a store front, kiosk, or spaces located in shopping centers, malls and other commercial spaces). If you become a franchisee, you must execute a Franchise Agreement with us. A form of that Franchise Agreement is attached as [Exhibit 1](#).

### **The Business:**

The general market for the service is primarily business customers. The market is not restricted to particular types of businesses or particular locations. The computer industry market has been growing and is expected to continue to grow. There are few regulations in the computer service industry.

Competition will come from independent operators, managed service providers, large corporate retail services, and other computer service franchises. However, independent operators can be restricted in the range of services they offer, and other computer service franchises are more centralized and generally charge higher prices to support their infrastructure.

## **ITEM 2 - BUSINESS EXPERIENCE**

MMI-CPR, LLC dba Computer Troubleshooters and CPR's managing member is SOSI. MMI-CPR, LLC dba Computer Troubleshooters and CPR have no officers or directors. The officers/directors of SOSI and other individuals who will have management responsibility relating to the sale or operations of franchises are as follows:

### **Director/President: Shelley Binkley**

Ms. Binkley has served as Director/President of SOSI since January 2023. Ms. Binkley also has served as Vice President of Optimized Service Delivery at Assurant, Inc. since April 2022. From March 2019 to March 2022, Ms. Binkley served as Assistant Vice President of Optimized Service Delivery at Assurant, Inc. From March 2019 to present, Ms. Binkley has worked primarily from Assurant's offices in York, Pennsylvania. From September 2018 to February 2019, Ms. Binkley was an Independent Business Consultant for Assurant Inc. Ms. Binkley was the Chief Operating Officer at Pulse8 Inc., headquartered in Annapolis, Maryland, from October 2015 to August 2018.

### **Director/Vice President: Kyle Davenport**

Mr. Davenport has served as Director/Vice President of SOSI since January 2019. Mr. Davenport also serves as Assistant Vice President of Solutions Engineering at Assurant, Inc. and has served in that capacity since November 2021. Mr. Davenport also served as Senior Director, Solutions Engineering at Assurant, Inc. from December 2018 to November 2021. Mr. Davenport works from Assurant's office located in Atlanta, Georgia.

### **Vice President, Retail Connected Living: Terry Jones**

Mr. Jones has served as Vice President, Retail Connected Living for Assurant Inc. since March 2023. Mr. Jones previously served as Director of Retail Operations for Assurant, Inc. from September 2022 to February 2023. He served as District Manager, Field Repair Operations for Assurant from September 2021 to August 2022. From January 2019 to September 2021, Mr. Jones served as Director of Sales Operations for Adcomm Digitel. From April 2009 to January 2019, he served as Director, Third Party Distribution/National Prepaid Channel for Sprint. Mr. Jones is based out of Assurant's office located in York, Pennsylvania.

### **Managing Director, Franchise Operations: Chris Jourdan**

Mr. Jourdan has served as Managing Director, Franchise Operations for Assurant, Inc. in Dunedin, Florida since February 2021. He previously served as our General Manager, Franchise Operations from March 2020 to January 2021. Before that, Mr. Jourdan was our Senior Vice President of Retail from May 2017 to February 2020, based out of our principal business office located in Independence, Ohio.

## **ITEM 3 - LITIGATION**

Daytona Tech Repair, LLC and Deland Tech, LLC, Individually and on behalf of all other situated v. MMI-CPR, LLC. (the "Company") and Assurant Inc. ("Assurant"), Case No. 1:22-cv-01093, filed June 21, 2022, United States District Court for the Northern District of Ohio, Cleveland Division. The plaintiffs (one current and one former CPR franchisee) filed a putative class action suit against the Company and Assurant. The suit alleges that the Company breached the franchise agreement and the covenant of good faith and fair dealing, violated Ohio's business opportunity and deceptive trade practice statutes, and made common law fraudulent and negligent misrepresentations and omissions. In support of these claims, plaintiffs allege that the Company required franchisees to exclusively deal with an OEM battery supplier that allegedly charged higher prices and sold more defective parts than other suppliers, failed to provide information relating to marketing expenses, failed to provide information relating to alleged competing activity by Assurant, and failed to provide advisory services. (the "Class Action"). Plaintiffs sought punitive and compensatory damages, pre-and post-judgment interest, and reasonable attorneys' fees and expenses. On September 1, 2022, the Company and Assurant moved to stay the proceedings pending arbitration under the franchise agreements' mandatory arbitration provision. The court granted that motion on October 7, 2022.

Between January 12 and March 24, 2023, plaintiffs and prospective putative class members from the Class Action filed individual demands for arbitration against the Company and Assurant with the American Arbitration Association. Each arbitration demand asserts several of the same claims as the Class Action, including that the Company breached the franchise agreement, breached the covenant of good faith and fair dealing, violated state fraudulent and negligent misrepresentations law, and tortiously interfered with existing and prospective agreements and business relationships. Many arbitration demands further allege that the Company violated state deceptive trade practices and business opportunity laws. In each of the following arbitrations, the claimants seek exemplary, punitive, and compensatory damages, pre- and post-judgment interest, and attorneys' fees and expenses totaling \$150,000-\$300,000:

- Daytona Tech Repair, LLC and Deland Tech, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1143, filed January 12, 2023, American Arbitration Association.
- Ariba Repair, LLC and Ariba, LLC v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-1249, filed January 12, 2023, American Arbitration Association.
- Digital Device Services, Inc. v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-1528, filed January 12, 2023, American Arbitration Association.
- Forth Enterprises, Inc. v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-1526, filed January 12, 2023, American Arbitration Association.
- LivWest Technology LLC and Tech Solutions 3 LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1525, filed January 12, 2023, American Arbitration Association.
- Phone Fixers Westland LLC and Cell Fix and Repair Dearborn Heights, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1159, filed January 12, 2023, American Arbitration Association.
- Rockstar Computers, LLC v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-1162, filed January 12, 2023, American Arbitration Association.
- Sidka Technologies, LLC v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-1147, filed January 12, 2023, American Arbitration Association.
- Volunteer Cellular, Inc. v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-1252, filed January 12, 2023, American Arbitration Association.
- Forbel Enterprises, LLC v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-1735, filed January 12, 2023, American Arbitration Association.
- Top Phone Repair Plus, Inc. v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-1739, filed January 13, 2023, American Arbitration Association.
- Device Doctors LLC and Cell Fix and JTEP Holdings LLC v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-2276, filed January 18, 2023, American Arbitration Association.
- Phones R Us LLC v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-2268 filed January 18, 2023, American Arbitration Association.
- Eddings Mericle Enterprise, LLC v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-1953, filed January 18, 2023, American Arbitration Association.
- JML Enterprises Corp. v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-1971, filed January 18, 2023, American Arbitration Association.
- iFixit, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-2735, filed January 20, 2023, American Arbitration Association.
- Triple Peninsula Partners, LLC v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-2531, filed January 20, 2023, American Arbitration Association.
- Gizmos Repair, LLC and Unboxed Wireless, LLC v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-2965, filed January 23, 2023, American Arbitration Association.
- IFIX It All, LLC v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-3824, filed January 27, 2023, American Arbitration Association.
- KG, LLC v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-4475, filed February 1, 2023, American Arbitration Association.
- Repair Right Fix Fast, Inc., Case No. 01-23-0001-2527, filed March 29, 2023, American Arbitration Association.
- Zaakr, Inc., Case No. 01-23-0001-2948, filed March 29, 2023, American Arbitration Association.
- Traut Enterprises, LLC v. MMI-CPR, LLC, Assurant Inc., Chris Jourdan, and Blair Frock, Case No. – 01-23-0001-2201, filed March 23, 2023, American Arbitration Association.
- The Renaissance Dimension, Inc. v. MMI-CPR, LLC, Assurant Inc., Chris Jourdan, and Blair Frock, Case No. 01-23-0001-2198, filed March 23, 2023, American Arbitration Association.

- LMLD Corp. v. MMI-CPR, LLC, Assurant Inc., Chris Jourdan, and Blair Frock, Case No. 01-23-0001-2195, filed March 23, 2023, American Arbitration Association.
- Dancie Enterprises, Inc. v. MMI-CPR, LLC, Assurant Inc., Chris Jourdan, and Blair Frock, Case No. 01-23-0001-2194, filed March 23, 2023, American Arbitration Association.
- Brannon Ventures, Inc. v. MMI-CPR, LLC, Assurant Inc., Chris Jourdan, and Blair Frock, Case No. 01-23-0001-2200, filed March 23, 2023, American Arbitration Association.
- Tech Solutions II, LLC & Elliott Solutions, LLC, Assurant Inc., Chris Jourdan, and Blair Frock, Case No. 01-23-0001-2946, filed March 29, 2023, American Arbitration Association.

In the last six arbitration demands listed above, claimants filed the arbitration demands alleging the same claims against Chris Jourdan as well as the Company and Assurant.

The parties have agreed to defer future deadlines under each arbitration until claimants' counsel gives notice that it does not expect to initiate any additional arbitrations against either the Company or Assurant. Claimants' counsel has advised us that there will be approximately 35 arbitration demands filed. As of the issuance date of this Disclosure Document, 28 arbitration demands have been filed. Therefore, we anticipate several similar arbitration demands to be filed.

Other than the above, no litigation is required to be disclosed in this Item.

#### **ITEM 4 – BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

#### **ITEM 5 - INITIAL FEES**

If you sign a Franchise Agreement, you must pay us a non-refundable Initial Franchise Fee of \$20,000. Your Initial Franchise Fee shall be reduced to \$10,000 for any additional Computer Troubleshooters franchises you purchase. If you are converting your existing business to a Computer Troubleshooters franchise or are a Cell Phone Repair franchisee, your Initial Franchise Fee shall be reduced to \$10,000.

If you are an honorably discharged military veteran purchasing your first Computer Troubleshooters franchise, the initial franchise fee shall be reduced to \$16,000.

All franchisees pay an initial lump sum franchise fee as discussed above, due upon the execution of Franchise Agreement. All fees are non-refundable.

Proceeds from the initial franchise fee are used to pay for initial training sessions and initial marketing & promotional materials, as well as the ongoing administrative, technology, marketing, and accounting services of the Franchisor.

You will pay to us \$4,000 in lump sum, which will be used solely as an initial marketing fund for your business. Once collected, we will disperse this money to you for marketing related initiatives for the first three (3) months you are open and operating. These initiatives include but are not limited to local marketing; branded clothing; digital marketing; and direct mailing. The initial marketing fund expense is uniformly collected.

## ITEM 6 - OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee (defined below)	During the first (1 <sup>st</sup> ) year of your Franchise Agreement, your Royalty Fee will be waived for the first two (2) months after the effective date of your Franchise Agreement. Beginning on the third (3 <sup>rd</sup> ) month and for the rest of the first (1 <sup>st</sup> ) year, your Royalty Fee shall be \$300 per month. For the second (2 <sup>nd</sup> ) year of your Franchise Agreement, your Royalty Fee shall be \$500 per month. For remainder of the Franchise Agreement term, your Royalty Fee shall be \$750 per month.	Payable monthly by the third day of each following month	This payment does not start until the second month after the effective date of your Franchise Agreement. The Royalty Fee can increase by no more than \$20 per year and can only be increased upon 30 days' notice. We may charge interest at the rate of 1.5% per month on Royalty Fees that are not paid within thirty days of the date due. We may require you to use reporting software (i.e., Autotask and ConnectWise).
National Advertising Fund	Up to \$150 per month.	Payable on the third business day of each month.	This payment does not start until the third (3 <sup>rd</sup> ) month after the effective date of your Franchise Agreement. The fee can increase by no more than 10% per year and can only be increased upon 30 days' notice. We may charge interest at the rate of 1.5% per month on fees that are not paid within 30 days of the date due.
Required Local Marketing	\$1,000 per month	Monthly	Required to spend on local marketing beginning the fourth (4 <sup>th</sup> ) month of your Franchise Agreement, utilizing the local marketing company of your choice. You must provide us with receipts upon request.
Annual Conference Registration Fee	\$25 per month	Monthly	The fee is to cover registration for 1 person for the annual conference. In the event you cannot attend the annual conference, the amount paid is non-refundable. The fee does not include travel expenses to attend conference.
Transfer	\$3,000 (plus taxes or levies where applicable)	At time of transfer	As pre-conditions of the Franchisor's consent to any transfer or assignment, the Franchisor will require the Franchisee to pay a "Transfer Fee" to cover the costs of training the incoming franchisee, opening supplies and other set-up costs.
Renewal Fee	\$2,000	30 days prior to renewal	You must also sign a Waiver and Release of Claims Agreement.

Type of Fee	Amount	Due Date	Remarks
Technology Fee	\$150	Monthly	For your use of certain third-party proprietary software that we provide to you.
Non-Compliance Fee	\$200 per violation	Immediately	Charge for failure to comply with Franchise Agreement terms and conditions.
Early Termination Fee	Will vary under circumstances	Upon early termination	If the franchise agreement is terminated due to your default, then you must pay us an amount equal to 1 times the royalty fee payable to the Franchisor in the last 12 months. If your franchise has been operational for less than 12 months, you must pay us an amount equal to 1 time the royalty fee payable to us for the entire period that your franchise has been open for business.
Interest	An amount equal to 1.5% per month (compounded daily) or the highest amount permitted by law on any amount owed to us and not paid for 15 days past its due date.	As incurred	Owed only on amounts not paid to us for more than 15 days past their due date.

**Notes:**

1. All fees are non-refundable.
2. All fees may not be uniform among all franchisees.
3. Royalty Fees and advertising fees are payable to the franchisor. You must sign an ACH Authorization Form (attached to the Franchise Agreement) permitting us to electronically debit your designated bank account for payment of all fees. We will charge you \$25 for each dishonored debit.

**ITEM 7 - ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchisee Fee	\$10,000 to \$20,000 (Note 1)	Lump Sum	Upon execution of Franchise Agreement	Us
Initial Marketing Fund	\$4,000 (Note 2)	Lump Sum	Upon execution of Franchise Agreement	Us
Traveling and Living Expenses while Training	\$500 to \$1,000 (Note 3)	As incurred	During training	Hotels, Restaurants, Airlines, and Gasoline Stations

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Real Estate and Improvements	\$0 to \$6,000 (Note 4)	As negotiated	As negotiated (usually monthly)	Landlord or Contractor
Equipment	\$0 to \$500 (Note 5)	As incurred	Supplier terms	Computer Suppliers, Internet Service Providers
Signs	\$500 to \$3,000 (Note 6)	As incurred	Supplier terms	Signage companies
Miscellaneous Opening Costs	\$1,000 to \$2,000 (Note 7)	As incurred	As incurred	Suppliers, Utilities etc.
Opening Inventory	\$500 to \$1,500	As incurred	Supplier terms	Suppliers etc.
Insurance (3 months)	\$2,000 to \$4,000 (Note 8)	As incurred	Supplier terms	Insurance Provider
Additional Funds (3 months)	\$1,000 to \$3,000 (Note 9)	As incurred	As incurred	Advertising Suppliers
<b>Total</b>	<b>\$19,500 to \$45,000</b> <b>(Note 10)</b>			

**Notes:**

1. We do not finance any fee. As described in Item 5, your initial franchise fee will be reduced to \$10,000 if (i) the franchise you purchase pursuant to this Disclosure Document is your second or subsequent additional Computer Troubleshooters franchises, (ii) if you are converting your existing business to a Computer Troubleshooters franchise or (iii) are an existing Cell Phone Repair franchisee. If you are an honorably discharged military veteran purchasing your first Computer Troubleshooters franchise, the initial franchise fee shall be reduced to \$16,000.
2. You will pay to us \$4,000, which will be used solely for local marketing during the first 3 months your business is open and operating. We will disperse the funds to you as you incur marketing expenses.
3. There is no fee for initial training conducted at our offices in Independence, Ohio or at other mutually approved locations, however, you will incur related travel and living expenses.
4. The business must be operated from home or a corporate office approved by us and no special improvements are required. If working from home is not possible, you may incur additional expenses to lease or purchase minimal office space in which to operate the business. In the event you choose to lease or purchase an office space, a space as small as 100 sq. ft. is sufficient to operate the business as the business is primarily operated on site at the customer's location. In most cases, the terms and conditions of all agreements relating to the purchase, lease and alteration of the office will be negotiated solely by you.
5. You will most likely have all the equipment needed to run the business, as you may use any standard industry computer system, with Internet access, situated in a home office environment. If you do need to obtain a computer, software or communications equipment, you can obtain these from a local supplier as we do not provide them as part of the franchise fee. It is your responsibility, at your own expense, to obtain such computer and communications equipment necessary to operate

the franchise. We can recommend suitable equipment, but we make no specific requirements as to the equipment needed.

6. In most cases, you will operate from a home office and signage is limited to a vehicle sign.
7. Additional Opening costs may be required for a business phone line, Internet access, legal costs, and business insurance.
8. You must maintain in force the policies of insurance issued by carriers approved by us covering various risks for your MMI-CPR, LLC dba Computer Troubleshooters Business. We may specify the types and amounts of coverage required under these policies and require different and/or additional kinds of insurance at any time, including excess liability insurance. The figures above are an estimate of insurance costs for the first 3 months of operation. The cost of insurance coverage can vary from state to state and from city to city. Premiums are affected by experience rate, location, nature of business, business organization and many other factors. As part of your due diligence in analyzing your expenses, you should obtain insurance premium quotes available in your location.
9. This estimate is for your initial start-up expenses. These expenses are primarily a weekly advertising budget for local area promotion of between \$250 and \$300 per week. No staff is required and, if there is a need for sub-contractors, they can be paid out of income received. We cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as how well you follow our methods and procedures; your management skill; experience and business acumen; local economic conditions; the local market for your services; competition and the sales level reached.
10. We have relied on our affiliates' experience in the computer service business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer direct or indirect financing to you for any items. While we do not offer financing, we understand that several of our existing franchisees have obtained financing from outside sources, including those arranged with the assistance of the Small Business Administration. We may provide you, on a voluntary basis, with suggestions for financing sources.

## **ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

We may require that you purchase the following source restricted goods and services for use in connection with the development and ongoing operation of your Business: Autotask (or a similar software), which will assist you with invoicing, ticketing, contract management, employee management, managing customer relationships and scheduling appointments; ConnectWise (or a similar software), which will assist you with monitoring, managing, and protecting customer information; and other supplies designated by us periodically to operate the System. By "source restricted," we mean that the product or supply must be purchased from one or more approved or designated suppliers. We estimate that between 20-25% of the total purchases that will be required to establish your Business and between 20-25% of your ongoing operating expenses will consist of source restricted goods or services.

Currently you are not required to purchase any products or services from us or any of our affiliates; however, we may require you to do so in the future. Our specifications and a list of approved and designated suppliers are listed on the intranet site. We will notify you within 30 days of any changes to, or the establishment of, specifications, or approved or designated suppliers, or the revocation of the approval of



existing designated or approved suppliers. This notice may be disseminated to you by various means, including written or electronic correspondence, verbal or telephonic notification, amendments, or updates to the Electronic Operations Manual, memos, news items, and similar means of communication.

The specifications for determining an approved supplies are available to franchisees and include standards for quality, delivery, performance, design, appearance and price of the product or service as well as the dependability, reputation, and financial viability of the supplier.

If you desire to purchase or lease any items from a non-approved supplier, you must submit to us a written request for approval. We will not charge you to review your request and evaluate the non-approved supplier. We do not negotiate purchase agreements with suppliers for the benefit of franchisees. We may require that samples from the proposed supplier be delivered, at no charge to us, either to us or to our designee for inspection. We will notify you in writing within 30 days of your request of our approval or disapproval of the proposed supplier. We may, at our option, re-inspect the products of any approved supplier and revoke our approval upon the supplier's failure to meet any of our then current minimum standards and specifications.

Neither we nor any of our affiliates derived any revenue from franchisee purchases or leases during the fiscal year ended December 31, 2022. Neither we nor any of our affiliates derived any revenue or other consideration from third parties based on franchisee purchases during fiscal year ended December 31, 2022. Additionally, there are no preferred suppliers in which any of our officers owns an interest.

There are no purchasing or distribution cooperatives that you must participate in; however, we may require you to participate in such cooperatives in the future. We may negotiate purchase agreements with suppliers for the benefit of our franchisees. We do not provide any material benefit to any franchisee based on its purchase of particular products and services or use of particular suppliers; however, we may do so in the future.

### Insurance

You will maintain in force, at your own expense, the insurance coverages and limits that we require as described in the Operations Manual, including workers' compensation and employer's liability insurance (or a copy of your state-filed rejection form or waiver, if and where applicable), commercial general liability insurance (including products and completed operations liability coverage and additional insured status), and automobile liability insurance coverage, from insurance carriers meeting our requirements as outlined in the Operations Manual. We may revise the types and amounts of coverage required under such policies and require different and/or additional kinds of insurance at any time.

The insurance coverages as outlined below are not intended to take the place of competent advice from a qualified insurance agent, attorney or other expert. You may need to purchase insurance in addition to what we list in order to properly protect your business. Please consult your expert.

Each liability insurance coverage shall designate us, as provided in the Operations Manual, and any parent or affiliate we designate, as an additional insured. A fee may be charged by your insurance carrier for this. Each policy must contain a waiver of all subrogation rights against us, our affiliates and any of our successors or assigns, and must apply as primary without contribution from any insurance policy carried by us as further specified in the Operations Manual.

As part of your decision-making process and due diligence, you should obtain insurance premium quotes in order to analyze and understand your anticipated expense in order to comply with the required minimum insurance coverage requirements which are as follows:

- **Workers’ Compensation Insurance**

Workers’ Compensation insurance to the extent required by applicable laws and Employer’s Liability insurance coverage of at least \$250,000 for bodily injury by accident and at least \$250,000 for bodily injury by disease, with an aggregate of at least \$250,000. This insurance shall include waiver of subrogation clauses.

- **Commercial General Liability Insurance**

Commercial General Liability Insurance, including coverage for Bodily Injury (including coverage for assault and battery) and Property Damage (including Products and Completed Operations coverage), and for Personal and Advertising Injury liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and a Products and Completed Operations aggregate of \$2,000,000. Coverage shall be on an occurrence basis with defense costs outside the limits of insurance and shall include a fee for additional insured status to include MMI-CPR, LLC and its parents and affiliates as additional insureds for ongoing and completed operations, shall provide cross-liability coverage, and shall apply on a primary basis and without any right of contribution from any insurance carried by or providing coverage to MMI-CPR, LLC and its parents and affiliates. This insurance shall include waiver of subrogation clauses.

- **Commercial Auto Liability Insurance**

In the event a motor vehicle is to be used in the operation of the Franchise, you shall purchase and maintain Commercial Automobile Liability Insurance covering liability arising out of any auto (owned, hired, leased, rented, borrowed, and non-owned) with a combined single limit of not less than \$1,000,000. This coverage shall include MMI-CPR, LLC and its parents and affiliates as additional insureds (“Additional Insureds”), shall provide cross-liability coverage, and shall apply on a primary basis and without any right of contribution from any insurance carried by or providing coverage to the Additional Insureds. This insurance shall include waiver of subrogation clauses and/or endorsements pursuant to which each insurance company shall waive its right of subrogation against the Additional Insureds.

### ITEM 9 - FRANCHISEE’S OBLIGATIONS

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

Obligations		Section in Franchise Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Not applicable	Item 11
b.	Pre-opening purchases/leases	Not applicable	Item 7
c.	Site development and other pre-opening requirements	Not applicable	Item 11
d.	Initial and ongoing training	Section 7	Item 11
e.	Opening	Not applicable	Item 11
f.	Fees	Section 6	Items 5 and 6

Obligations		Section in Franchise Agreement	Disclosure Document Item
g.	Compliance with standards and policies	Sections 8-14	Item 11
h.	Trademarks and proprietary information	Section 4	Items 13 and 14
i.	Restrictions on products/services offered	Section 8	Item 16
j.	Warranty and customer service requirements	Not applicable	Item 11
k.	Territorial development and sales quotas	Section 5	Item 12
l.	Ongoing product/service purchases	Not applicable	Item 8
m.	Maintenance, appearance and remodeling requirements	Section 14	Item 11
n.	Insurance	Section 11	Item 7
o.	Advertising	Section 13	Items 6, 7, and 11
p.	Indemnification	Sections 4, 10, 17, 19	Not applicable
q.	Owner's participation/management/staffing	Section 10	Item 15
r.	Records and reports	Section 12	Item 6
s.	Inspections and audits	Section 12	Item 6
t.	Transfer	Section 15	Item 17
u.	Renewal	Section 3	Item 17
v.	Post-termination obligations	Section 17	Item 17
w.	Non-competition covenants	Sections 4(g) and 17	Item 17
x.	Dispute resolution	Section 19	Item 17
y.	Other Intellectual Property	Section 18	Item 14
z.	Owner/Shareholder personal guarantee	Appendix A	Item 15

## ITEM 10 - FINANCING

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

We may provide you, on a voluntary basis, with suggestions for financing sources, but we are not obligated to provide you such documents, and we do not negotiate any financing arrangement.

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

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

Some or all of the assistance and related obligations which we are required to provide to you under the Franchise Agreement may be provided by third party designees. We have entered into agreements with such third-party designees to provide management and operational support services to you on our behalf.

## Before Opening

Before you open your business, we will:

- (1) Consider factors such as general location and neighborhood when approving your commercial office space. You may operate your business out of your own home, or you may obtain separate commercial office space if you obtain our approval. We do not generally own the franchise premises or lease premises to our franchisees.
- (2) Designate your territory (Franchise Agreement §§ 2 and 5). We approve the size of your territory based on factors such as population density, demographics, and other geographic data.
- (3) Train you as set out in the table at the end of Item 11 (Franchise Agreement § 7).
- (4) Provide you with training materials and access to the electronic operations manual (shared private site) (Franchise Agreement § 7(a)). During the operation of your franchise business, we will provide the following (subject to change):

**Infrastructure Support.** Infrastructure support services include: a webpage tailored for your franchise, provision of a branded email system for use by franchisees and their employees, and access to the Shared Private Site.

**Shared Private Site.** The shared Private Site houses information regarding product line development, marketing and sales documentation, initiatives, vendor information and franchisor communications including event announcements, franchise initiatives, and monthly calls. Also included is the ability to participate in group forums that provide access to all franchise owners and their staff and covers topics including business, technical, sales and marketing, employee management, client management and industry discussions. These are meant to help facilitate interaction and a knowledge exchange between franchisees.

**Autotask.** You are required to use Autotask, a third-party software. We will provide you with a license to use access to and shall be required to use Autotask (or a similar software), which will assist you with invoicing, ticketing, managing customer relationships, employee management, contract management, and scheduling appointments. The license fee for Autotask is included in your Technology Fee. You have the option to purchase additional user accounts directly from the supplier. We may from time to time add or remove features from this system. All information stored in the Autotask system and the Shared Private Site is the exclusive property of the Franchisor and upon termination of this agreement, for any reason, remains with Franchisor.

You are required to use ConnectWise a provider of third-party solutions for unified technology monitoring and management, cybersecurity management, business management, and integrated software services. We may from time to time add or remove features from this vendor program. All information stored in the ConnectWise system and the Shared Private Site is the exclusive property of the Franchisor and upon termination of this agreement, for any reason, remains with Franchisor.

**Training Support.** Training support services include both online training webinars and periodic live training sessions. Franchisee and any staff attending live training sessions may pay a registration fee, if applicable, and must also pay all travel and living expenses.

**New Franchisee Follow Up Training.** We may provide coaching for 8 weeks following the opening of your franchise. This coaching is conditioned upon the instructor's assessment of your operation and adaptation of our "best practices." (Franchise Agreement § 7)

**National & Regional Conferences.** Franchisor may conduct a mandatory annual national conference and up to 6 regional conferences per year. The conference agendas vary. However, agendas generally provide training on franchise management, technical training, marketing and sales training, and access to vendor representatives. Informal interaction with peers provides additional value to attendees. You will pay to us a non-refundable monthly fee of \$25 as a registration fee to attend the annual conference.

**Benchmarking & Best Practices.** Annually you will be required to complete a benchmark survey. Survey results will be tabulated and shared. “Best Practices” will be identified and highlighted.

**Sales and Marketing Support.** Sales and Marketing support services include:

- **Email Marketing Program** –provided by Franchisor.
- **Collateralized Marketing Materials** – Franchisor shall, from time to time, design, produce and distribute collateral marketing materials (e.g., mouse pads, pamphlets, brochures, etc.) to the Franchisees.
- **Power Point (PPT) Presentations** –Franchisor shall, from time to time, develop and distribute Power Point Presentations to the Franchisee(s) for use in conjunction with the Franchisee’s marketing activities.
- **Search Engine Optimization (SEO) Services** – Franchisor engages a SEO marketing consultant to assist Franchisor to enhance the search rankings for the corporate provided websites. It is expected that Franchisees will continue to develop the SEO of their respective webpages on their own through local organic SEO work. The Franchisor may be able to provide Franchisees with suggested resources for additional SEO assistance.
- **Pay Per Click (PPC) Advisory Services** – Franchisor monitors its’ webpage’s performance for certain key word searches commonly used by customers seeking computer repair service providers, managed service providers and other services provided by franchisees. Franchisor shall periodically provide Franchisee with recommendations, with supporting analytical data, regarding Franchisee’s use of Pay Per Click advertising. If Franchisee elects to utilize PPC campaign(s), Franchisee will pay for these campaigns on their own.
- **Social Media Content Management Services** – Franchisor may periodically provide franchisees with content for various social media outlets.
- **Preferred Vendors** – Franchisor expends considerable energy keeping abreast of changing market conditions and technological developments. Franchisor may conduct a Request for Consideration (RFC) process for vendors providing select product or service offerings. Evaluation of prospective vendors may involve franchisees, especially franchisees that may have experience with prospective vendors. Prospective vendor considerations include quality of product/service offering, technical training, marketing and sales support. Franchisor may negotiate prices employing the bulk buying power of the franchise system for volume discounts. After review, Franchisor may designate a particular vendor a “Preferred Vendor.” Franchisor does not require exclusive usage of “Preferred Vendors,” but reserves the right to do so in the future.

**National Advertising Fund.** We may provide marketing suggestions, templates, collateral, and content to be used by you at your own expense. We can manage the Advertising Fund and spend its money as we deem appropriate for the Computer Troubleshooters brand. Other than making Advertising Fund expenditure, we are not obligated to conduct any advertising for the Computer Troubleshooters brand.

You are permitted to use your own advertising material, but this must conform to our guidelines. (Franchise Agreement § 13).

You are not obligated to participate in any local or regional advertising co-operatives apart from the Advertising Fund. As of the issuance date of this disclosure document, there is no advertising council; however, we may set up one in the future and may require you to participate in it.

Franchisees currently contribute \$150 per month to the Advertising Fund the second month after the effective date of the Franchise Agreement. The fee can increase by no more than 10% per year and can only be increased upon 30 days' notice. (Franchise Agreement § 6(c)). Your monthly contribution to the Advertising Fund may differ from the contribution made by other franchisees. The affiliate-owned outlet does not contribute to the Advertising Fund.

We administer the fund and internally prepared financial statements, which are unaudited, are available for you to view. The fund's financial statements can be inspected by franchisees during normal business hours, upon thirty (30) days' written request. Franchisees may request an unaudited internal financial statement of the Advertising Fund in which Franchisee contributions are held, which must be provided by Franchisor within 30 days of receipt of the franchisee's written request.

We do not currently receive any payment for providing goods or services to the Advertising Fund. Neither we nor the Advertising Fund are obligated to spend any amount of money in your area. If all advertising funds are not spent in the fiscal year, then the remaining funds are "rolled over" for use the following year. During the last fiscal year, we spent 30% of the advertising fund on media placement, and 70% on marketing development. No portion of the Advertising Fund is used to solicit franchisees.

Currently, there is no advertising cooperative formed.

Beginning on the fourth (4<sup>th</sup>) month your business is open and operating, you are required to spend at least \$1,000 per month for local marketing. We may request supporting documentation for your advertising expenditures.

**Computer and Communications Systems.** We are not obliged to provide or assist you to obtain electronic cash registers or computer systems. You will not be required to buy or use electronic cash registers. You'll need a computer system which is capable of accessing the internet, sending, and receiving email, and creating documents and spreadsheets using Microsoft Office or compatible software applications. See Item 7, "Equipment" for more information about computer equipment that you may need. The types of data to be generated or stored in the computer system are customer information, standard accounting information, and standard business documents including training guides, business forms, proposals, etc. Many franchisees choose to use their existing computer equipment, but if a new computer system is purchased, the expected cost to purchase a system which meets the requirements would be between \$500 and \$2,000 depending on the franchisee's choices regarding performance and features of the computer, payable to any reputable computer seller. We do not sell nor recommend specific computer models or resellers. We will not have independent access to all the information stored on your computer systems and related software.

You must upgrade your software as appropriate upgrades become available. If necessary, you must also upgrade the hardware used to run the software. We do not limit the frequency or cost of this obligation. However, we do estimate the annual costs of any optional or required maintenance update, upgrading or support contracts is \$500 to \$1,000. This is based on the expectation that new equipment will need to be purchased every 2-4 years. Regarding Autotask, or the then current system, we may revise our specifications and to specify computer, information, and communication systems, including Internet access, as we reasonably determine. You are solely responsible for protecting your computer hardware and software from viruses and other computer-related and technology-related problems.

We will charge you a Technology Fee of up to \$150 per month and may increase such Technology Fee for your use of certain proprietary software we may provide or obtain on your behalf. You must utilize the technology services as we mandate in the Operations Manual, such required technology services are subject to change from time to time (e.g., Autotask, etc.).

You will typically work from a home office or a corporate office approved by us. You may not operate the franchise from a retail location without our specific written approval (e.g., a store front, kiosk, and spaces located in shopping centers, malls and other commercial spaces). We do not provide assistance in selecting the site, but the site must be within your designated territory.

**Typical Length of Time Before You Can Open Your Business.** We do not estimate the length of time between signing the Franchise Agreement and the opening of your business but you are required to open your business within 30 days after completing the initial training program.

**Initial Training Program.** Initial training is conducted in Independence, Ohio or alternate location designated by us. Initial training lasts for four (4) days and is arranged and organized at a time to best suit you and the instructors and covers the three main areas of business management, sales and marketing, and operations. The initial training program is generally held once a month. Ms. Kim Weinberger supervises and conducts Computer Troubleshooters franchise training.

The Electronic Computer Troubleshooters Operations Manual is the main source of instructional material, which contains 146 pages. The table of contents of the Electronic Computer Troubleshooters Operations Manual is shown in Exhibit 3.

The cost of the initial training program is included in the initial franchise fee. You must pay your travel and accommodation expenses. (Franchise Agreement § 7). You may be required to attend additional subsequent programs in order to adequately understand the products offered by our vendor partners.

**Franchise Training Program Franchise Territory/ Service Package**

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction to Computer Troubleshooters	1 hour	0 hours	Independence, OH Corporate Office or other designated location
Franchise Requirements	1 hour	0 hours	Independence, OH Corporate Office or other designated location

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-The-Job Training</b>	<b>Location</b>
Franchise Infrastructure	1 hour	0 hours	Independence, OH Corporate Office or other designated location
Introduction to the Vendor Program	1 hour	0 hours	Independence, OH Corporate Office or other designated location
Building Your Business: Office Requirements, Staffing, Accounting, and Branding	1 hour	0 hours	Independence, OH Corporate Office or other designated location
Marketing Resources Provided By Corporate	3 hours	0 hours	Independence, OH Corporate Office or other designated location
Local Marketing For Your Business	3 hours	0 hours	Independence, OH Corporate Office or other designated location
Business Solutions Program-Building Your MSP	8 hours	0 hours	Independence, OH Corporate Office or other designated location
Vendor Program Training	6 hours	0 hours	Independence, OH Corporate Office or other designated location
Professional Services Automation (PSA) Training	2 hours	0 hours	Independence, OH Corporate Office or other designated location
Selling Your Product and Services	2 hours	0 hours	Independence, OH Corporate Office or other designated location
Creating a Business Plan	2 hours	0 hours	Independence, OH Corporate Office or other designated location
Creating a Plan of Action for Year 1	1 hour	0 hours	
<b>Total</b>	<b>32 hours</b>	<b>0 hours</b>	

**Notes:**

1. The Electronic Computer Troubleshooters Operations Manual is included on our intranet site and its content is utilized greatly during training.



2. The initial training program is mandatory for all franchisees or a designated manager. You may bring along one additional staff member at no additional cost. Additional attendees may attend at the cost of \$1,000 per person. You or your manager must complete the course to our satisfaction. (Franchise Agreement § 7(a)).
3. On-demand training and educational materials are provided in an online format. Additional training programs and refresher courses are provided to all franchisees on a regular basis and may be conducted as part of regional meetings.
4. In addition to the initial training program, we offer 2-day optional onsite training at the site of your business for \$1,000 plus the travel expenses of the trainer.
5. There is no specific time after signing of the Franchise Agreement and before opening for you to complete the required training, however you must open for business within 30 days after you have completed the initial training program.
6. Training will be conducted or supervised by Kim Weinberger who has 21 years of experience in the field and 21 years of experience with us.

#### **ITEM 12 – TERRITORY**

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, you will receive a geographical business territory within which we will not operate a Computer Troubleshooters business or grant a franchise to anyone else to operate a Computer Troubleshooters franchise (the “Business Territory”). Any inquiries, leads, or orders in your territory will be given to you within which we will not grant a Computer Troubleshooters franchise. A Business Territory is defined as the names and contact information of up to 4,000 small to medium sized businesses within a selected list of contiguous zip codes that we shall provide to you, which we have acquired from infoUSA (also known as Sales Genie), or another national database provider. Your territorial protection is not dependent upon achievement of certain sales volume, market penetration or any other contingency. Once you have signed your franchise agreement, you will retain your geographical Business Territory regardless of whether the population increases or decreases.

We will grant you a franchise based on a specific location of your choosing. You must receive our permission before relocating. You do not have the right, option, or right of first refusal to operate additional franchised CT outlets within your territory or any contiguous territories. You must operate your franchise out of either a home office or a corporate office approved by us.

For Residential and Small/Medium Sized Commercial Customers, you will only undertake direct calling, direct canvassing, direct deliveries, leaflet drops, direct mailings, and any other direct marketing to prospective customers within the Business Territory (Small/Medium Sized Commercial Customers are defined as customers with fewer than one hundred (100) employees). Except for certain excluded Business Territories (“Excluded Territories”), you may solicit and/or service Large Commercial Customers that have their office or place of business at any location within or outside of the Business Territory (Large Commercial Customers are defined as customers with one hundred (100) employees or more); we will define and periodically update the Excluded Territories and it is your responsibility to remain informed of the Excluded Territories and adhere to the solicitation/service exclusion in such Excluded Territories. Additionally, you acknowledge that certain other franchisees may solicit and/or service Large Commercial

Customers that have their office or place of business within your Business Territory.



If a franchisee is unavailable to provide services in a timely manner, is deemed unqualified to provide the services, or rejects an appointment for any reason, we may offer services as we see fit. We may assign those calls to another franchisee or utilize third party independent contractors or contract service providers. We do not have to pay any compensation to you for soliciting or accepting orders inside your territory. You are also not entitled to any compensation from another franchisee who responds to a service call in your Business Territory. If we are contacted by a customer for service outside of a franchise territory, we may arrange for an independent contractor to service that customer.

With the exception of Computer Troubleshooters and CPR, neither we nor our affiliates have established other franchises or company-owned outlets or another channel of distribution selling similar services under the proprietary or non-proprietary trademarks, however, we may do so. The CPR system utilizes marketing techniques, quality control, and operating procedures to facilitate the provision of technology solutions to businesses and residential customers primarily through the following trademark: CPR®. It is possible that our affiliates and/or CPR franchisees may solicit and accept orders within your territory for laptop repair. Should a conflict arise between Computer Troubleshooters and CPR franchisees, we will analyze such conflict on a case-by-case basis and take action (if any) that we deem appropriate. We currently maintain the same corporate office space for both Computer Troubleshooters and CPR, and we currently utilize the same training facility.

### ITEM 13 - TRADEMARKS

We grant you the right to operate a business incorporating the name Computer Troubleshooters. You may also use our future trademarks to operate your business.

The trademarks listed below are registered on the United States Patent and Trademark Office (“USPTO”) principal register:

Description	Issue Date/Registration No.
 <p style="text-align: center;">®</p>	9/11/2007 / 3,290,736
 <p style="text-align: center;">®</p>	12/24/2013 / 4,456,365

All required affidavits have been filed. No agreements limit our right to use or license the use of the trademarks.

You must follow our rules when you use our Marks. You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate or business name or in any form on the Internet, including but not limited to URLs, domain names, e-mail addresses, locators, links, metatags, or search techniques, except as we license to you. You must get our prior written approval of your company name before you file any registration documents.

As discussed in Item 1, effective on October 31, 2019, we became a wholly-owned subsidiary of SOSI CPR, LLC, a Delaware limited liability company (“SOSI-CPR”). Effective on this same date, all intellectual property rights of Computer Troubleshooters were assigned to us from Computer Troubleshooters Global, LLC and Computer Troubleshooters USA, Inc., allowing us to use the trademarks in commerce or to franchise others to use the trademark in commerce, throughout the United States.

There are no currently effective determinations by the USPTO, the trademark administration of any state or any court, regarding any interference, opposition or cancellation proceeding or any pending material litigation involving the Marks, or any other names, logotypes, or other commercial symbols, or that would significantly limit our rights to use or license the Marks.

You may not use our Marks with an unauthorized product or service, or in a manner not authorized in writing by us.

We do not know of any infringing uses that could materially affect your use of our Marks. However, you must notify us within 3 days of when you learn about an infringement of or challenge to your use of our Marks. We will take the action necessary to protect the unauthorized use of our Marks, which may include payment of reasonable costs associated with the action.

You must modify or discontinue the use of a Mark if we modify or discontinue its use. You must not directly or indirectly contest our right to our Marks, trade secrets or business techniques that are part of our business or the System.

#### **ITEM 14 - PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We claim copyright protection for our Operations Manual, bulletins, files, manuals, or papers, electronic files and related materials related to operations of your franchise. Although these materials have not been registered, they are considered proprietary and confidential and are considered our property, and you may use them only as provided in the Franchise Agreement.

We own no patents that are material to the franchise. Also, no patent applications are pending that are material to the franchise. There are no current material determinations of the USPTO, the US Copyright Office or court regarding patents or copyrights.

You must treat the Operations Manual and other proprietary information as confidential and comply with the confidentiality restrictions under the Franchise Agreement. Other than our confidentiality restrictions, there are no agreements in effect that significantly limit our right to use the materials. You must also promptly tell us when you learn about any unauthorized use of this proprietary information. We may take whatever action we deem appropriate and the sole right to control any litigation or other proceeding arising out of any infringement, challenge or claim to any copyright, including the right to direct any settlement of the claims. We are not obligated to take any action but will respond to this information as we feel appropriate. We will not indemnify you for losses brought by a third party concerning your use of this information.

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

We do not require that you personally supervise the franchise business. However, you must employ at least one (1) full time employee to serve as a technician or administrator.

You must have suitable personnel to operate the business and you must retain personnel in sufficient numbers to efficiently operate the business. There are no specific employment levels required, or specified employment standards.

There are no limitations on whom you can hire as an on-premises supervisor, except that such employees must be of high moral character and sufficiently trustworthy to enter businesses and homes and conduct themselves in a legal, safe and professional manner. (Franchise Agreement §§ 11(b) and 15(d)). One representative of the franchisee must attend our training program, but we do not require every supervisor to attend such program. (See Item 11). Such supervisors are not required to own equity in the franchisee.

Each of your owners, partners, shareholders, or members, as applicable, must sign the Franchise Agreement and agree to be personally bound by certain provisions of the Franchise Agreement. In addition, each person who owns 20% or more of your entity must sign a Certificate, Guarantee and Assumption of Obligations by Owners, which is attached as Appendix A to the Franchise Agreement.

### ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only sell the products and services that we have specified or approved in writing, and you may not provide certain services which will prohibit you from repairing mobile devices. Such mobile devices may include, but are not limited to, mobile phones, MP3 players, gaming consoles, and notebook computers. You must sell all products and services that we have prescribed in writing. We can change the products and services that you are authorized or required to sell. There is no limitation on our right to do so. We do not limit the customers to whom you may sell your products and services.

### ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

#### THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of franchise term	Section 3	The term is for ten years.
b. Renewal or extension of the term	Section 3	May be renewed for a ten-year term if Franchisee is in full compliance and executes Franchisor's then-current franchise agreement. The franchise agreement form may have materially different terms and conditions than your original contract. Currently, the renewal fee is \$2,000. You must also sign a Waiver and Release of Claims Agreement.
c. Requirements for franchisee to renew or extend	Section 3	See b. above.
d. Termination by franchisee	Section 16 (a)	You may terminate by giving 30 days' notice. Provisions regarding termination by the franchisee are subject to state law.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	Section 16 (c)	We can terminate for various reasons, including Franchisee's detrimental behavior, bankruptcy, dissolution, conviction of a crime, breach of agreement, failure to follow

<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
		directions, abandonment, or change in ownership or leadership.
g. "Cause" defined – curable defaults	Section 16 (b)	You have 30 days to cure non-payment of fees.
h. "Cause defined – non-curable defaults	Section 16 (c)	Non-curable faults; conduct detrimental to our interests; bankruptcy; imprisonable criminal offence; abandonment of business; leaving of territory; breaches of the Franchise Agreement; failure to comply with our directions; change in corporate structure or a dissolution. Failure to strictly comply with the arbitration process as described in Section 19 of the Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	Section 17	You must return all manuals, cease to use the name, return all materials using the trademark and pay any fees due. Upon the termination of the Franchise Agreement at your election or due to your default, except for in the case of a transfer, you shall pay to us, within 30 days of the date of termination, as liquidated damages for the termination of the Franchise Agreement and not as a penalty, an amount equal to 1 times the royalty fee payable to us in the last 12 months. If you have been operational for less than 12 months you shall pay an amount equal to 1 time the royalty fee payable to us for the entire period the Franchised Business has been open for business.
j. Assignment of contract by franchisor	Section 15	No restriction on our rights to assign, however assignee must assume the franchisor's obligations.
k. "Transfer" by franchisee – defined	Section 15 (a)	Includes transfer of the agreement or a change in ownership.
l. Franchisor approval of transfer by franchisee	Section 15 (b)	We have the right to approve but will not reasonably withhold approval.
m. Conditions for franchisor approval of transfer	Section 15 (c)	New franchisee qualifies, transfer fee paid, new agreement signed, all obligations of you as the existing franchisee fully paid and satisfied.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 15 (f)	You shall first offer the business to us but we are not obligated to accept.
o. Franchisor's option to purchase franchise's business	Section 15 (f)	We have the option to purchase if your business is on offer.
p. Death or disability of franchisee	Section 15 (h)	You may transfer with our consent to a family member or beneficiary.
q. Non-competition covenants during the term of the franchise	Section 8 (b)	No involvement in a harmful or competing business without our consent.
r. Non-competition covenants after the franchise is terminated or expires	Section 4 (g)	No competing business for two years within 50 miles of the location of your current Computer Troubleshooters Business.
s. Modification of the franchise agreement	Section 22	Any modification must be in writing signed by all parties.

<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
t. Integration/merger clause	Section 22	The Franchise Agreement is the entire agreement. However, nothing in the franchise agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document. This provision is subject to state law.
u. Dispute resolution by arbitration or mediation	Section 19 and 20	Franchisor may initiate litigation or binding arbitration. Franchisee must give notice of any claim, and the basis thereof. This provision is subject to state law.
v. Choice of forum	Section 19	Courts of the State of Ohio, except for franchisees in states that prohibit such choice of forum provisions. This provision is subject to state law.
w. Choice of law	Section 19	Law of the State of Ohio applies except for franchisees in states that prohibit such choice of governing law. This provision is subject to state law.

### **ITEM 18 - PUBLIC FIGURES**

We do not use any public figures to promote the 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 our Legal and Compliance Department which maintains offices located at 7100 East Pleasant Valley Road, Suite 300 Independence, OH 44131, 877-392-6278, the Federal Trade Commission, and the appropriate state regulatory agencies.

### **ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION**

The following tables pertain to Computer Troubleshooters Businesses. See [Exhibit 4](#) for the list of current franchisees and related contact information. See [Exhibit 5](#) for the list of franchisees who had an outlet that terminated, canceled, non-renewed, or otherwise ceased to do business in the last fiscal year. There are no trademark specific franchisee organizations associated with the franchise system.

**Table No. 1**

**Systemwide Outlet Summary For Fiscal Years Ending  
December 31, 2020, December 31, 2021, and December 31, 2022**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2020	157	134	-23
	2021	134	123	-11
	2022	123	110	-10
Company Owned	2020	0	0	0
	2021	0	1	1
	2022	1	1	1
<b>Total Outlets</b>	<b>2020</b>	<b>157</b>	<b>134</b>	<b>-23</b>
	<b>2021</b>	<b>134</b>	<b>124</b>	<b>-10</b>
	<b>2022</b>	<b>124</b>	<b>111</b>	<b>-13</b>

**Table No. 2**

**Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) For Fiscal  
Years Ending December 31, 2020, 2021, and 2022**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
None	2020	0
	2021	0
	2022	0

**Table No. 3**

**Status of Computer Troubleshooters Franchised Outlets (Single Unit) For Fiscal Years Ending December 31, 2020, December 31, 2021, and December 31, 2022**

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	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	1	0	0	0	1
Arizona	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	1	0	0	3
Arkansas	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
California	2020	14	0	0	0	0	0	14
	2021	14	0	1	0	0	0	13
	2022	13	0	1	0	0	0	12
Colorado	2020	3	0	0	0	0	0	3
	2021	3	0	1	0	0	0	2
	2022	2	0	0	0	0	0	2
Connecticut	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Delaware	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	10	0	3	0	0	0	7
	2021	7	0	2	0	0	0	5
	2022	5	0	1	0	0	0	4
Georgia	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	1	0	0	0	2
Illinois	2020	11	0	3	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	1	0	0	0	7



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
Indiana	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
Iowa	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	1
Kansas	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Louisiana	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Maryland	2020	5	0	1	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Massachusetts	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	2	0	0	0	0
Michigan	2020	1	0	1	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Mississippi	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Minnesota	2020	6	0	4	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Missouri	2020	5	0	5	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Nevada	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
New Hampshire	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New Jersey	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
New Mexico	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
New York	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
North Carolina	2020	15	0	2	0	0	0	13
	2021	13	0	0	0	0	0	13
	2022	13	0	2	0	0	0	11
Oklahoma	2020	2	0	1	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Ohio*	2020	7	0	1	0	0	0	6
	2021	6	0	3	0	1	0	2
	2022	2	0	0	0	0	0	2
Oregon	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
Pennsylvania	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	1	0	0	0	5
South Carolina	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	1	0	0	0	8
Tennessee	2020	6	0	1	0	0	0	5
	2021	5	0	1	0	0	0	4
	2022	4	0	1	0	0	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
Texas	2020	9	0	0	0	0	0	9
	2021	9	0	1	0	0	0	8
	2022	8	0	1	0	0	0	7
Virginia	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	2	0	0	0	0	14
Washington	2020	1	0	0	0	0	0	1
	2021	1	0	1	0	0	0	0
	2022	0	0	0	0	0	0	0
Wisconsin	2020	3	0	1	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
<b>Total</b>	<b>2020</b>	<b>157</b>	<b>0</b>	<b>23</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>134</b>
	<b>2021</b>	<b>134</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>123</b>
	<b>2022</b>	<b>123</b>	<b>3</b>	<b>15</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>110</b>

\*There was one unit in Ohio that was owned by an affiliate of the prior franchisor parent company (Merrymeeting, Inc.) under a franchise agreement which was acquired by an affiliate of the current franchisor under a franchise agreement in 2021.

**Table No. 4**

**Status of Company-Owned Outlets for Fiscal Years Ending  
December 31, 2020, December 31, 2021 and December 31, 2022**

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
Affiliate Owned Outlets	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	1	0	1
	2022	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
<b>Total</b>	<b>2020</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>2021</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>
	<b>2022</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>

**Table No. 5**

**Projected Openings as of December 31, 2022**

State	Franchise Agreement signed but business not open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Exhibit 4 lists the names of all current single unit franchises and the addresses and telephone numbers of their outlets as of December 31, 2022.

Exhibit 5 lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document are listed below. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, both current franchisees and franchisees who have left the system have not signed confidentiality clauses.

**ITEM 21 - FINANCIAL STATEMENTS**

Attached hereto as Exhibit 6-A are the audited consolidated financial statements of SOSI CPR LLC as of December 31, 2022 and December 31, 2021, and the related statements of operations, changes in member's equity, and cash flows for the years then ended December 31, 2022, 2021, and 2020. SOSI CPR LLC has guaranteed our performance with you. A copy of the Guaranty of Performance is included as Exhibit 6-B.

**ITEM 22 – CONTRACTS**

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

Exhibit 1: Franchise Agreement

Exhibit 8: Waiver and Release of Claims Agreement

## ITEM 23 - RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear as Exhibit 9. Please sign and date one copy and return it to us. Retain the other copy for your records.

# EXHIBITS & ATTACHMENTS

**EXHIBIT 1**

**FRANCHISE AGREEMENT**

**FRANCHISE AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (“Effective Date”).

BETWEEN

MMI-CPR, LLC dba Computer Troubleshooters, of 7100 E. Pleasant Valley Rd. Ste. 300 Independence, Ohio 44131 (“Franchisor” or “we”)

AND

ENTITY, STATE OF FORMATION (“Franchisee” or “you”)

**Business Name/doing business as (“DBA”):** Computer Troubleshooters of LOCATION NAME

**Located at:** ADDRESS

**Fee Schedule:**

The Fee Schedule will be completed to include Franchisee’s specific fee obligations depending on whether you are a dual branded Cell Phone Repair and Computer Troubleshooters franchisee (Sections 7(a)2 and 7(b)2 will apply) or not (Sections 7(a)1 and 7(b)1 will apply).

Initial Fee: \$\_\_\_\_\_ payable as described in Section 7.

Registration Fee to Attend Annual Conference: \_\_\_\_\_ per month payable as described in Section 7.

Royalty Fee: \$\_\_\_\_\_ per month (plus taxes where applicable) payable monthly as described in Section 7.

Advertising Fund Fee: \$\_\_\_\_\_ per month (plus taxes or levies where applicable) payable as described in Section 7 (if applicable).



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## WHEREAS

A The Franchisor is engaged in the business of franchising service businesses that provide technology services to primarily commercial customers and consumers from a home office or commercial office location approved in writing by Franchisor.

B The Franchisor has, through its own time, effort and expenditure developed certain Business Methods, Goodwill, Logos, Marks, a Name and Procedures to operate efficiently in Business.

C The Franchisor licenses, on terms acceptable to Franchisor, the right to utilize the Business Methods, Goodwill, Logos, Marks, a Name and Procedures attached thereto by way of Franchise.

D The Franchisee has requested that the Franchisor grant a non-exclusive Franchise to the Franchisee (being a license to use such Business Methods, Goodwill, Logos, Marks, Name and Procedures of the Franchisor) and the Franchisor has agreed to franchise to Franchisee per the terms of this Agreement.

NOW THIS AGREEMENT WITNESSES AND THE PARTIES AGREE as follows:

### 1. DEFINITIONS

Unless otherwise stated the following terms, where used in this Agreement, will have the following meanings: -

**“Advertising Fund Fee”** means the Advertising Fee payable to the Franchisor as described in the Agreement (if applicable) which are used to pay for various advertising services such as websites, e-mail marketing, marketing materials, etc.

**“Business”** means the business of Technology Service, Support, Training and Products sold in conjunction with these services.

**“Business Name”** means the name set out above and used as a business name whether registered or not, and which shall be approved by Franchisor and not changed without Franchisor’s permission.

**“Business Territory”** means a territory identical to the territory of your CPR Franchise Business, if you are dual branding. If you are not dual branding your business, a Business Territory is defined as the names and contact information of up to 4,000 small to medium sized businesses that we shall provide to you, which we have acquired from infoUSA (also known as Sales Genie), or another national database provider.

**“Franchise”** means the agreements, license and permissions granted by this Agreement to the Franchisee, and which shall be approved by Franchisor, and not changed without Franchisor’s permission.

**“Franchisee”** means the entity approved to be franchisee under this Agreement.

**“Franchisor”** means MMI-CPR, LLC

**“Initial Fee”** means the initial fee payable to the Franchisor as set out above.

**“Royalty Fee”** means the monthly fee payable to the Franchisor as set out in the Fee Schedule.

**“Transfer Fee”** means the transfer fee payable to the Franchisor as set out in Section 15.

## 2. GRANT OF FRANCHISE

In consideration of the payment of the Initial Fee the Franchisor hereby grants to the Franchisee a license, and the Franchisee hereby accepts such license, to operate a Franchise under the Business Name in the Business Territory from Franchisee's home or a commercial office space that is approved by Franchisor pursuant to the terms of this Agreement.

The Franchise Agreement shall be limited to and covers one Business Territory. Franchisee and Franchisor may enter into subsequent franchise agreements but are not obligated to do so.

## 3. TERM OF FRANCHISE AND RENEWAL

The initial term of the Franchise hereby granted will be for a period of Ten (10) years, unless terminated earlier in accordance with this Agreement. Franchisee may renew its license to operate the Business for a period of Ten (10) years, provided the Franchisee: (i) gives an unconditional written notice of its intent to renew no less than two (2) months and no more than one year prior to the expiration of this Agreement, (ii) Franchisee is in compliance with all of the terms of this Agreement, and all other agreements that Franchisee or its Owners have with Franchisor, (iii) Franchisee executes Franchisor's then-current franchise agreement, and (iv) pays the \$2,000 renewal fee, and (v) Franchisee must also sign a Waiver and Release of Claims Agreement.

## 4. COVENANTS REGARDING BUSINESS METHODS, GOODWILL, LOGOS, MARKS, NAME, PROCEDURES, AND NON-COMPETE

The Franchisee covenants and agrees that:

(a) It will use the Logos, Marks and Name only in a lawful manner in accordance with the terms of this Agreement. Any unauthorized use of the Marks by the Franchisee shall constitute an infringement of the rights of the Franchisor in and to the Marks. The Franchisee will indemnify the Franchisor against all claims arising from the Franchisee's improper, unlawful or unauthorized use of the Logos, Marks and Name;

(b) It shall conduct the Business only under the Business Name but all correspondence, invoices and advertisements of the Franchisee (including but not limited to any trade literature) shall, so far as practicable, contain a statement that "this business is independently owned and operated by (insert entity name)". It shall not use any Mark as part of any corporate name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form except to the extent set forth herein;

(c) Notwithstanding anything else herein contained, the Franchisee acknowledges and agrees that the Logos, Marks and Name remain the property of the Franchisor and that the Franchisee's rights to use same shall cease upon expiration, rescission or termination (for whatever cause) of this Agreement.

If it becomes advisable at any time in our sole judgment for your Business to modify or discontinue the use of any of the Business Logos, Marks and Names, or for your Computer Troubleshooters business to use one or more additional or substitute Business Logos, Marks and/or Names, you agree to comply with our directions to modify or otherwise discontinue the use of such Business Logos, Marks and/or Names or use one or more additional or substitute Business Logos, Marks and/or Names, within a reasonable time after providing written notice to you;

(d) It shall comply with all reasonable directions from the Franchisor in respect of the use of the Business Methods, Logos, Marks and Name;

(e) It shall only use the Business Methods, Logos, Marks and Name as are approved by the Franchisor;

(f) It will immediately notify the Franchisor of any claims against or infringements of the rights to the Business Logos, Marks and Name. Franchisor shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim or otherwise relating to the Marks; and

(g) For a period of two (2) years after the termination of the Franchise for any reason, Franchisee shall not directly, or indirectly, for itself, or through, on behalf of or in connection with any other person, partnership, corporation, limited liability company or entity, compete with Franchisor or any of its franchisees within 50 miles of the location of your Computer Troubleshooter Business. This covenant not to compete, shall, among other things, preclude the ownership of an interest in any business or entity (or acting as an employee or independent contractor) that conducts a business competitive with Franchisor or competitive with any of its franchisees. The time period referred to in this Section shall be stayed during a violation or breach of the terms of this Section.

## **5. BUSINESS TERRITORY**

Prior to the commencement of training, the Franchisor in consultation with the Franchisee shall designate the Business Territory, which shall not be changed without Franchisor's written consent. Franchisor will not operate nor grant a franchise to anyone else to operate a Computer Troubleshooters with access to the same Business Territory as long as Franchisee complies with the terms of the Franchise Agreement. If Franchisee receives a non-exclusive Business Territory and complies with the terms of the Franchise Agreement, Franchisor will not operate, nor grant additional franchises access to the Business Territory.

For Residential and Small/Medium Sized Commercial Customers, Franchisee agrees to only undertake direct calling, direct canvassing, direct deliveries, leaflet drops, direct mailings and any other direct marketing to names of the businesses we have provided. Except for certain excluded Business Territories ("Excluded Territories"), Franchisee may solicit and/or service Large Commercial Customers that have their office or place of business at any location within or outside of the Business Territory (Large Commercial Customers are defined as customers with one hundred (100) employees or more); Franchisor will define and periodically update the Excluded Territories and Franchisee acknowledges that it is Franchisee's responsibility to remain informed of the Excluded Territories and adhere to the solicitation/service exclusion in such Excluded Territories. Additionally, Franchisee acknowledges that certain other franchisees may solicit and/or service Large Commercial Customers that have their office or place of business within Franchisee's Business Territory.

## **6. FEES**

All amounts due from Franchisee hereunder are non-refundable. All amounts not paid by Franchisee when due shall accrue interest at the rate of 1.5% per month.

Franchisee's fee obligations are as follows:

**(a) 1 Initial Franchise Fee**

Franchisee shall pay the non-refundable Initial Franchise Fee upon execution of this Agreement. The Initial Franchise Fee is up to \$20,000.

Franchisee shall pay Initial Franchise Fee of \$10,000 if purchasing an additional Computer Troubleshooters franchise.

Franchisee shall pay Initial Franchise Fee of \$10,000 if Franchisee is converting their existing repair business to a Computer Troubleshooters franchise.

If Franchisee is an honorably discharged military veteran purchasing their first Computer Troubleshooters franchise, Franchisee shall Initial Franchise Fee of \$16,000.

**(a) 2 Annual Conference Registration Fee**

Franchisee shall pay a non-refundable fee of \$25 per month to cover the registration fee of up to one (1) person to attend our annual franchisee conference. In the event you cannot attend the annual conference, the amount paid is non-refundable.

**(b) 1 Royalty Fees**

During the first (1<sup>st</sup>) year of this Agreement, the Royalty Fee will be waived for the first two (2) months after the effective date of your Franchise Agreement. Beginning on the third (3<sup>rd</sup>) month and for the remainder of the first (1<sup>st</sup>) year of the term of this Agreement, Franchisee shall pay a Royalty Fee of \$300 per month. During the second (2<sup>nd</sup>) year your Franchise Agreement, your Royalty Fee shall be \$500 per month. For remainder of the term of this Agreement, Franchisee shall pay a Royalty Fee of \$750 per month.

**(c) National Advertising Fund Fees**

The Franchisee shall pay the Franchisor a monthly National Advertising Fund Fee of \$150 per month. The fee can increase by no more than 10% per year and can only be increased upon 30 days' notice. The National Advertising Fund Fee shall be billed to Franchisee on the third day following each monthly period during the term of the Franchise Agreement. These payments do not start until the third month after the effective date of the Franchise Agreement. Franchisee shall make National Advertising Fund Fee payments to Franchisor via the ACH Authorization Form allowing Franchisor to electronically debit the banking account for all fees payable to Franchisor pursuant to the Franchise Agreement. Franchisor may charge interest at the rate of 1 ½% per month on fees that are not paid within thirty days of the date due.

**(d) Technology Fee**

You will be required to pay to us a monthly technology fee of \$150 per month and such fee is subject to further adjustment. The technology fee is for your use of software licenses we provide to you for third party proprietary software you are required to use.

**(e) Initial Marketing Fund**

You will pay to us \$4,000, which will be used as an initial marketing fund for your business. Monies from the fund will be dispersed to you for expenses related to your initial marketing initiatives for the first three (3) months your business is open and operating. These initiatives include but are not limited to local marketing; branded clothing; digital marketing; and direct mailing.

#### **(f) Payment of Monthly Fees**

Franchisee must sign and deliver to Franchisor an ACH Authorization Form allowing Franchisor to electronically debit a banking account that Franchisee designates (Franchisee's "Account") for fees payable to Franchisor pursuant to this Agreement. Franchisor's current form of ACH Authorization Form is attached to this Agreement as APPENDIX "B". Franchisee further agrees to sign and deliver to Franchisor any other documents that Franchisor or Franchisee's bank may require from time to time to authorize Franchisor to debit Franchisee's Account for such amounts. Franchisor will debit Franchisee's Account for such payments on or after the date that such payments become payable to Franchisor in accordance with the terms of this Agreement. Franchisee agrees to make the funds available for withdrawal by electronic transfer before each due date. If any payment is dishonored, Franchisee must pay Franchisor a penalty fee of Twenty-Five Dollars (\$25.00) for each payment dishonored. Franchisor reserves the right to invoice customers for services provided by the Franchisee and collect related fees, subsequently remitting such applicable portion of such fees to Franchisee.

All payments by the Franchisee will be applied in such order as the Franchisor may designate from time to time. This provision may be waived only by written agreement signed by the Franchisor.

#### **(f) Non-Compliance Fee**

If Franchisee fails to comply with the terms and conditions of this Franchise Agreement, in addition to any other remedies available to Franchisor, Franchisor may charge Franchisee a \$200 Non-Compliance Fee for each violation. The Non-Compliance fee is due immediately. Should the breach remain uncured after seven days of the initial Non-Compliance Fee, additional fees will be assessed on a regular basis.

#### **(g) Interest**

Franchisee must pay interest of one- and one-half percent (1.5%) per month (compounded daily) or the highest amount permitted by law on any amounts owed Franchisor that are more than fifteen (15) days past due.

### **7. FRANCHISOR'S OBLIGATIONS**

(a) Prior to commencement of operations by the Franchisee, the Franchisor shall provide to Franchisee:

- (1) Access to electronic CT Private Site, which includes the electronic CT Operations Manual;
- (2) An initial training session over four (4) days for Franchisee and one (1) Franchisee staff member;
- (3) Instructors and training materials for the initial training program. The Franchisee will be responsible for other expenses incurred (including travel and accommodation) which shall be mutually agreed beforehand.

(b) Franchisor offers support services as follows (subject to change):

**Infrastructure Support.** Infrastructure support services include: a webpage tailored for your franchise, provision of a branded email system for use by franchisees and their employees, and access to the Shared Private Site.

**Shared Private Site.** The shared Private Site houses information regarding product line development,

marketing and sales documentation, initiatives, vendor information and franchisor communications including event announcements, franchise initiatives, and monthly calls. Also included is the ability to participate in group forums that provide access to all franchise owners and their staff and covers topics including business, technical, sales and marketing, employee management, client management and industry discussions. These are meant to help facilitate interaction and a knowledge exchange between franchisees.

**Autotask.** You are required to use Autotask (or a similar software which is subject to change at our discretion), which will assist you with invoicing, ticketing, contract management, employee management, managing customer relationships and scheduling appointments. We may from time to time add or remove features from this system. (All information stored in the Autotask system and the Shared Private Site is the exclusive property of the Franchisor and upon termination of this agreement, for any reason, remains with Franchisor.)

**Training Support.** Training support services include both online training webinars and periodic live training sessions. Franchisee and any staff attending live training sessions may pay registration fee, if applicable, and must also pay all travel and living expenses.

**New Franchisee Follow Up Training.** We may provide coaching for 8 weeks following the opening of your franchise. This coaching is conditioned upon the instructor’s assessment of your operation and adaption of our “best practices.”

**Annual Conference & Regional Conferences.** Franchisor may conduct a national conference and up to 6 regional conferences per year. The conference agendas vary. However, agendas generally provide training on franchise management, technical training, marketing and sales training, and access to vendor representatives. Informal interaction with peers provides additional value to attendees.

**Benchmarking & Best Practices.** Annually you will be required to complete a benchmark survey. Survey results will be tabulated and shared. “Best Practices” will be identified and highlighted.

### **Sales and Marketing Support:**

Sales and Marketing support services include:

- **Email Marketing Program** – is provided by Franchisor.
- **Collateralized Marketing Materials** – Franchisor shall, from time to time, design, produce and distribute collateral marketing materials (e.g., mouse pads, pamphlets, brochures, etc.) to the Franchisees.
- **Power Point (PPT) Presentations** – The Franchisor shall, from time to time, develop and distribute Power Point Presentations to the Franchisee(s) for use in conjunction with the Franchisee’s marketing activities.
- **Search Engine Optimization (SEO) Services** – Franchisor engages a SEO marketing consultant to assist Franchisor to enhance the search rankings for the corporate provided websites. It is expected that Franchisees will continue to develop the SEO of their respective webpages on their own through local organic SEO work. The Franchisor may be able to provide Franchisees with suggested resources for additional SEO assistance.
- **Pay Per Click (PPC) Advisory Services** – Franchisor monitors its’ webpage’s performance for

certain key word searches commonly used by customers seeking computer repair service providers, managed service providers and other services provided by franchisees. Franchisor shall periodically provide Franchisee with recommendations, with supporting analytical data, regarding Franchisee's use of Pay Per Click advertising. If Franchisee elects to utilize PPC campaign(s), Franchisee will pay for these campaigns on their own.

- **Social Media Content Management Services** – Franchisor may periodically provide franchisees with content for various social media outlets.
- **Preferred Vendors** – Franchisor expends considerable energy keeping abreast of changing market conditions and technological developments. Franchisor may conduct a Request for Consideration (RFC) process for vendors providing select product or service offerings. Evaluation of prospective vendors may involve franchisees, especially franchisees that may have experience with prospective vendors. Prospective vendor considerations include quality of product/service offering, technical training, marketing and sales support. Franchisor may negotiate prices employing the bulk buying power of the franchise system for volume discounts. After review, Franchisor may designate a particular vendor a “Preferred Vendor.” Franchisor does not require exclusive usage of “Preferred Vendors,” but reserves the right to do so in the future.

## 8. PROMOTION OF THE BUSINESS AND STANDARDS OF OPERATION

(a) At all times during the term hereof, the Franchisee will:

- (i) use the Franchisee's best efforts to operate the Business in a professional manner;
- (ii) fully implement and comply with the procedures and practices;
- (iii) attend or send a designated representative to the initial training course and complete to the satisfaction of the Franchisor;
- (iv) make best efforts to attend on-going training courses and meetings as convened by Franchisor
- (v) must attend annual conference each year

(b) Franchisee shall not directly or indirectly, for itself, or through, on behalf of or in connection with any other person, partnership, corporation, limited liability company or entity, participate with or accept employment by, or own an interest in, any person, partnership, corporation, limited liability company or other entity that is engaged in providing or rendering services that could be or are competitive with Franchisor or its franchisees.

## 9. COMPLIANCE WITH ALL LAWS

(a) The Franchisee shall at all times during the term of this Agreement abide by the terms and requirements of all laws, legislation, statutes, regulation, ordinances, and rules in relation to the operation of the Business, employment of staff, occupation of premises, publication of material and all other matters concerning the operation of the Business.

(b) The Franchisee shall at all times during the term of this Agreement comply with all applicable laws, legislation and all rules and regulations of the governing authorities including but not limited to the filing of annual reports, annual and periodic income, sales, and property tax returns. Franchisee shall also timely file all notifications and documents that are required to be filed with those governing authorities. Franchisee shall also comply with all of its contractual obligations, including but not limited to, payment to suppliers on a timely basis.



(c) Franchisee agrees to secure and maintain in force all required licenses, permits and regulatory approvals relating to the operation of Franchisee's Business and operate and manage Franchisee's Business in full compliance with all applicable laws, ordinances, rules and regulations, including, without limitation, all government regulations relating to worker's compensation insurance, unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes and sales taxes.

## 10. PERSONNEL

(a) The Franchisee's owners are not obligated to personally participate in the Business, but shall at all times retain at least one (1) employee to operate the Business.

(b) The Franchisee will take reasonable measures to ensure that no employee or contractor commits any act that damages the Business Name or Marks of the Franchisor.

(c) The Franchisee will take reasonable measures to ensure that all employees, and contractors are of exemplary moral character and conduct business in a professional manner; this will include, but not be limited to, facilitating an employment/felony background check by a reputable vendor. Franchisee (and all employees, consultants and contractors as applicable) must attain certain technical certifications that are required by Franchisor from time to time.

(d) The Franchisee shall ensure that all employees and contractors are advised that their association is with the Franchisee and not the Franchisor and the Franchisee hereby indemnifies the Franchisor against any claim by any employee or contractor based on or arising from an alleged contract of employment, contract of service, or contract of retention between the Franchisor and an employee or contractor.

(e) The Franchisee hereby acknowledges that it is not the agent of the Franchisor, and the Franchisee agrees that it will not purport to act on behalf of the Franchisor nor expend any monies on behalf of the Franchisor nor enter into any contract on behalf of the Franchisor or in any way bind the Franchisor or make representations on behalf of the Franchisor, without the Franchisor's express written consent.

(f) The relationship between the Franchisor and the Franchisee shall be that of licensor and licensee and not that of employer and employee, nor partnership, nor joint venture, nor principal and agent.

## 11. INSURANCE

You will maintain in force, at your own expense, the insurance coverage that we require as described in the Operations Manual, including workers' compensation and employer's liability insurance (or a copy of your state-filed rejection form or waiver, if and where applicable), commercial general liability insurance (including products and completed operations liability coverage and additional insured status), and automobile liability insurance coverage, from insurance carriers meeting our requirements as outlined in the Operations Manual. We may revise the types and amounts of coverage required under such policies and require different and/or additional kinds of insurance at any time.

The insurance coverages as outlined are not intended to take the place of competent advice from a qualified insurance agent, attorney, or other expert. You may need to purchase insurance in addition to what we list in order to properly protect your business. Please consult your expert.

Each liability insurance policy shall designate us, as provided in the Operation Manual, and any parent or affiliate we designate, as an additional insured. A fee may be charged by your insurance carrier for this.

Each policy must contain a waiver of all subrogation rights against us, our affiliates and any of our successors or assigns, and must apply as primary without contribution from any insurance policy carried by us as further specified in the Operations Manual.

You must advise us if any insurer notifies you that any insurance policy will be cancelled or materially altered, with at least 30 days' prior written notice to us. At our request, you must provide us with a certificate of insurance evidencing all insurance policies and our additional insured status. At our request, you must also provide us with: (1) a copy of each insurance policy to be maintained by you; and (2) evidence of premium payment for each such policy. Failure by us to request a certificate of insurance, a copy of the policy, or proof of premium payment shall not relieve the requirement on your part to carry the indicated insurance coverage.

Your obligation to maintain insurance coverage will not be affected by reason of any separate insurance maintained by us, nor will the maintenance of such insurance relieve you of any obligations under this Agreement or otherwise. The required insurance will be set forth in the Operations Manual which may be updated periodically. In the event of any conflict with respect to insurance between this document and the Operations Manual, the Operations Manual shall control.

## **12. RECORDS, ACCOUNTS AND BENCHMARK STUDIES**

(a) Franchisee shall contemporaneously prepare and shall maintain complete and accurate records of all aspects of the Business and shall furnish copies thereof to the Franchisor upon request. Franchisor and its designated agents shall have the right to examine and audit such records at all reasonable times. Included in such records shall be all contracts, licenses, supplier and other invoices, customer data, product and sales information, checkbooks, bank statements, tax returns and financial data and such additional statistical and other data relating to the Business as Franchisor shall specify from time to time. Each financial statement and report required by this Section 12 shall be in such form, and shall contain such detail, as Franchisor shall specify from time to time.

(b) Franchisor will conduct a benchmark study of all franchisees on an annual or semi-annual basis. As part of this study, Franchisee must submit certain requested operational information to Franchisor within 7 days of such request by Franchisor; such information will include, but not be limited to, staffing levels, employee compensation levels, pricing parameters, vendor utilization, hours worked, and sources of revenue. Franchisor shall aggregate such operational information and provide such to Franchisee in a format approved by Franchisor.

## **13. ADVERTISING AND PROMOTION**

Beginning on the fourth (4<sup>th</sup>) month Franchisee's business is open and operating, Franchisee is required to spend at least \$1,000 per month for local marketing and provide supporting documentation upon Franchisor's request.

Franchisor may provide marketing suggestions, templates, collateral, and content to be used by you at your own expense and discretion.

All advertising by the Franchisee shall be truthful in all respects and comply with the terms and requirements of all legislation, statutes, regulations, ordinances and rules in relation to advertising and promotion, together with such other directions issued by the Franchisor, from time to time, in relation to the style, manner and content of advertising.

You may only use advertising material we have prescribed or approved. All uses of our Marks require our approval in advance of use.

#### 14. STANDARDIZATION OF PUBLIC INTERACTION

The parties agree that it is in the best interest of the Franchisor and Franchisee that the appearance and style of promoting the Business be reasonably uniform among all franchisees. Franchisee agrees that the Franchisor may issue reasonable directions, from time to time, whether by way of individual directions or a general policy, as to the following:

(a) The style and layout of letterhead, webpages, and other promotional materials used by the Franchisee;

(b) The signs used by the Franchisee;

(c) All other matters in relation to the appearance and operation of the Business that affects the public's perception and recognition of the Business; and

(d) Hiring only persons of good moral character, and who can reasonably be expected to enter customer homes and businesses safely and comply with all laws and ethical standards.

#### 15. TRANSFER AND ASSIGNMENT

This Agreement may be assigned by the Franchisor in whole or in part. Any assignee shall be liable for all obligations of the Franchisor contained in this Agreement and incurred as of the date of assignment and shall remain liable for all Franchisor obligations after the date of the assignment. The Franchisee shall execute any assignment agreement requested by the Franchisor or its assignee.

Franchisee may transfer its rights and obligations under this Agreement, solely on the terms and conditions set forth herein below:

(a) The Franchisee shall not give away, sell, mortgage, pledge, or otherwise transfer or alienate its interest in the Agreement or in the Business, or any of the equity of the Franchisee, without the written consent of the Franchisor.

(b) The Franchisor's consent shall not be unreasonably withheld provided that Franchisee meets the terms and conditions of this Section, and any proposed transferee or assignee and its owner(s) are in the opinion of the Franchisor responsible individual(s) with:

(i) adequate experience;

(ii) adequate financial assets;

and the Franchisee has given no less than thirty (30) days' advance written notice of the proposed transfer or assignment to the Franchisor. For the purpose of this sub-clause, "individual(s)" means the officer, manager, or owner of an entity.

(c) As a pre-condition of the Franchisor's consent to any transfer or assignment, the Franchisor may require the Franchisee to:

(i) Pay Franchisor all monies then due and payable under this Agreement.

(ii) Remedy any default of the Franchisee under this Agreement.

(d) The Franchisee will pay Franchisor a "Transfer Fee" equal to \$3,000.

(e) Commensurate with the approval of transfer, the incoming Franchisee will execute a Franchise Agreement with the Franchisor; such new Franchise Agreement will be the then-current form being offered by the Franchisor. Franchisee will also execute a termination agreement, in a form satisfactory to the Franchisor.

(f) Notwithstanding any other provisions of this Agreement, if the Franchisee wishes to transfer the Business, it shall first offer such to the Franchisor, which will have seven (7) business days in which to accept or reject the Franchisee's offer.

In the event that the Franchisor does not accept the Franchisee's offer, the Franchisee may transfer the Business to another party pursuant to the same financial terms previously offered to Franchisor, subject to all other terms and conditions of this Agreement.

(g) Any change in the legal or beneficial ownership of any of Franchisee's shares or issue of new capital whereby in either case there is a change in the effective management or control of the company shall be deemed to be a transfer or assignment.

The grant of consent by the Franchisor to a transfer shall not waive any rights of the Franchisor against the Franchisee as to any prior breach of this Agreement.

(h) Upon the death or incapacitation of a shareholder, member, or partner of the Franchisee, the Franchisor agrees the rights of the Franchisee under this Agreement may be transferred to the surviving spouse or heir(s) who satisfies Franchisor's then current standards for new franchisees, subject to Franchisor's right of first refusal described in Section 15 (f).

## 16. TERMINATION

(a) The Franchisee may terminate this Agreement by thirty (30) days advance written notice to the Franchisor.

(b) Any breach by Franchisee of the provisions of this Agreement shall be grounds for termination for cause by Franchisor of the Franchise granted hereunder, as well as any and all other Franchises granted by Franchisor to Franchisee (including any Franchisee affiliate) regardless of whether or not any and all other Franchises are in breach. If Franchisee is a dual branded Cell Phone Repair and Computer Troubleshooters Franchisee, termination of the Cell Phone Repair Franchise Agreement may result in automatic termination of this Agreement. Written notice of breach shall be given to Franchisee and thereafter Franchisee shall have thirty (30) days in which to cure the same, if the breach may be cured. Thereafter, Franchisor may immediately terminate the Franchise by written notice to Franchisee if any of the breaches described in the notice are not cured within the above-mentioned thirty (30) day cure period; this action to terminate the Franchise will simultaneously terminate any and all other Franchises granted by Franchisor to Franchisee (including any Franchisee affiliate) unless otherwise agreed upon in writing and signed by both Franchisor and Franchisee.

No waiver by the Franchisor of any breach by the Franchisee, nor any delay or failure by the Franchisor to enforce any provision of this Agreement, may be deemed to be a waiver of any other or

subsequent breach or be deemed an estoppel to enforce the Franchisor's rights with respect to that or any other subsequent breach.

(c) In addition to the rights described in Section 16(b) above, Franchisor, by a written notice to Franchisee effective immediately, may terminate the Franchise granted hereunder for cause, without the opportunity for cure, on the following grounds:

- (i) If the Franchisor receives more than six (6) complaints from separate customers in a six (6) month period indicating Franchisee's failure to perform adequately;
- (ii) The Franchisee ceases to conduct the Business without the Franchisor's consent;
- (iii) The conviction of Franchisee or an officer, director, shareholder, member or partner of Franchisee of an offense directly related to the franchise;
- (iv) Bankruptcy or insolvency of Franchisee or of any owner of more than 50% of its stock, membership interests, partnership interests or other equity interests;
- (v) If there is a change in the controlling ownership of the Franchisee or a notice of intent to dissolve the Franchisee or similar document is filed, unless approved in writing by Franchisor;
- (vi) If there is an assignment for the benefit of creditors or similar disposition of the assets of the Franchisee;
- (vii) Any act by or conduct of Franchisee or an officer, director, shareholder, member or partner of Franchisee that materially impairs the goodwill associated with the Marks;
- (viii) Without the prior written consent of Franchisor, operation by Franchisee of any other business or business activity in or from the Franchise premises;
- (ix) failed to strictly comply with the arbitration process as described in Section 19 of this Agreement.

## 17. **PROCEDURE ON TERMINATION**

(a) Upon the expiration or termination of this Agreement, all rights of the Franchisee to operate the Business and use the Business Name, Logos, and Marks shall cease immediately; in addition, any and all commission payments associated with Franchisee's franchise business (if applicable) will cease and any residual revenue will become the sole property of Franchisor. The parties agree that the following shall also occur:

- (i) Within three (3) days after the expiration or the termination the Franchisee will return to the Franchisor all copies, whether electronic or other form, manuals and other Materials (as the term is defined herein) provided by the Franchisor relating to the operation of the Business;
- (ii) The Franchise hereby irrevocably appoints the Franchisor as the Franchisee's Agent and Attorney for the purpose of doing all acts and signing all documents necessary to cancel or discontinue the use of the Business Name or transfer the Business Name from the Franchisee;

(iii) The Franchisee will immediately cease to use the Business Name, Logos, and Marks of the Franchisor and shall promptly execute such documents or take such actions as may be necessary to abandon the Franchisee's use of any assumed name containing any of the Trademarks and to remove the Franchisee's listing as a business from the yellow pages and all other phone and online directories;

(iv) The Franchisee shall immediately deliver to the Franchisor all stationery, sign boards, brochures and any other unused material bearing the Business Name, logos, marks and name of the Franchisor;

(v) The Franchisee shall immediately pay to the Franchisor all fees due and payable to the Franchisor under the terms of this Agreement, and any interest that may be due thereon; and

(vi) Upon the termination of this agreement, at your election or due to your default, except for in the case of a transfer, Franchisee shall pay to Franchisor, within 30 days of the date of termination, as liquidated damages for the premature termination of this Agreement and not as a penalty, an amount equal to 1 times the royalty fee payable to the Franchisor in the last 12 months. If the Franchisee has been operational for less than 12 months, they shall pay an amount equal to 1 time the royalty fee payable to the Franchisor for the entire period the Franchised Business has been open for business. The Franchisee acknowledges and agrees that such liquidated damages are a reasonable approximation of the damages the Franchisor will incur resulting from the premature termination of the Franchise Agreement, are appropriate because actual damages incurred by the Franchisor will be difficult or impossible to ascertain, are not a penalty, and shall not affect the Franchisor's right to, and are not in lieu of, any other payment, remedy, or damages or relief to the Franchisor.

(b) The obligations of the Franchisee under this Section 17 shall not end upon termination of this Agreement.

(c) Notwithstanding the termination of this Agreement or the Franchise hereunder, all provisions, which by their terms, shall survive the termination of the Franchise (such as indemnification, restrictive covenants, and provisions with respect to the Marks), and all provisions herein necessary to enforce and interpret such provisions, including, without limitation the provisions regarding arbitration and injunctive relief, shall survive the termination or expiration of this Agreement.

## **18. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

The Franchisee covenants and acknowledges as follows:

(a) The Franchisee recognizes that the Franchisor is the copyright owner of all bulletins, files, both internet and internet contact manuals or papers ("Materials"), whether the Materials that it provides to the Franchisee pursuant to this Agreement, are recorded in paper or electronic form;

(b) The Materials are only on loan to the Franchisee for the term of this Agreement and that the Franchisee acquires no property rights therein;

(c) The Franchisor may update the Materials from time to time and that the provisions of this clause apply to such updated Materials;

(d) Information, including vendor lists, terms, pricing training materials, marketing support, trade secrets and know-how provided by the Franchisor to the Franchisee relating to the Business comprise valuable commercial property belonging solely to the Franchisor (“Confidential Information”).

The Franchisee covenants to keep the Franchisor’s Confidential Information confidential. Franchisee agrees that it will obtain a written agreement, in form acceptable to Franchisor, to be executed by each of Franchisee’s officers, directors, partners or managers that such persons agree to maintain the confidentiality of all Confidential Information.

The Franchisee acknowledges that the unlawful or unauthorized disclosure or use of Confidential Information may result in substantial commercial loss and damage to the Franchisor and the Franchisee accordingly indemnifies the Franchisor against such loss or damage.

## **19. GOVERNING LAW, DISPUTE RESOLUTION, INDEMNIFICATION, INJUNCTIVE RELIEF, AND TAXES**

(a) ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. IF THE COVENANTS AGAINST COMPETITION ARE NOT ENFORCEABLE UNDER OHIO LAW, THEN THE LAWS OF THE STATE IN WHICH YOUR COMPUTER TROUBLESHOOTERS IS LOCATED WILL APPLY TO THE ENFORCEABILITY OF SUCH COVENANTS.

(b) SUBJECT TO SECTION 19(a) ABOVE AND THE PROVISIONS BELOW, WE AND YOU (AND YOUR OWNERS) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN CLEVELAND, OHIO; PROVIDED THAT IF OUR PRINCIPAL PLACE OF BUSINESS CEASES TO BE IN OHIO, ANY ACTION MUST BE COMMENCED IN OR NEAREST TO OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS. WE AND YOU (AND EACH OWNER) IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, WE AND YOU (AND YOUR OWNERS) AGREE THAT ANY OF US MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR YOUR COMPUTER TROUBLESHOOTERS IS LOCATED.

(c) EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 10(d) AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR AFFILIATES) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE

LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

(d) EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS.

(e) YOU AND WE EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS SECTION, (WHETHER RELATING TO ARBITRATION FORUM, VENUE, WAIVER OF JURY TRIAL, LIMITATIONS ON DAMAGES, PROHIBITION AGAINST MULTIPLE PLAINTIFF CLASS ACTIONS, SHORTENED STATUTES OF LIMITATION, AND/OR OTHERWISE) MAY REQUIRE YOU TO TRAVEL TO A DISTANT LOCATION TO RESOLVE A DISPUTE, EXPEND ADDITIONAL FUNDS, AND/OR RAISE CHALLENGES FOR YOU AND/OR US IN PROSECUTION OF CLAIMS/ACTIONS. YOU AND WE VIEW THESE PROVISIONS IN THE CONTEXT OF A DIVERSE FRANCHISE SYSTEM WITH BOTH LARGE AND SMALL, SOPHISTICATED AND UNSOPHISTICATED PARTICIPANTS THAT REQUIRES UNIFORMITY AND PREDICTABILITY. AS SUCH, YOU AND WE KNOWINGLY ACCEPT SUCH PROVISIONS AND LIMITATIONS AS JUSTIFIED BY BUSINESS NECESSITIES AND REPRESENTATIVE OF A REASONABLE BALANCING OF YOUR AND OUR INTERESTS, AND THOSE OF THE SYSTEM AS A WHOLE, AND NOT AS UNFAIR OR BURDENSOME.

(f) In the event that litigation is instituted against Franchisor growing out, and as the result of, activities of Franchisee and with respect to which claim no action or activity of Franchisor is involved, but Franchisor is nevertheless named in the litigation and served with process, then Franchisee covenants and agrees to indemnify, defend and hold Franchisor harmless for, from and against any costs Franchisor expends in the defense of such action.

(g) Franchisor expressly reserves the right, at its sole discretion, to seek temporary injunctive relief, pending completion of the arbitration or litigation proceedings, from a court of competent jurisdiction to enforce Franchisee's post termination covenants not to compete and to enjoin Franchisee from any existing or threatened conduct that Franchisor believes could cause any harm or damage to Franchisor or to its franchise system. Franchisee agrees that Franchisor may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of Franchisee, in the event of the entry of such injunction, shall be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). In the event Franchisor files a lawsuit to seek temporary injunctive relief as described above, the filing shall not constitute, nor be deemed by anyone to constitute, a waiver by Franchisor of its right to invoke the binding arbitration provisions of this Agreement.

(h) Franchisor shall have no liability for any sales, use, excise, gross receipts, income, property or other tax, whether levied upon Franchisee, Franchisee's Business, or Franchisee's assets, or upon Franchisor, in connection with the goods or services sold or business conducted by Franchisee. Franchisee agrees to pay all such amounts when due. Franchisee agrees to reimburse Franchisor for any taxes that Franchisor must pay to any taxing authority on account of either Franchisee's operation of the Franchised Business or payments made to Franchisor by Franchisee.



20. **ARBITRATION**

(a) WE AND YOU AGREE THAT ALL CONTROVERSIES, DISPUTES, OR CLAIMS BETWEEN US AND OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND/OR EMPLOYEES, AND YOU (AND/OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND/OR EMPLOYEES) ARISING OUT OF OR RELATED TO:

- (i) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU (OR YOUR AFFILIATES) AND US (OR OUR AFFILIATES);
- (ii) OUR RELATIONSHIP WITH YOU;
- (iii) THE SCOPE OR VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU (OR YOUR AFFILIATES) AND US (OR OUR AFFILIATES) OR ANY PROVISION OF ANY OF SUCH AGREEMENTS (INCLUDING THE VALIDITY AND SCOPE OF THE ARBITRATION OBLIGATION UNDER THIS SECTION 20, WHICH WE AND YOU ACKNOWLEDGE IS TO BE DETERMINED BY AN ARBITRATOR, NOT A COURT); OR
- (iv) ANY SYSTEM STANDARD;

MUST BE SUBMITTED FOR CONFIDENTIAL BINDING ARBITRATION, ON DEMAND OF EITHER PARTY, TO THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDINGS WILL BE CONDUCTED BY ONE (1) ARBITRATOR AND, EXCEPT AS THIS SECTION OTHERWISE PROVIDES, ACCORDING TO THE THEN-CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ALL PROCEEDINGS WILL BE CONDUCTED AT A SUITABLE LOCATION CHOSEN BY THE ARBITRATOR IN CLEVELAND, OHIO; PROVIDED THAT IF OUR PRINCIPAL PLACE OF BUSINESS CEASES TO BE IN OHIO, THE PROCEEDINGS WILL BE CONDUCTED WITHIN FIFTY (50) MILES OF OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). JUDGMENT UPON THE ARBITRATOR'S AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

(b) THE ARBITRATOR HAS THE RIGHT TO AWARD OR INCLUDE IN THEIR AWARD ANY RELIEF WHICH HE OR SHE DEEMS PROPER, INCLUDING, WITHOUT LIMITATION, MONEY DAMAGES (WITH INTEREST ON UNPAID AMOUNTS FROM THE DATE DUE), SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF, AND ATTORNEYS' FEES AND COSTS, PROVIDED THAT THE ARBITRATOR MAY NOT DECLARE ANY MARK GENERIC OR OTHERWISE INVALID OR, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 19 ABOVE, AWARD ANY PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES AGAINST EITHER PARTY (WE AND YOU HEREBY WAIVING TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 19 ABOVE, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES AGAINST THE OTHER).

(c) WE AND YOU AGREE TO BE BOUND BY THE PROVISIONS OF ANY LIMITATION ON THE PERIOD OF TIME IN WHICH CLAIMS MUST BE BROUGHT UNDER APPLICABLE LAW OR THIS AGREEMENT, WHICHEVER EXPIRES EARLIER. WE AND YOU FURTHER AGREE THAT, IN ANY ARBITRATION PROCEEDING, EACH MUST SUBMIT OR FILE ANY CLAIM WHICH WOULD CONSTITUTE A COMPULSORY COUNTERCLAIM (AS DEFINED BY RULE 13 OF THE FEDERAL RULES OF CIVIL PROCEDURE) WITHIN THE SAME PROCEEDING AS THE CLAIM TO WHICH IT RELATES. ANY CLAIM WHICH IS NOT SUBMITTED OR FILED AS REQUIRED IS FOREVER BARRED. THE ARBITRATOR MAY NOT CONSIDER ANY SETTLEMENT DISCUSSIONS OR OFFERS THAT MIGHT HAVE BEEN MADE BY EITHER YOU OR US. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO ADVANCE YOUR SHARE OF THE COSTS OF ANY ARBITRATION PROCEEDING IN ORDER FOR SUCH ARBITRATION PROCEEDING TO TAKE PLACE AND BY DOING SO SHALL NOT BE DEEMED TO HAVE WAIVED OR RELINQUISHED OUR RIGHT TO SEEK THE RECOVERY OF THOSE COSTS.

(d) WE AND YOU AGREE THAT ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE, BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN US AND OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, AND/OR EMPLOYEES, AND YOU (AND/OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND/OR EMPLOYEES) MAY NOT BE COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING BETWEEN US AND ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY IN THIS SECTION, IF ANY ARBITRATOR DETERMINES THAT ALL OR ANY PART OF THE PRECEDING SENTENCE IS UNENFORCEABLE WITH RESPECT TO A DISPUTE THAT OTHERWISE WOULD BE SUBJECT TO ARBITRATION UNDER THIS SECTION 20, THEN ALL PARTIES AGREE THAT THIS ARBITRATION CLAUSE SHALL NOT APPLY TO THAT DISPUTE AND THAT SUCH DISPUTE SHALL BE RESOLVED IN A JUDICIAL PROCEEDING IN ACCORDANCE WITH SECTION 19.

(e) DESPITE OUR AND YOUR AGREEMENT TO ARBITRATE, WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO SEEK TEMPORARY RESTRAINING ORDERS AND TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION; PROVIDED, HOWEVER, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED IN THIS SECTION.

(f) YOU AND WE AGREE THAT, IN ANY ARBITRATION ARISING AS DESCRIBED IN THIS SECTION, REQUESTS FOR DOCUMENTS SHALL BE LIMITED TO DOCUMENTS THAT ARE DIRECTLY RELEVANT TO SIGNIFICANT ISSUES IN THE CASE OR TO THE CASE'S OUTCOME; SHALL BE RESTRICTED IN TERMS OF TIME FRAME, SUBJECT MATTER AND PERSONS OR ENTITIES TO WHICH THE REQUESTS PERTAIN; AND SHALL NOT INCLUDE BROAD PHRASEOLOGY SUCH AS "ALL DOCUMENTS DIRECTLY OR INDIRECTLY RELATED TO." YOU AND WE FURTHER AGREE THAT THERE SHALL BE NO INTERROGATORIES OR REQUESTS TO ADMIT. WITH RESPECT TO ANY ELECTRONIC DISCOVERY, YOU AND WE AGREE THAT:

- (i) PRODUCTION OF ELECTRONIC DOCUMENTS NEED ONLY BE FROM SOURCES USED IN THE ORDINARY COURSE OF BUSINESS. NO SUCH DOCUMENTS SHALL BE REQUIRED TO BE PRODUCED FROM BACK-UP SERVERS, TAPES OR OTHER MEDIA;
- (ii) THE PRODUCTION OF ELECTRONIC DOCUMENTS SHALL NORMALLY BE MADE ON THE BASIS OF GENERALLY AVAILABLE TECHNOLOGY IN A SEARCHABLE

FORMAT WHICH IS USABLE BY THE PARTY RECEIVING THE DOCUMENTS AND CONVENIENT AND ECONOMICAL FOR THE PRODUCING PARTY. ABSENT A SHOWING OF COMPELLING NEED, THE PARTIES NEED NOT PRODUCE METADATA, WITH THE EXCEPTION OF HEADER FIELDS FOR EMAIL CORRESPONDENCE;

(iii) THE DESCRIPTION OF CUSTODIANS FROM WHOM ELECTRONIC DOCUMENTS MAY BE COLLECTED SHALL BE NARROWLY TAILORED TO INCLUDE ONLY THOSE INDIVIDUALS WHOSE ELECTRONIC DOCUMENTS MAY REASONABLY BE EXPECTED TO CONTAIN EVIDENCE THAT IS MATERIAL TO THE DISPUTE; AND

(iv) WHERE THE COSTS AND BURDENS OF ELECTRONIC DISCOVERY ARE DISPROPORTIONATE TO THE NATURE OF THE DISPUTE OR TO THE AMOUNT IN CONTROVERSY, OR TO THE RELEVANCE OF THE MATERIALS REQUESTED, THE ARBITRATOR SHALL EITHER DENY SUCH REQUESTS OR ORDER DISCLOSURE ON CONDITION THAT THE REQUESTING PARTY ADVANCE THE REASONABLE COST OF PRODUCTION TO THE OTHER SIDE, SUBJECT TO ALLOCATION OF COSTS IN THE FINAL AWARD AS PROVIDED HEREIN.

(g) IN ANY ARBITRATION ARISING OUT OF OR RELATED TO THIS AGREEMENT, EACH SIDE MAY TAKE THREE DISCOVERY DEPOSITIONS. EACH SIDE'S DEPOSITIONS ARE TO CONSUME NO MORE THAN A TOTAL OF 15 HOURS. THERE ARE TO BE NO SPEAKING OBJECTIONS AT THE DEPOSITIONS, EXCEPT TO PRESERVE PRIVILEGE. THE TOTAL PERIOD FOR THE TAKING OF DEPOSITIONS SHALL NOT EXCEED SIX WEEKS.

(h) THE PROVISIONS OF THIS SECTION ARE INTENDED TO BENEFIT AND BIND CERTAIN THIRD-PARTY NON-SIGNATORIES AND WILL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING THIS AGREEMENT'S EXPIRATION OR TERMINATION.

(i) ANY PROVISIONS OF THIS AGREEMENT BELOW THAT PERTAIN TO JUDICIAL PROCEEDINGS SHALL BE SUBJECT TO THE AGREEMENT TO ARBITRATE CONTAINED IN THIS SECTION.

## 21. NOTICES

(a) All notices under this Agreement shall be hand delivered, sent by pre-paid registered or certified mail, served by facsimile, or served by electronic mail.

(b) Notice being served by hand or by pre-paid registered or certified mail shall be sent:

(i) In the case of the Franchisor to its principal place of business, which is currently 7100 E. Pleasant Valley Road, Suite 300, Independence, Ohio 44131.

(ii) In the case of the Franchisee or any Guarantor, as the case maybe, to its address for service of process, or as set out above, unless Franchisee or Guarantor provides Franchisor a written notice of the change of address at least three (3) business days prior to the effectiveness of such change. Service will be considered to have been perfected, when received in the case of hand delivery or two (2) days after posting in the case of pre-paid registered or certified mail or the next business day after transmission in the case of facsimile or electronic mail.

## 22. MISCELLANEOUS

This Franchise Agreement with its appendices contains the entire agreement of the parties. However, nothing in the franchise agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document. This Agreement may be amended or modified only by a writing that is signed by all of the parties to this Agreement.

The following provision applies if you or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, South Dakota, Virginia, Washington, or Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship will have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**IN WITNESS WHEREOF** the parties have executed this Agreement and it shall be effective as of the day and year first herein above written.

**Franchisor:**

MMI-CPR, LLC

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

**Franchisee:**

ENTITY  
STATE OF FORMATION

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

An employee of: ENTITY

**APPENDIX A**  
**Certificate, Guarantee, and Assumption of Obligations by Owners**

THIS CERTIFICATE, GUARANTEE AND ASSUMPTION OF OBLIGATIONS BY OWNERS (“Guarantee”) is given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by each person who owns 20% or more of ENTITY (“Franchisee”).

In consideration of, and as an inducement to, the execution of the Franchise Agreement of even date herewith (“Agreement”) by MMI-CPR, LLC (“Franchisor”), each of the undersigned hereby personally and unconditionally (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant described in the Agreement; and (2) shall be personally bound by, and personally liable for the breach of each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities including, without limitation, the non-compete provisions, and those regarding protection of the Marks, and transfer of ownership of Franchisee.

Each of the undersigned waives: acceptance and notice of acceptance by Franchisor of the foregoing undertakings; notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (1) its direct and immediate liability hereunder shall be joint and several; (2) it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Agreement.

The undersigned agrees to pay all expenses paid or incurred by Franchisor in enforcing the foregoing Agreement and this Guarantee against Franchisee and against the undersigned and in collecting or attempting to collect any amounts due thereunder and hereunder, including reasonable attorneys’ fees if such enforcement or collection is by or through an attorney-at-law. Any waiver, extension of time or other indulgence granted from time to time by Franchisor, its agents, its successors or assigns, with respect to the Agreement, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

This Guarantee is personal to each of the undersigned and the obligations and duties imposed herein may not be delegated or assigned; provided, however, that this Guarantee shall be binding upon the successors, assigns, and personal representatives of each of the undersigned. This Guarantee shall inure to the benefit of Franchisor, its affiliates, successors and assigns.

In the event that any one or more provisions contained herein 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 hereof, and this Guarantee shall be construed to bind the undersigned to the maximum

extent permitted by law that is subsumed within the terms of such provision as though it were separately articulated herein.

This Guarantee shall be interpreted and construed under the laws of the State of Ohio, which laws shall prevail in the event of any conflict of law. The undersigned agree that any action, suit or proceeding to enforce this Guarantee or arising hereunder or concerning the interpretation of this Guarantee shall be subject to arbitration to the same extent as provided in the Agreement.

Each of the undersigned hereby acknowledges that (i) it is a condition to the granting of the Agreement to Franchisee that each of the undersigned shall execute and deliver this Guarantee to Franchisor, (ii) that Franchisor has entered into the Agreement in reliance upon the agreement of the undersigned to do so, and (iii) that, as owners of the Franchisee, the undersigned have received adequate consideration to support their execution of this Guarantee. This Guarantee does not grant or create in the undersigned any interests, rights or privileges in the Franchise or the Agreement.

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

GUARANTOR(S) (INCLUDING ALL SPOUSES)	PERCENTAGE OF OWNERSHIP IN FRANCHISEE
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**APPENDIX B**

**ACCEPTANCE OF OWNERS**

Each of the undersigned (and their spouses) hereby accept and agree to be personally bound by the provisions of the following Sections of the foregoing Franchise Agreement to the same extent as Franchisee: 4, 9, 15, 16, 17, 18, 19, and any other provisions necessary to interpret or enforce any of the foregoing.

Individual operating the Franchise:

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

Spouse of individual operating the Franchise:

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

Any other individuals and their spouses who sign the guaranty:

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

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

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

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



**APPENDIX C**  
**ELECTRONIC FUNDS TRANSFER**  
**AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO**  
**MMI-CPR, LLC dba Computer Troubleshooters**

Date of Request: \_\_\_\_\_ State: \_\_\_\_\_ Franchisee: \_\_\_\_\_

Store ID: \_\_\_\_\_

**I authorize MMI-CPR, LLC to deduct fees from my account designated below.**

Bank Account Information (Please attach a voided check):

Name on Bank Account: \_\_\_\_\_

Depository (Bank Name): \_\_\_\_\_

Routing/Transit ABA Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

I hereby authorize MMI-CPR, LLC to initiate and process debit entries electronically, by paper means or by any other commercially accepted method to my (our) account at the depository institution indicated above. This authority is to remain in full force and effect until MMI-CPR, LLC and/or Depository Institution has received written notification 30 days prior to the collection date. The Franchisee or MMI-CPR, LLC has authority to terminate this agreement.

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Signature of franchisee

Print Name

Date

Please email this form with a copy of a voided check to:

MMI-CPR, LLC  
Attn: Holly Thomas  
[holly.thomas@assurant.com](mailto:holly.thomas@assurant.com)  
Phone: 305-253-2244 x 4031182

**APPENDIX D**

**Compliance Certification Form**

**DO NOT SIGN THIS FORM IF YOU ARE LOCATED, OR YOUR FRANCHISED BUSINESS WILL BE LOCATED IN: CALIFORNIA, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

The Disclosure Document was provided to me by:

1) At least 14 calendar days before I signed a binding agreement.

**Franchisee's Initials** \_\_\_\_\_

2) At least 14 calendar days before I made any payment to Computer Troubleshooters.

**Franchisee's Initials** \_\_\_\_\_

**Representations:**

No promises, agreements, contracts, commitments, understanding, "side-deals", options, rights-of-first-refusal or otherwise have been made to or with me respect to any matter (including but not limited to any representatives or promises regarding advertising, marketing, site location, operational assistance or otherwise) nor have I relied in any way on any such except as expressly set forth in the Franchise Agreement or written Addendum signed by me and the CEO or COO of Franchisor except as follows:

\_\_\_\_\_  
\_\_\_\_\_  
**Franchisee's Initials** \_\_\_\_\_

No oral, written or visual claim or representation, promise, agreement, contract, commitment, understanding or otherwise which contradicted, expanded upon or was inconsistent with the Disclosure Document or the Franchise Agreement was made to me by any person or entity, except as follows:

\_\_\_\_\_  
\_\_\_\_\_  
**Franchisee's Initials** \_\_\_\_\_

No oral, written, or visual claim or representation (including but not limited to charts, tables, spreadsheets, or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) was made to me by any person or entity, except as follows:

\_\_\_\_\_  
\_\_\_\_\_  
**Franchisee's Initials** \_\_\_\_\_

No contingency, condition, prerequisite, prior requirement, provision, reservation, impediment, stipulation, provision, or otherwise exists with respect to any matter (including but not limited to obtaining financing, selection, purchase, lease or otherwise of site, operational matters or otherwise) and/or with respect to my fully performing all of my obligations under the Franchise Agreement and/or any other documents to be executed by me nor have I relied in any way on such, except as expressly set forth in a writing signed my me and the CEO or COO of Franchisor, except as follows:

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**Franchisee's Initials** \_\_\_\_\_

A list of current franchisees and their contact information was provided to me in the FDD by the Franchisor and I acknowledge that I had the opportunity to contact any of the franchisees included in such list. Neither Franchisor nor any of its officers, employees or agents (including any area representative or franchise broker) have made any statements leading me to believe that I may not contact current franchisees; nor have they made any statements leading me to believe I may only contact certain franchisees except as follows:

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**Franchisee's Initials** \_\_\_\_\_

I understand that the Franchise Agreement includes a personal guaranty which requires me to personally guaranty all of the Franchisee's obligations included in the Franchise Agreement, except as follows:

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**Franchisee's Initials** \_\_\_\_\_

The Franchisor advised me to consult with a legal and/or financial advisor prior to entering into the Franchise Agreement. Neither Franchisor nor any of its officers, employees or agents (including any area representative or franchise broker) shall be responsible for any advice or statements made by such advisors nor shall they be responsible for my failure to consult with a legal and/or financial advisor, except as follows:

---

---

**Franchisee's Initials** \_\_\_\_\_

Franchisor does not make or endorse nor does it allow any marketing representative, broker or other individual to make or endorse any oral, written, visual or other claim or representation (including but not limited to charts, tables, spreadsheets, or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects, or otherwise (or from which such items might be ascertained) with respect to this or any other Franchise, whether made on behalf or for Franchisor, any Franchisee or other individual and expressly disclaims any such information, data or results.

In addition, Franchisor does not permit any promises, agreements, contracts, commitments, understandings, "side deals", options, rights-of-first-refusal or otherwise or variations of, changes in or supplements to the Franchise Agreement or the existence of any contingencies or conditions to Franchisee's obligations except by means of a written Addendum signed by Franchisee and Franchisor.

If any such representations, "side deals," contingencies or otherwise have been made by you, by any person or otherwise exist, immediately inform the CEO of the Franchisor.

The prospective franchisee understands and agrees to all of the foregoing and certifies that all of the above statements are true, correct and complete.

Franchisee acknowledges that Franchisor has relied upon Franchisees' representations made herein as a basis on which to enter into the Franchise Agreement.

**Franchisee:**  
**ENTITY**  
**STATE OF FORMATION**

\_\_\_\_\_  
**NAME**

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

**EXHIBIT 2**

**FRANCHISE REGISTRATION/DISCLOSURE & BUSINESS OPPORTUNITY STATES**

**DIRECTORY OF STATE AGENCIES**

Listed here are names, addresses, and telephone numbers of state and federal agency personnel having responsibility for franchising disclosure/registration laws and selected business opportunity laws. Entries for the Federal Trade Commission appear at the end of the list.

**REGISTRATION STATES:**

**California**

Department of Business Oversight:

**Los Angeles**

320 West 4<sup>th</sup> Street  
Suite 750  
Los Angeles, California 90013  
(213) 576-7500  
(866) 275-2677

**Sacramento**

1515 K Street  
Suite 200  
Sacramento, California 95814  
(916) 445-7205  
(866) 275-2677

**San Diego**

1350 Front Street  
Room 2034  
San Diego, California 92101  
(619) 525-4233  
(866) 275-2677

**San Francisco**

71 Stevenson Street  
Suite 2100  
San Francisco, California 94105  
(415) 972-8559  
(866) 275-2677

**Hawaii**

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

**Maryland**

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

**Illinois**

Robert A. Tingler, Chief  
Franchise Bureau  
Office of Attorney General  
Room 12-178  
100 W. Randolph Street  
Chicago, Illinois 60601  
(312) 814-3892

Registration & Materials Inquiries:  
500 S. Second Street  
Springfield, Illinois 62706  
(217) 782-4465

*Attorney General*  
Jim Ryan

**Indiana**

Patrick Sanders  
Chief Deputy Commissioner  
Franchise Section  
Indiana Securities Division  
Secretary of State  
Room E-111  
302 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6681

*Securities Commissioner*  
Bradley W. Skolnik

**Iowa**

(Business Opportunity Promotions Law)

Dennis Britson  
Director of Regulated Industries Unit  
Iowa Securities Bureau  
340 East Maple  
Des Moines, Iowa 50319-0066  
(515) 281-4441  
FAX: (515) 281-6467

**North Dakota**

Diane Lillis  
Franchise Examiner  
North Dakota Securities Department  
Fifth Floor  
600 East Boulevard  
Bismarck, North Dakota 58505  
(701) 328-4712

**Michigan**

Marilyn McEwen  
 Franchise Administrator  
 Consumer Protection Division  
 Antitrust and Franchise Unit  
 Michigan Department of Attorney General  
 670 Law Building  
 Lansing, Michigan 48913  
 (517) 373-7117

**Minnesota**

Franchise Examiner  
 Minnesota Department of Commerce  
 85 7<sup>th</sup> Place East, Suite 500  
 St. Paul, Minnesota 55101-2198  
 (651) 296-4026

*Commissioner of Commerce*  
 James C. Bernstein

**New York**

NYS Department of Law  
 Investor Protection Bureau  
 28 Liberty Street, 21<sup>st</sup> Floor  
 New York, NY 10005  
 212-416-8285

**Wisconsin**

James R. Fischer  
 Franchise Administrator  
 Division of Securities  
 Department of Financial Institutions  
 P.O. Box 1768  
 Madison, Wisconsin 53701  
 (608) 266-8559

*Administrator, Division of Securities*  
 Patricia Struck

**DISCLOSURE ONLY:****Oregon**

Dick Nockledy  
 Department of Consumer and Business Services  
 Division of Finance and Corporate Securities  
 Labor and Industries Building  
 Salem, Oregon 97310  
 (503) 378-4140

**Rhode Island**

Director  
 Department of Business Regulation  
 Division of Securities  
 1511 Pontiac Avenue  
 John O. Pastore Complex- Building 69-1  
 Cranston, RI 02920  
 (401) 462-9527

**South Dakota**

Division of Insurance  
 Securities Regulation  
 124 South Euclid, Suite 104  
 Pierre, South Dakota 57501  
 (605) 773-4823

**Virginia**

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

**Washington**

Bill Beatty, Administrator  
 Department of Financial Institutions  
 Securities Division  
 150 Israel Rd. SW  
 Tumwater, WA 98501  
 (360) 902-8760

**Florida**

(Sale of Business Opportunities Act)

Bob James  
 Senior Consumer Complaint Analyst  
 Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 227 N. Bronough Street  
 City Central Building  
 Suite 7200  
 Tallahassee, Florida 32301  
 (850) 922-2770  
 FAX: (850) 921-8201

**BUSINESS OPPORTUNITY STATES  
(FRANCHISORS FILE FOR EXEMPTION):**

**Connecticut**

**(\*\*Requires registration if the franchisor doesn't have  
a federal trademark registration)**

(Business Opportunity Investment Act)

Cynthia Antanaitis  
Assistant Director  
Securities and Business Investment Division  
Connecticut Department of Banking  
260 Constitution Plaza  
Hartford, Connecticut 06103  
(860) 240-8233  
E-mail: [cynthia.antanaitis@po.state.ct.us](mailto:cynthia.antanaitis@po.state.ct.us)

Eric J. Wilder  
Assistant Director  
Securities and Business Investment Division  
Connecticut Department of Banking  
260 Constitution Plaza  
Hartford, Connecticut 06103  
(860) 240-8232  
E-mail: [eric.wilder@po.state.ct.us](mailto:eric.wilder@po.state.ct.us)

*Chief Administrative Attorney*  
Gayles S. Fierer

*Director, Securities and Business Investment Division*  
Ralph A. Lambiase

*Banking Commissioner*  
John P. Burke

**Utah**

(Business Opportunity Disclosure Act)

Francine A. Giani  
Director  
Division of Consumer Protection  
Utah Department of Commerce  
160 East Three Hundred South  
P.O. Box 45804  
Salt Lake City, Utah 84145-0804  
(801) 530-6601  
FAX: (801) 530-6001

**Nebraska**

(Seller-Assisted Marketing Plan Law)

Karen Reynolds  
Securities Analyst  
Department of Banking and Finance  
1200 N Street  
Suite 311  
P.O. Box 95006  
Lincoln, Nebraska 68509  
(402) 471-3445

**Texas**

(Business Opportunity Act)

Dorothy Wilson  
Statutory Document Section  
Secretary of State  
P.O. Box 12887  
Austin, Texas 78711  
(512) 475-1769

**Alberta**

R.J. (Rudy) Palovcik  
Director, Industry Standards  
Department of Municipal Affairs  
Housing and Consumer Affairs Division  
16<sup>th</sup> Floor, Commerce Plaza  
10155 – 102 Street  
Edmonton, Alberta, Canada T5J 4L4  
(403) 422-1588  
FAX: (403) 427-3033

**Federal Trade Commission**

Division of Marketing Practices  
Bureau of Consumer Protection  
Pennsylvania Avenue at 6<sup>th</sup> Street, NW  
Washington, D.C. 20580  
(202) 326-3128



**AGENTS FOR SERVICE OF PROCESS**

**CALIFORNIA**

California Corporations Commissioner  
Department of Corporations  
1515 K Street, Suite 200  
Sacramento, CA 95814

**HAWAII**

Commissioner of Securities of the  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813

**ILLINOIS**

Illinois Attorney General's Office  
500 South Second Street  
Springfield, Illinois 62706

**INDIANA**

Secretary of State  
201 State House  
Indianapolis, Indiana 46204

**MICHIGAN**

Department of the Attorney General's Office  
Consumer Protection Division  
Attn: Franchise  
670 Law Building  
Lansing, Michigan 48913

**MINNESOTA**

Department of Commerce  
85 7th Place East, Suite 500  
St. Paul, Minnesota 55101-2198

**NEBRASKA**

Nebraska Department of Banking and Finance  
1200 N Street  
P.O. Box 95006  
Lincoln, Nebraska 68509-5006

**NEW YORK**

New York Department of State  
99 Washington Avenue, 6th Floor  
Albany, NY 12231

**RHODE ISLAND**

Director, Department of Business Regulation

**Securities Division**

1511 Pontiac Avenue  
John O. Pastore Complex- Building 69-1  
Cranston, Rhode Island 02920

**MARYLAND**

Securities Commissioner  
200 St. Paul Place  
Baltimore, Maryland 21202-2020

**NORTH DAKOTA**

North Dakota Securities Department  
600 East Boulevard Avenue, 5th Floor  
Bismarck, North Dakota 58505-0510

**OREGON**

Director Department of Consumer and  
Business Services  
Corporate Securities Section  
Labor and Industries Building  
Salem, Oregon 97310

**SOUTH DAKOTA**

Division of Insurance-Securities Regulation  
124 S EUCLID, Suite 104  
PIERRE SD 57501

**TEXAS**

Secretary of State  
P.O. Box 12887  
Austin, Texas 78711

**VIRGINIA**

Clerk of the State Corporation Commission  
1300 East Main Street  
Richmond, Virginia 23219

**WASHINGTON**

Securities Division  
Washington Department of Financial Institutions  
150 Israel Rd. SW  
Tumwater, WA 98501

**WISCONSIN**

Commissioner of Securities  
Franchise Investment Division, Fourth Floor  
101 East Wilson Street  
Madison, Wisconsin 5370

**EXHIBIT 3**

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**EXHIBIT 4**

**LIST OF FRANCHISEES AS OF DECEMBER 31, 2022**

List of Existing Franchisees as of December 31, 2022

<u>Owner Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Email</u>	<u>Phone</u>
<u>Jeff Olson</u>	<u>5004 Liberty Park Circle</u>	<u>Owens Cross Roads</u>	<u>AL</u>	<u>35763</u>	<u>jolson@comptroub.com</u>	<u>(256) 652-6643</u>
<u>Bryan Windham</u>	<u>114 E. Grove Street</u>	<u>El Dorado</u>	<u>AR</u>	<u>71730</u>	<u>bwindham@comptroub.com</u>	<u>(870) 875-1500</u>
<u>Tomás Payet</u>	<u>13236 N 7th Street, Suite 4253</u>	<u>Phoenix</u>	<u>AZ</u>	<u>85022</u>	<u>tomasp@comptroub.com</u>	<u>(480) 423-2983</u>
<u>Dirk DeTrou</u>	<u>2825 N Central Ave</u>	<u>PHoenix</u>	<u>AZ</u>	<u>85004</u>	<u>ddetrou@cpr-southmountain.com</u>	
<u>Cedric Dossou</u>	<u>9897 W. McDowell Rd. #H740</u>	<u>Tolleson</u>	<u>AZ</u>	<u>85353</u>	<u>cedricdoss@gmail.com</u>	
<u>Jordan Kahf</u>	<u>5642 E La Palma Ave, Suite 208</u>	<u>Anaheim</u>	<u>CA</u>	<u>92807</u>	<u>jkahf@cpr-stores.com</u>	
<u>Adam Jartanian</u>	<u>1802 W Olive Ave</u>	<u>Burbank</u>	<u>CA</u>	<u>91506</u>	<u>ajaratanian@cpr-stores.com</u>	
<u>John MacLeod</u>	<u>65-801 Avenida Barona</u>	<u>Desert Hot Springs</u>	<u>CA</u>	<u>92240</u>		
<u>Jordan Kahf</u>	<u>12571 Limonite Ave, Suite 250</u>	<u>Eastvale</u>	<u>CA</u>	<u>91752</u>	<u>jkahf@cpr-stores.com</u>	
<u>Adam Jartanian</u>	<u>16204 Devonshire St</u>	<u>Granada Hills</u>	<u>CA</u>	<u>91344</u>	<u>ajaratanian@cpr-stores.com</u>	
<u>Jordan Kahf</u>	<u>27901 La Paz Rd. #I</u>	<u>Laguna Niguel</u>	<u>CA</u>	<u>92867</u>	<u>jkahf@cpr-stores.com</u>	
<u>Frank Dean</u>	<u>3419 Via Lido Suite 290</u>	<u>Newport Beach</u>	<u>CA</u>	<u>92663</u>		<u>949-355-8543</u>
<u>Jordan Kahf</u>	<u>1804 N. Tustin Street</u>	<u>Orange</u>	<u>CA</u>	<u>92865</u>	<u>jkahf@cpr-stores.com</u>	
<u>Bruce Heffner</u>	<u>1850 Douglas Blvd. #402.</u>	<u>Roseville</u>	<u>CA</u>	<u>95661</u>	<u>bruce.heffner@cpr-roseville.com</u>	
<u>Adam Jartanian</u>	<u>3178 E Thousand Oaks Blvd</u>	<u>Thousand Oaks</u>	<u>CA</u>	<u>91362</u>	<u>ajaratanian@cpr-stores.com</u>	
<u>Jordan Kahf</u>	<u>1344 Newport Ave, #B.</u>	<u>Tustin</u>	<u>CA</u>	<u>92780</u>	<u>jkahf@cpr-stores.com</u>	
<u>Christian Espiritu</u>	<u>1780 E Main St, Suite 400</u>	<u>Woodland</u>	<u>CA</u>	<u>95776</u>	<u>ccespiritu@cpr-stores.com</u>	
<u>Jereme Scott</u>	<u>3440 N. Academy Blvd</u>	<u>Colorado Springs</u>	<u>CO</u>	<u>80917</u>	<u>k.hubrig@cpr-stores.com</u>	
<u>Carl Johnson</u>	<u>10493 W. Patterson Pl</u>	<u>Littleton</u>	<u>CO</u>	<u>80127</u>	<u>cjohnson@comptroub.com</u>	<u>(720) 328-2338</u>

<u>Owner Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Email</u>	<u>Phone</u>
<u>Rick Van Akin</u>	<u>11 Shepherds Way</u>	<u>New Fairfield</u>	<u>CT</u>	<u>6812</u>	<u>rvanakin@comptroub.com</u>	<u>(203) 746-1527</u>
<u>Victor Marcelo</u>	<u>2808 Videre Drive</u>	<u>Wilmington</u>	<u>DE</u>	<u>19808</u>		<u>302-494-0051</u>
<u>Michael Neal</u>	<u>1069 Cottonwood Ct</u>	<u>Apopka</u>	<u>FL</u>	<u>32712</u>		<u>407-709-4475</u>
<u>Keith Wilson</u>	<u>2607 S. Woodland Blvd</u>	<u>DeLand</u>	<u>FL</u>	<u>32720</u>	<u>keith@aacomputers.com</u>	
<u>Patrick Montas</u>	<u>15574 SW 25th Street</u>	<u>Miramar</u>	<u>FL</u>	<u>33027</u>	<u>pmontas@comptroub.com</u>	<u>(954) 430-2777</u>
<u>Rick Bouse/Ken Foster</u>	<u>1492 Apalachee Parkway Unit 11</u>	<u>Tallahassee</u>	<u>FL</u>	<u>32301</u>	<u>ken@cpr-tallahassee.com</u>	
<u>Charles Edgerton</u>	<u>477 Connemara Crossing, Ste. 100</u>	<u>Lawrenceville</u>	<u>GA</u>	<u>30044</u>	<u>ga@comptroub.com</u>	<u>(770) 279-2677</u>
<u>Jason Radtke</u>	<u>4155 Waterford Drive</u>	<u>Suwanee</u>	<u>GA</u>	<u>30024</u>		<u>404-226-3969</u>
<u>Jamie Smid</u>	<u>3602 Kimball Ave</u>	<u>Waterloo</u>	<u>IA</u>	<u>50702</u>	<u>jsmid@comptroub.com</u>	<u>(319) 240-8581</u>
<u>Jeff Gasner/David Bell</u>	<u>329 E Rand Rd.</u>	<u>Arlington Heights</u>	<u>IL</u>	<u>60004</u>	<u>bvanpelt@cpr-arlingtonhts.com</u>	
<u>David Bell</u>	<u>765 E Boughton Rd</u>	<u>Bolingbrook</u>	<u>IL</u>	<u>60440</u>	<u>larry@swchicago.com</u>	
<u>Edgar Navarro</u>	<u>4007 N. Damen Ave</u>	<u>Chicago</u>	<u>IL</u>	<u>60618</u>	<u>edgar@cellphonerepair.com</u>	
<u>David Bell</u>	<u>15864 S La Grange Rd</u>	<u>Orland Park</u>	<u>IL</u>	<u>60462</u>	<u>larry@swchicago.com</u>	
<u>Larry Leonard</u>	<u>707 W Jefferson St.</u>	<u>Shorewood</u>	<u>IL</u>	<u>60404</u>	<u>larry@swchicago.com</u>	
<u>Edgar Navarro</u>	<u>4516 Oakton St</u>	<u>Skokie</u>	<u>IL</u>	<u>60076</u>	<u>edgar@cellphonerepair.com</u>	
<u>Bill Hettinher</u>	<u>328 Chrisman Drive</u>	<u>Streamwood</u>	<u>IL</u>	<u>60107</u>	<u>bhettinher@comptroub.com</u>	<u>(630) 504-0149</u>
<u>Alex Nivison</u>	<u>529 E. Showalter</u>	<u>Rose Hill</u>	<u>KS</u>	<u>67133</u>	<u>anivison@comptroub.com</u>	<u>(316) 554-1241</u>
<u>Eden Morrison</u>	<u>6810 West Kellog Drive #100</u>	<u>Wichita</u>	<u>KS</u>	<u>67209</u>	<u>emorrison@cpr-wichita.com</u>	
<u>Mark/Shannon Olivier</u>	<u>67077 Locke St.</u>	<u>Mandeville</u>	<u>LA</u>	<u>70471</u>	<u>mark@comptroub.com</u>	<u>(985) 624-2302</u>
<u>Frank Maggio</u>	<u>2045 Lakeshore Drive, Suite 212</u>	<u>New Orleans</u>	<u>LA</u>	<u>70122</u>	<u>fmaggio@comptroub.com</u>	<u>(877) 623-6966</u>
<u>Carlos Soto</u>	<u>10600 Brixworth Court</u>	<u>Damascus</u>	<u>MD</u>	<u>20872</u>		<u>240-529-6960</u>
<u>Carlos Soto</u>	<u>10600 Brixworth Court</u>	<u>Damascus</u>	<u>MD</u>	<u>20872</u>		<u>240-529-6960</u>

<u>Owner Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Email</u>	<u>Phone</u>
<u>Carlos Soto</u>	<u>10600 Brixworth Court</u>	<u>Damascus</u>	<u>MD</u>	<u>20872</u>		<u>240-529-6960</u>
<u>Carlos Soto</u>	<u>10600 Brixworth Court</u>	<u>Damascus</u>	<u>MD</u>	<u>20872</u>		<u>240-529-6960</u>
<u>Hans/Valerie Wanzenried</u>	<u>806 Washington Ave, SE</u>	<u>Minneapolis</u>	<u>MN</u>	<u>55414</u>	<u>14wanz@gmail.com</u>	
<u>Hans/Valerie Wanzenried</u>	<u>16605 County Rd. 204, Suite 209</u>	<u>Plymouth</u>	<u>MN</u>	<u>55447</u>	<u>mdeath98@gmail.com</u>	<u>(612) 325-3049</u>
<u>Jennifer Pannell</u>	<u>3851 N. Gloster.</u>	<u>Tupelo</u>	<u>MS</u>	<u>38804</u>	<u>brad@cpr-tupelo.com</u>	
<u>Charles Douglas</u>	<u>702 Blowing Rock Rd. Suite 2</u>	<u>Boone</u>	<u>NC</u>	<u>28607</u>	<u>cdouglas@cpr-onenc.com</u>	
<u>Brent Belch</u>	<u>8020 Providence Rd Suite 400</u>	<u>Charlotte</u>	<u>NC</u>	<u>28277</u>	<u>brent.belch@cpr-onenc.com</u>	
<u>Emily Wilson</u>	<u>315-B S. Westgate Drive</u>	<u>Greensboro</u>	<u>NC</u>	<u>27407</u>	<u>support@ctgreensboro.com</u>	<u>(336) 510-7919</u>
<u>Brent Belch</u>	<u>2276 Highway 70 SE</u>	<u>Hickory</u>	<u>NC</u>	<u>28602</u>	<u>brent.belch@cpr-onenc.com</u>	
<u>Brent Belch</u>	<u>16933 Kautinger Street, Suite 170</u>	<u>Huntersville</u>	<u>NC</u>	<u>28078</u>	<u>brent.belch@cpr-onenc.com</u>	
<u>Rob Fischer</u>	<u>4200 Western Blvd, Suite 135</u>	<u>Jacksonville</u>	<u>NC</u>	<u>28546</u>	<u>rob@cpr-wilmington.com</u>	
<u>Jack Davis</u>	<u>1720 Windsor Square Drive</u>	<u>Matthews</u>	<u>NC</u>	<u>28105</u>	<u>jdavis@cpr-charlotte.com</u>	
<u>Joe Forth</u>	<u>109 Williamson Rd, Suite D</u>	<u> Mooresville</u>	<u>NC</u>	<u>28117</u>	<u>joe.forth@cpr-onenc.com</u>	
<u>Jeff Schiff</u>	<u>3004 Wake Forest Rd, Suite 102</u>	<u>Raleigh</u>	<u>NC</u>	<u>27609</u>	<u>jeff@cpr-raleighmidtown.com</u>	
<u>Rob Fischer</u>	<u>4401 Oleander Drive</u>	<u>Wilmington</u>	<u>NC</u>	<u>28403</u>	<u>rob@cpr-wilmington.com</u>	
<u>Charles Douglas</u>	<u>268 S. Stratford Rd.</u>	<u>Winston Salem</u>	<u>NC</u>	<u>27103</u>	<u>cdouglas@cpr-onenc.com</u>	
<u>Brad Schwoerer</u>	<u>P.O.Box 1021**</u>	<u>Merrimack</u>	<u>NH</u>	<u>03054</u>	<u>brads@comptroub.com</u>	<u>(603) 424-4111</u>
<u>Chris Rossi</u>	<u>4150 Route 9 South.</u>	<u>Howell</u>	<u>NJ</u>	<u>07731</u>	<u>bob@cpr-howell.com</u>	
<u>Chris Rossi</u>	<u>103 3rd Avenue. Unit B</u>	<u>Neptune City</u>	<u>NJ</u>	<u>07753</u>	<u>bob@cpr-howell.com</u>	
<u>Rami Presburger</u>	<u>189 Berdan Ave., #220</u>	<u>Wayne</u>	<u>NJ</u>	<u>07470</u>	<u>rpresburger@comptroub.com</u>	<u>(973) 628-0041</u>

<u>Owner Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Email</u>	<u>Phone</u>
<u>William Charles</u>	<u>5241 Ouray Rd. NW Suite B-1</u>	<u>Albuquerque</u>	<u>NM</u>	<u>87401</u>	<u>tcharles@cpr-newmexico.com</u>	
<u>William Charles/Levi Countryman</u>	<u>8100 Wyoming Blvd.</u>	<u>Albuquerque</u>	<u>NM</u>	<u>87113</u>	<u>celldoctorsfarmington@yahoo.com</u>	
<u>William Charles/Levi Countryman</u>	<u>3510 E Main St.</u>	<u>Farmington</u>	<u>NM</u>	<u>87410</u>	<u>celldoctorsfarmington@yahoo.com</u>	
<u>Nick Ellis</u>	<u>7795 West Sahara Ave., Suite #103</u>	<u>Las Vegas</u>	<u>NV</u>	<u>89117</u>	<u>nellis@comptroub.com</u>	<u>702-251-FIXIT (3494)</u>
<u>Nik (Nigam) Vyas</u>	<u>45 Merrick Rd.</u>	<u>Amityville</u>	<u>NY</u>	<u>11701</u>	<u>nigamvy@gmail.com</u>	
<u>Jim Greenfield</u>	<u>149 Madison Ave. Suite 902</u>	<u>New York</u>	<u>NY</u>	<u>10016</u>	<u>nyc@comptroub.com</u>	<u>(212) 686-1234</u>
<u>Jason Kaufman</u>	<u>42 Oak Ave, Suite 4A</u>	<u>Tuckahoe</u>	<u>NY</u>	<u>10707</u>	<u>jkaufman@comptroub.com</u>	<u>(914) 202-9793</u>
<u>Richard Ring</u>	<u>175 E Alex-Bell, Rd. Suite 240</u>	<u>Centerville</u>	<u>OH</u>	<u>45459</u>	<u>rring@woh.rr.com</u>	
<u>Ricky Wong</u>	<u>1664 Jennifer Drive</u>	<u>Twinsburg</u>	<u>OH</u>	<u>44087</u>	<u>rwong@comptroub.com</u>	<u>(440) 389-4088</u>
<u>Matt Barton</u>	<u>1120 N. Duck St., Ste. H</u>	<u>Stillwater</u>	<u>OK</u>	<u>74075</u>	<u>mbarton@comptroub.com</u>	<u>405-372-7025</u>
<u>Dave Rubin</u>	<u>P.O. Box 372**</u>	<u>Bensalem</u>	<u>PA</u>	<u>19020</u>	<u>drubin@comptroub.com</u>	<u>(215) 638-8556</u>
<u>Derrick James/James &amp; David Sommers</u>	<u>241 Chestnut St.</u>	<u>Meadville</u>	<u>PA</u>	<u>16335</u>	<u>derrickjames@fixedalready.com</u>	
<u>James Carmody</u>	<u>101 Equestrian Lane</u>	<u>Schwenksville</u>	<u>PA</u>	<u>19473</u>	<u>jcarmody@comptroub.com</u>	
<u>Donald &amp; Stacy Reinsel</u>	<u>144 Hershey Circle</u>	<u>Stewartstown</u>	<u>PA</u>	<u>17363</u>	<u>pa@comptroub.com</u>	<u>(717) 993-8328</u>
<u>Natalia Dittmer</u>	<u>2607 Easton Rd, Suite 1</u>	<u>Willow Grove</u>	<u>PA</u>	<u>19090</u>	<u>natpanova@gmail.com</u>	
<u>Maren Reaves</u>	<u>725 Britton Street</u>	<u>Anderson</u>	<u>SC</u>	<u>29621</u>	<u>mreaves@comptroub.com</u>	<u>(864) 225-1888</u>
<u>Steven Doyle</u>	<u>506 Gervais Street</u>	<u>Columbia</u>	<u>SC</u>	<u>29201</u>	<u>sdoyle@cpr-lexington.com</u>	
<u>Stephen Baxley</u>	<u>5809 Calhoun Memorial Hwy, Suite C</u>	<u>Easley</u>	<u>SC</u>	<u>29640</u>	<u>sbaxley@cpr-sc.com</u>	
<u>Stephen Baxley</u>	<u>1618 Woodruff Rd</u>	<u>Greenville</u>	<u>SC</u>	<u>29607</u>	<u>sbaxley@cpr-sc.com</u>	



<u>Owner Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Email</u>	<u>Phone</u>
<u>Steven Doyle</u>	<u>5551 Sunset Blvd.</u>	<u>Lexington</u>	<u>SC</u>	<u>29072</u>	<u>sdoyle@cpr-lexington.com</u>	
<u>Nikki Truman</u>	<u>1500 Hwy 17 N. Suite 8</u>	<u>Mount Pleasant</u>	<u>SC</u>	<u>29464</u>	<u>nikki.d.truman@gmail.com</u>	
<u>Stephen Baxley</u>	<u>162 Bilo Place</u>	<u>Seneca</u>	<u>SC</u>	<u>29678</u>	<u>sbaxley@cpr-sc.com</u>	
<u>Janet Culver</u>	<u>1450 W.O. Ezell Blvd, Suite 1100</u>	<u>Spartanburg</u>	<u>SC</u>	<u>29301</u>	<u>janet_culver@att.net</u>	
<u>Jonathan Spotts</u>	<u>7 Stonebridge Blvd, Suite B.</u>	<u>Jackson</u>	<u>TN</u>	<u>38305</u>	<u>jonathan@spottspc.com</u>	
<u>DeWayne Holloway</u>	<u>1916 Cumberland Ave.</u>	<u>Knoxville</u>	<u>TN</u>	<u>37916</u>	<u>dewayne@cpr-utk.com</u>	
<u>DeWayne Holloway</u>	<u>2430 Teaster Lane.</u>	<u>Pigeon Forge</u>	<u>TN</u>	<u>37863</u>	<u>dewayne@cpr-utk.com</u>	
<u>Danny Bryce</u>	<u>6034 Abilene Tr</u>	<u>Austin</u>	<u>TX</u>	<u>78749</u>	<u>dbryce@comptroub.com</u>	<u>(512) 394-9115</u>
<u>Cynthia Orazco</u>	<u>2806 Fitzhugh Ave North</u>	<u>Dallas</u>	<u>TX</u>	<u>75204</u>	<u>mark@cpr-dallasuptown.com</u>	
<u>Amin Lakhani</u>	<u>5921 Greenville Ave</u>	<u>Dallas</u>	<u>TX</u>	<u>75206</u>	<u>aminlakhani01@gmail.com</u>	
<u>Mark Bourg</u>	<u>2325 Stemmons Fwy #306</u>	<u>Lewisville</u>	<u>TX</u>	<u>75067</u>	<u>mark@cpr-vistaridge.com</u>	
<u>Zahid Naqvi</u>	<u>2700 E. El Dorado Pkwy, Suite 408</u>	<u>Little Elm</u>	<u>TX</u>	<u>75068</u>	<u>zahid@cpr-littleelm.com</u>	
<u>Matt Barton</u>	<u>5152 69th St.</u>	<u>Lubbock</u>	<u>TX</u>	<u>79424</u>	<u>mbarton@comptroub.com</u>	<u>806-701-4020</u>
<u>Greg Schuck</u>	<u>900 E Pecan St #300 PMB241</u>	<u>Pflugerville</u>	<u>TX</u>	<u>78660</u>	<u>gschuck@comptroub.com</u>	<u>(512) 989-2221</u>
<u>Ryle Iriwn</u>		<u>Alexandria</u>	<u>VA</u>			
<u>Ryle Iriwn</u>		<u>Chantilly</u>	<u>VA</u>			
<u>Paul Phelps</u>	<u>4210 Portsmouth Blvd, Suite 144</u>	<u>Chesapeake</u>	<u>VA</u>	<u>23321</u>		<u>757-635-5883</u>
<u>Ryle Iriwn</u>		<u>Fairfax</u>	<u>VA</u>			
<u>Marshall Whaling</u>	<u>152 South St</u>	<u>Farmville</u>	<u>VA</u>	<u>23901</u>	<u>mwhaling@cpr-stores.com</u>	<u>803-851-3255</u>
<u>Marshall Whaling</u>	<u>12004 Southshore Pointe Dr</u>	<u>Midlothian</u>	<u>VA</u>	<u>23112</u>	<u>mwhaling@cpr-stores.com</u>	<u>803-851-3255</u>
<u>Baron Harrison</u>	<u>504 North Avenue</u>	<u>Newport News</u>	<u>VA</u>	<u>23601</u>		<u>757-508-7339</u>
<u>Paul Phelps</u>	<u>2300 Lock Landing</u>	<u>Norfolk</u>	<u>VA</u>			<u>757-635-5883</u>
<u>Ryle Iriwn</u>		<u>Springfield</u>	<u>VA</u>			

<u>Owner Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Email</u>	<u>Phone</u>
<u>Moe Talesh</u>	<u>21335 Signal Hill Plaza Suite 250</u>	<u>Sterling</u>	<u>VA</u>	<u>20164</u>	<u>talash@comptroub.com</u>	<u>(703) 820-6972</u>
<u>Paul Phelps</u>	<u>2300 Lock Landing</u>	<u>Suffolk</u>	<u>VA</u>			<u>757-635-5883</u>
<u>Clint Henderson</u>	<u>344 Maple Ave #304</u>	<u>Vienna</u>	<u>VA</u>	<u>22180</u>	<u>chenderson@comptroub.com</u>	<u>(703) 281-1017</u>
<u>Paul Phelps</u>	<u>2300 Lock Landing</u>	<u>Virginia Beach</u>	<u>VA</u>			<u>757-635-5883</u>
<u>Baron Harrison</u>	<u>504 North Avenue</u>	<u>Williamsburg</u>	<u>VA</u>	<u>23601</u>		<u>757-508-7339</u>
<u>Jeff Edelstein</u>	<u>19400 Chaparral Drive</u>	<u>Brookfield</u>	<u>WI</u>	<u>53045</u>	<u>jedelstein@comptroub.com</u>	<u>(262) 754-0555</u>
<u>Kim Weinberger</u>	<u>1211 Rickmeyer Drive, Suite 4A</u>	<u>Fond du Lac</u>	<u>WI</u>	<u>54937</u>	<u>kimw@comptroub.com</u>	<u>(920) 322-8566</u>

**EXHIBIT 5**

**LIST OF FORMER FRANCHISEES**

**FRANCHISEES THAT LEFT THE SYSTEM LAST YEAR  
OR WITH WHICH WE HAVE HAD NO CONTACT IN THE LAST 10 WEEKS  
AS OF DECEMBER 31, 2022**

Owner Name	Location Name	State	Email
Paul "Mat" Whatley and Brad Jenkins	Gardendale	AL	<a href="mailto:mwhatley@cpr-stores.com">mwhatley@cpr-stores.com</a> <a href="mailto:bjenkins@cpr-stores.com">bjenkins@cpr-stores.com</a>
Chris Long	North Phoenix	AZ	<a href="mailto:longc@oxlong.us">longc@oxlong.us</a>
Adam Jaratanian & Minas Marttroysan	Simi Valley	CA	<a href="mailto:ajaratanian@cpr-stores.com">ajaratanian@cpr-stores.com</a> <a href="mailto:andminas0331@yahoo.com">andminas0331@yahoo.com</a>
Catherine Campbell & Ginette Heroux	St. Pete	FL	<a href="mailto:campbellheroux@icloud.com">campbellheroux@icloud.com</a>
Dennis Devendorf	Gwinnett	GA	<a href="mailto:dennisd49@comcast.net">dennisd49@comcast.net</a>
Edgar Navarro	Irving Park - Chicago	IL	<a href="mailto:edgar@cellphonerepair.com">edgar@cellphonerepair.com</a>
Feras Mash	Carmel	IN	<a href="mailto:fmash@mashtech.us">fmash@mashtech.us</a>
Mike Levine	Saugus	MA	<a href="mailto:malevine77@gmail.com">malevine77@gmail.com</a>
Mike Levine	Westford	MA	<a href="mailto:malevine77@gmail.com">malevine77@gmail.com</a>
Randolph Elliott & Brent Belch	Raleigh	NC	<a href="mailto:randy@cpr-triangle.com">randy@cpr-triangle.com</a> <a href="mailto:brent.belch@cpr-onenc.com">brent.belch@cpr-onenc.com</a>
Michael Haq	Charlotte Steel Creek	NC	<a href="mailto:michael.haq@cpr-knoxville.com">michael.haq@cpr-knoxville.com</a>
Gregg Berkeley	Beaverton	OR	<a href="mailto:greggberkeley@gmail.com">greggberkeley@gmail.com</a>
Jeffrey Joll	Pittsburgh	PA	<a href="mailto:jeffj@sotasystems.com">jeffj@sotasystems.com</a>
Stephen Baxley & Mike Pollard	Greenville Downtown	SC	<a href="mailto:sbaxley@livwestgroup.com">sbaxley@livwestgroup.com</a> <a href="mailto:mikep@cpr-sc.com">mikep@cpr-sc.com</a>
Michael Haq	Knoxville Turkey Creek	TN	<a href="mailto:michael.haq@cpr-knoxville.com">michael.haq@cpr-knoxville.com</a>
Amin Lakhani, Mark Bourg & Zahid Naqvi	Flower Mound	TX	<a href="mailto:aminlakhani@cpr-ntx.com">aminlakhani@cpr-ntx.com</a> <a href="mailto:aminlakhani01@gmail.com">aminlakhani01@gmail.com</a> <a href="mailto:mark@cpr-vistaridge.com">mark@cpr-vistaridge.com</a> <a href="mailto:znaqvi@cpr-stores.com">znaqvi@cpr-stores.com</a>

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

**EXHIBIT 6-A**

**AUDITED BALANCE SHEET OF SOSI CPR LLC AS OF DECEMBER 31, 2022 AND DECEMBER 31, 2021, AND THE RELATED STATEMENTS OF OPERATIONS, CHANGES IN MEMBER'S EQUITY, AND CASH FLOWS FOR THE YEARS THEN ENDED DECEMBER 31, 2022, 2021, AND 2020.**

**SOSI CPR LLC**  
**Consolidated Financial Statements**

As of and for the years ended December 31, 2022 and 2021, and for the year ended 2020.

**SOSI CPR LLC**  
**Index to the Consolidated Financial Statements**  
**As of and for the years ended December 31, 2022 and 2021, and for the year ended 2020.**

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<b>Financial Statements</b>	
Consolidated Balance Sheets .....	3
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Consolidated Statements of Changes in Member’s Equity .....	5
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## **Report of Independent Auditors**

To the Board of Directors and Management of SOSI CPR LLC

### ***Opinion***

We have audited the accompanying consolidated financial statements of SOSI CPR LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations, of changes in member's equity and of cash flows for each of the three years in the period ended December 31, 2022, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022 in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Responsibilities of Management for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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



## ***Auditors' Responsibilities for the Audit of the Consolidated Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US 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 consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

*PricewaterhouseCoopers LLP*

PricewaterhouseCoopers LLP  
March 27, 2023  
Atlanta, Georgia

# SOSI CPR LLC

## Consolidated Balance Sheets

(amounts in thousands)

	December 31,	
	<u>2022</u>	<u>2021</u>
<b>Assets</b>		
Short-term assets		
Cash	\$ 8,191	\$ 8,789
Accounts receivable, net of allowances of \$63 and \$162, respectively	2,103	1,093
Accounts receivable, related party	86	31
Other short-term assets	219	178
Total short-term assets	<u>10,599</u>	<u>10,091</u>
Long-term assets		
Goodwill and other intangible assets, net	10,505	11,349
Other long-term assets	561	649
Total long-term assets	<u>11,066</u>	<u>11,998</u>
Total assets	<u>\$ 21,665</u>	<u>\$ 22,089</u>
<b>Liabilities</b>		
Short-term liabilities		
Accounts payable and accrued expenses	\$ 924	1,411
Accounts payable and accrued expenses, related party	2,624	2,479
Commissions payable	159	203
Total short-term liabilities	<u>3,707</u>	<u>4,093</u>
Long-term liabilities		
Deferred revenue	741	834
Total long-term liabilities	<u>741</u>	<u>834</u>
Total Liabilities	<u>4,448</u>	<u>4,927</u>
<b>Member's Equity</b>		
Member's capital	22,500	21,000
Accumulated deficit	(5,283)	(3,838)
Total member's equity	<u>17,217</u>	<u>17,162</u>
Total liabilities and member's equity	<u>\$ 21,665</u>	<u>\$ 22,089</u>

See the accompanying Notes to the Consolidated Financial Statements.

# SOSI CPR LLC

## Consolidated Statements of Operations

(amounts in thousands)

	Year ended December 31, 2022	Year ended December 31, 2021	Year ended December 31, 2020
<b>Revenues</b>			
Royalty revenue	\$ 7,180	\$ 7,322	\$ 7,049
Other revenue	2,861	2,682	2,418
Total revenues	<u>10,041</u>	<u>10,004</u>	<u>9,467</u>
<b>Expenses</b>			
Commissions expense	1,472	2,620	2,251
Cost of repairs	1,309	1,148	875
Selling and administrative expenses	7,860	8,337	6,106
Amortization of intangible assets	845	967	1,067
Total expenses	<u>11,486</u>	<u>13,072</u>	<u>10,299</u>
Net loss	<u>\$ (1,445)</u>	<u>\$ (3,068)</u>	<u>\$ (832)</u>

See the accompanying Notes to the Consolidated Financial Statements.

# SOSI CPR LLC

## Consolidated Statements of Changes in Member's Equity

(amounts in thousands)

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	<b>Member's Capital</b>	<b>Retained Earnings (Deficit)</b>	<b>Total Member's Equity</b>
Balance, December 31, 2019	\$ 14,000	\$ 62	\$ 14,062
Capital contributions - cash	2,000		2,000
Net Loss		(832)	(832)
Balance, December 31, 2020	<u>\$ 16,000</u>	<u>\$ (770)</u>	<u>\$ 15,230</u>
Capital contributions - cash	5,000		5,000
Net Loss		(3,068)	(3,068)
Balance, December 31, 2021	<u>\$ 21,000</u>	<u>\$ (3,838)</u>	<u>\$ 17,162</u>
Capital contributions - cash	1,500		1,500
Net Loss		(1,445)	(1,445)
Balance, December 31, 2022	<u>\$ 22,500</u>	<u>\$ (5,283)</u>	<u>\$ 17,217</u>

See the accompanying Notes to the Consolidated Financial Statements.

# SOSI CPR LLC

Consolidated Statements of Cash Flows  
(amounts in thousands)

	Year ended December 31, 2022	Year ended December 31, 2021	Year ended December 31, 2020
<b>Operating activities</b>			
Net loss	\$ (1,445)	\$ (3,068)	\$ (832)
<b>Adjustments to reconcile net loss to net cash provided by (used in) operating activities:</b>			
<b>Noncash expenses included in income:</b>			
Depreciation and amortization	856	982	1,093
Bad debt expense	47	47	208
<b>Change in operating assets and liabilities:</b>			
Change in accounts receivables	(1,057)	(442)	(185)
Change in accounts receivables, related party	(55)	(13)	18
Change in other short-term assets	(41)	18	(126)
Change in other long-term assets	76	(86)	72
Change in accounts payable and accrued expenses	(487)	(403)	649
Change in accounts payable and accrued expenses, related party	145	2,234	245
Change in commissions payable	(44)	(137)	146
Change in deferred revenue	(93)	(283)	(55)
Net cash provided by (used in) operating activities	<u>(2,098)</u>	<u>(1,151)</u>	<u>1,233</u>
<b>Investing Activities</b>			
Fixed assets	-	-	(14)
Net cash used in investing activities	<u>-</u>	<u>-</u>	<u>(14)</u>
<b>Financing Activities</b>			
Member cash contributions	<u>1,500</u>	<u>5,000</u>	<u>2,000</u>
Net change in Cash	(598)	3,849	3,219
Cash at beginning of period	8,789	4,940	1,721
Cash at end of period	<u>\$ 8,191</u>	<u>\$ 8,789</u>	<u>\$ 4,940</u>

See the accompanying Notes to the Consolidated Financial Statements.

## SOSI CPR LLC

### Notes to the Consolidated Financial Statements

As of and for the years ended December 31, 2022 and 2021, and for the year ended 2020

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#### (1) Organization and business activities

**Organization** – SOSI CPR LLC (“SOSI CPR” or the “Company”), formed on October 18, 2019 in the State of Delaware, is a wholly owned subsidiary of Service Optimization Solutions, Inc. (“SOSI”), a Florida corporation. SOSI is ultimately wholly owned by Assurant, Inc., a Delaware corporation whose common stock trades on the New York Stock Exchange (“NYSE”) under the symbol AIZ.

SOSI contributed \$8.6 million to the Company, subsequent to its formation in 2019, for the purposes of its initial capitalization. On October 31, 2019, SOSI contributed its 40% interest in MMI-CPR, LLC (“CPR”) to the Company and SOSI CPR acquired the remaining 60% interest in CPR from Merrymeeting, Inc. and HUNIL, LLC for cash consideration of \$8.1 million. On March 12, 2021, SOSI CPR acquired the assets of CPR-Strongsville (“Strongsville”), a corporate franchise store, from Merrymeeting, Inc., for cash consideration of \$55 thousand.

**Nature of Business** – CPR (doing business as Cell Phone Repair and Computer Troubleshooters) licenses and franchises with independent contractors in the United States and internationally. Cell Phone Repair franchisees operate tablet, laptop, game console, wireless devices, computer and electronic device repair and sales businesses in approximately 430 locations within the United States and Canada. Computer Troubleshooters franchisees operate information technology service offices in approximately 110 franchise locations within the United States and four other countries.

#### (2) Summary of significant accounting policies

**Basis of presentation** - The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). Amounts are presented in United States of America (“U.S.”) dollars and all amounts are in thousands, unless otherwise noted.

**Reclassifications** - Certain prior period amounts have been reclassified to conform to the current period presentation with respect to related party presentation and certain cost of sales.

**Principles of consolidation** - The consolidated financial statements include SOSI CPR, Strongsville, CPR and its wholly owned subsidiary, CPR Training and Repair Systems, Inc. Intercompany accounts and transactions have been eliminated.

**Use of estimates** - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and equity. The Company believes all amounts reported are reasonable and adequate, though actual amounts could differ from those estimates.

**Fair value** - The Company uses an exit price for its fair value measurements. An exit price is defined as the amount received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In measuring fair value, the Company gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs.

**Fair value of financial instruments** - The Company's financial instruments include cash, accounts receivable and accounts payable. The carrying value of the Company's accounts receivable and accounts payable approximate their fair value due to the short-term nature of these assets and liabilities.

## SOSI CPR LLC

### Notes to the Consolidated Financial Statements

As of and for the years ended December 31, 2022 and 2021, and for the year ended 2020

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**Accounts receivable** - Accounts receivable includes amounts due from franchisees for royalty fees, franchise fees, parts sales, advertising fees and other services. Accounts receivable are presented net of allowances for doubtful accounts, which are evaluated by the Company each reporting period based on evaluations of historical collection rates.

*Notes receivable* - Accounts receivable also includes remodel loans issued to the franchisees to assist with purchase of furniture and fixtures. The loan terms are primarily 12 months, except for certain notes issued with terms of 24 months which are classified as long-term assets. The loans are collateralized, as CPR has a right to the assets purchased with the loans, in the event the franchisees are unable to repay the loan

**Accounts receivable, related party** - Accounts receivable, related party includes amounts due from affiliated entities such as commissions due to the franchisees for affiliated programs sold by the franchise stores. CPR collects the commission on behalf of the franchisees and then pays the franchisees the amounts due.

**Other short-term assets** - Other short-term assets include certain prepaid expenses and inventory. Prepaid expenses are recognized over the period of benefit associated with the amounts paid. Inventory relates to wireless devices available for sale to the franchisees. Inventory is carried at lower of cost or net realizable value determined on an average cost basis. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable cost of disposal. The Company reviews its inventory periodically for obsolete or slow-moving items and other indications of impairment based on current market values at each period. This analysis is used to adjust obsolete and other items to the lower of cost or net realizable value.

**Goodwill and other intangible assets** - Goodwill represents the excess of acquisition costs over the net fair value of identifiable assets acquired and liabilities assumed in a business combination. Goodwill is deemed to have an indefinite life and is not amortized, but rather is tested at least annually for impairment, or more frequently if indicators of impairment exist. Such indicators may include a significant adverse change in legal factors, an adverse action or assessment by a regulator, unanticipated competition, loss of key personnel or a significant decline in the Company's expected future cash flows due to changes in company-specific factors or the broader business climate. The evaluation of such factors requires considerable management judgment. The Company performs its annual goodwill impairment test as of October 1 each year and at the time of the test, the Company has the option to first assess qualitative factors to determine whether it is necessary to perform a quantitative goodwill impairment test. The Company is required to perform an additional quantitative step if it determines qualitatively that it is more likely than not (likelihood of more than 50 percent) that the fair value of the Company is less than the carrying amount, including goodwill. Otherwise, no further testing is required. If the Company determines that it is more likely than not that its fair value is less than the carrying value, or otherwise elects to perform the quantitative testing, the Company compares the estimated fair value with its net book value. If the estimated fair value exceeds its net book value, goodwill is deemed not to be impaired. If the net book value exceeds its estimated fair value, an impairment loss will be recognized for the amount by which the carrying amount exceeds its fair value, not to exceed the carrying amount of goodwill.

**SOSI CPR LLC****Notes to the Consolidated Financial Statements****As of and for the years ended December 31, 2022 and 2021, and for the year ended 2020**

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The Company performed a quantitative impairment assessment of goodwill as of October 1, 2022. In conducting the quantitative assessment, the Company determined the fair value using a weighted average of values derived from the discounted cash flow model and the guideline public company market multiple approach based on industry peers. The principal inputs and/or assumptions for the Company's discounted cash flow analysis include income statements based on 2022 forecasted financial information (using actuals for the first three quarters of 2022), 2023 operating plan and projections for 2024 and 2025, equity value of the Company and weighted average cost of capital. Based on the quantitative assessment performed as of October 1, 2022, the Company concluded that the estimated fair value exceeded the respective book value and therefore determined that the goodwill balance of \$7.8 million was not impaired.

Intangible assets that have finite lives are required to be amortized over their estimated useful lives, based on the pattern in which the intangible asset is consumed, which may be other than straight-line. Estimated useful lives of finite intangible assets are required to be reassessed each reporting period. For intangible assets with finite lives, impairment is recognized if the carrying amount is not recoverable and exceeds the fair value of the intangible asset. Generally, intangible assets with finite lives are only tested for impairment if there are indicators of impairment ("triggers") identified. Triggers include, but are not limited to, a significant adverse change in the extent, manner or length of time in which the intangible asset is being used or a significant adverse change in legal factors or in the business climate that could affect the value of the other intangible asset. As of December 31, 2022, the Company's intangible assets were \$2.7 million and there were no impairment indicators noted.

Total amortization of finite-life intangible assets related to the acquisition was \$845 thousand in 2022 and \$967 thousand in 2021. At December 31, 2022, the estimated amortization of finite-life intangible assets related to the acquisition for the next five years and thereafter is as follows:

<b>Finite Life Intangible Assets</b>	
<b>Year</b>	<b>Amortization</b>
2023	778
2024	656
2025	393
2026	302
2027	231
Thereafter	314
Total	<u>\$ 2,674</u>

**Other long-term assets** - Other long-term assets primarily represent the Company's 20% investment in a foreign mobile repairs and services company made on April 19, 2019, as well as property and equipment, deferred commission expense, and notes receivable for remodel loans with terms greater than 12 months. The foreign investment is accounted for at cost as the Company does not exert significant influence over the entity. Property and equipment is reported at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets which range from three to seven years. The Company pays commissions to third parties who identify and secure new franchisees. Such commissions are capitalized and are amortized over the franchise contract period.



## SOSI CPR LLC

### Notes to the Consolidated Financial Statements

As of and for the years ended December 31, 2022 and 2021, and for the year ended 2020

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**Accounts payable and accrued expenses** –Accounts payable and accrued expenses include amounts owed pursuant to a management services agreement to perform accounting services, franchise sales and support, convention planning and management, vendor management, as well as information technology services and support. In February 2021, these services began to transition to being performed by employees of SOSI CPR’s affiliated entities and are charged back to CPR through an intercompany expense allocation process. The transition was complete in July 2022.

**Accounts payable and accrued expenses, related party** – Accounts payable and accrued expenses, related party primarily include amounts allocated from affiliated entities for audit fees, legal fees, payroll, and other overhead costs. Amounts are expensed as incurred. Refer to Footnote 4 for additional information over the related party transactions with the Company’s affiliated entities.

**Commissions payable** – The Company incurs commission expenses to third parties as referenced above. The unpaid commissions are reflected as commissions payable within the Consolidated Balance Sheet.

**Deferred revenues:** Deferred revenues are recorded when cash payments are received in advance of the satisfaction of performance obligations, primarily related to initial franchise fees. Deferred initial franchise fees primarily relate to amounts received whereby the Company has not completed its franchisee performance obligations, such as those related to store pre-opening services. Deferred revenues also include up-front area development fees that are paid to the Company by third parties for exclusive rights over a multi-year period.

#### **Revenue recognition**

The Company adopted FASB Accounting Standards Codification (“ASC”) Topic 606, Revenue from Contracts with Customers (“ASC 606”) on January 1, 2020 using the modified retrospective transition method. The Company’s Financial Statements reflect the application of ASC 606 guidance beginning in 2020. The application of the revenue recognition standard had no material impact to the Company.

On January 28, 2021, the FASB issued Accounting Standards Update (ASU) 2021-02, Franchisors— Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient. The amendments in ASU 2021-02 provide a practical expedient related to ASC 606, in that the guidance permits franchisors that are not public business entities to account for pre-opening services provided to a franchisee as distinct from the franchise license. The Company adopted the standard and made an accounting policy election to recognize the pre-opening services as a single performance obligation. As provided in the ASU, the Company early adopted the guidance effective January 1, 2020.

**Royalty revenue**– The primary source of revenue consists of royalty fees based on the sales of products and services by the franchisees. Royalty revenues are primarily based on a percent of sales and recognized at the time the underlying sales occur.

**Other revenue** – Other revenue includes initial and renewal franchise fees, area development fees, device sales revenue, service revenue, technology fees and other fees related to the sales of software licenses.

## SOSI CPR LLC

### Notes to the Consolidated Financial Statements

As of and for the years ended December 31, 2022 and 2021, and for the year ended 2020

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*Initial and renewal franchise fees:* These fees cover performance obligations for pre-opening services including assistance related to a) location of site, b) development and planning of any construction or remodeling, c) assistance with ordering the initial equipment, signs, fixtures, opening inventory and supplies, d) furnishing advice and guidance regarding advertising e) providing operating manuals and guidance f) and providing other advice and information associated with the use and application of the applicable franchise products and services. These services are considered to be a single performance obligation and are recognized within the year of store opening.

*Area development fees:* These fees consist of separate ongoing obligations to franchisees on operation counseling and sales techniques. The fees are recognized over the franchise agreement term.

*Device sales revenues:* These revenues are generated from the sale of wireless devices to franchisees. These wireless devices are owned and included in inventory by the Company until they are sold. Revenue is recognized when the devices are shipped, and when the title and risk of loss have transferred.

*Service revenues:* These revenues are generated from the refurbishment and repair of devices. Revenue is recognized at a point in time, upon shipment of refurbished or repaired devices.

*Technology fees:* These fees are earned for providing franchisees access to proprietary software, websites and other technology services. Such amounts are recognized as earned, generally on a bi-weekly or monthly basis.

**Cost of repairs** – Cost of goods sold includes costs associated with sales of devices and other products to franchisees as well as costs to refurbish and repair devices that generate service revenues.

**Selling and administrative expenses** - Selling and administrative expenses include expenses incurred under a third-party management services agreement for information technology, finance, accounting and other administrative expenses. These also include expenses allocated by affiliated companies for audit fees, legal fees, payroll and other overhead costs, as well as costs associated with office, professional, advertising, promotional, technology and bad debt expense.

**National advertising fund (“NAF”)** – The Company participates in a national advertising fund with its franchisees established to collect and administer funds contributed for use in advertising and promotional programs, designed to increase sales and enhance the reputation of the Company and its franchisees. Contributions to the fund are required of the franchisees and are generally based on a percentage of franchisee billings, up to a specific amount. The fund is required to spend all amounts collected on advertising and promotional programs. Amounts due from franchisees or advances the Company makes to the fund are presented within Accounts receivables and amounts due to third parties associated with the advertising and promotional activities, or contributions expected to be used for future advertising or promotional programs, are presented within Accounts payable and accrued expenses. As the contributions to the fund are designated and segregated for advertising and promotion, the Company acts as an agent for the franchisees with regard to these contributions. Thus, franchisee contributions are not reflected in the Company’s Consolidated Statement of Operations or Consolidated Statement of Cash Flows.

**Income taxes** - Under U.S. federal and state income tax law, the Company, a single member LLC, is treated as a disregarded entity that is deemed not separate from its member and hence is not a taxable entity. Therefore, no payable or receivable has been established in the consolidated financial statements for income taxes. The member is responsible for reporting the Company’s income or loss in its tax return.

## SOSI CPR LLC

### Notes to the Consolidated Financial Statements

As of and for the years ended December 31, 2022 and 2021, and for the year ended 2020

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#### (3) Member's capital

Member's capital reflects the \$2.0 million cash contribution in February 2020, \$1.0 million cash contribution in June 2021, \$4.0 million cash contribution in December 2021, and \$1.5 million cash contribution in December 2022. In order to maintain the highest minimum net worth in all applicable exemption states for the Franchise Disclosure Documents, SOSI CPR must maintain minimum equity of \$15.0 million. All the equity interest in the Company is owned by SOSI, as the sole member.

#### (4) Related Party Transactions

The Company has entered into administrative services agreements with its affiliated companies in 2021. Pursuant to these agreements, various administrative, management, and support services are provided to the Company. The expenses related to these administrative, management and support services are allocated to the Company in amounts equal to the direct and indirect costs and expenses incurred in providing these services. Allocated costs include expenses such as audit fees, legal fees, payroll and other overhead costs.

The net amount allocated to the Company pursuant to the intercompany services agreements with its affiliates was \$6.9 million and \$5.9 million for the years ended December 31, 2022 and 2021, respectively. The allocated expenses are included in sales and administrative expenses incurred in the statement of operations. At December 31, 2022 and 2021, the Company reported \$2.6 million and \$2.5 million, respectively, due to its parent, subsidiaries and affiliates included with Accounts payable and accrued expenses, related party.

#### (5) Commitments and Contingencies

**Guarantees** - In connection with the acquisition of CPR, SOSI CPR agreed to guarantee the duties and obligations of CPR and Computer Troubleshooters, under the various franchise agreements and as referenced in its franchise disclosure document.

**Litigation** - The Company may become directly (or indirectly through its affiliates) involved in litigation in the ordinary course of business. The Company may from time to time be subject to a variety of legal and regulatory actions relating to the Company's current and past business operations.

Although the Company cannot predict the outcome of any pending or future litigation, examination or investigation, it is possible that the outcome of such matters could have a material adverse effect on the Company's results of operations or cash flows for an individual reporting period. However, based on currently available information, management does not believe that any pending matters are likely to have a material adverse effect, individually or in the aggregate, on the Company's consolidated financial statements.

#### (6) Subsequent events

The Company evaluated subsequent events through March 27, 2023, the date the accompanying consolidated financial statements were available to be issued and has determined that there were no subsequent events requiring disclosure in these financial statements.

**EXHIBIT 6-B**

**GUARANTY**

**GUARANTEE OF PERFORMANCE**

For value received, **SOSI-CPR, LLC**, a Delaware limited liability company located at 11222 Quail Roost Drive, Miami, FL 33157 (the "Guarantor"), absolutely and unconditionally guarantees the performance by **MMI-CPR, LLC dba Computer Troubleshooters**, a Delaware limited liability company located at 7100 East Pleasant Valley Road, Suite 300, Independence, Ohio 44131 (the "Franchisor"), of all of the obligations of Franchisor in accordance with the terms and conditions of the franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2023 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees as amended, modified or extended from time to time. This guarantee continues in full force and effect until all obligations of the Franchisor under its franchise registrations, and Franchise Agreements are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive notice of Franchisor's default. This guarantee is binding on the Guarantor and its successors and assignees.

The Guarantor signs this guarantee at

Kansas City, Missouri, on March 30, 2023  
[city] [state]

**GUARANTOR:**

**SOSI-CPR, LLC**

By: Shelley Binkley

Name: Shelley Binkley  
Service Optimization Solutions, Inc.

Title: On behalf of SOSI-CPR, LLC

**EXHIBIT 7**

**STATE ADDENDA**

**ADDITIONAL DISCLOSURES FOR THE FRANCHISE DISCLOSURE DOCUMENT OF  
of MMI-CPR, LLC**

The following are additional disclosures required by various state franchise laws. Each provision of these additional requirements will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

**FOR THE FOLLOWING STATES: CALIFORNIA, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**MARYLAND**

1. The following is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**, of the Franchise Agreement table:

However, under COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of the “Summary” section of Item 17(h), entitled **“Cause” defined – non-curable defaults**, of the Franchise Agreement table:

The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. The “Summary” sections of Item 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of law**, of the Franchise Agreement table is amended to add the following:

, except that you may bring suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The following language is added to the end of the charts in Item 17:

Despite any contradicting provision in the Franchise Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.

5. The Franchisor elects to defer fees paid to the franchisor by the franchisee, including payments for goods and services received from the Franchisor before the Computer Troubleshooters opens until the Franchisor has satisfied its pre-opening obligations.

6. **Renewal, Termination, Transfer and Dispute Resolution**. The following is added to the end of the charts in Item 17:

Minnesota law provides you with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document, Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Those provisions also provide that no condition, stipulations or provision in the Franchise Agreement will in any way abrogate or reduce any of your rights under the Minnesota Franchises Law, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

Any release as a condition of renewal and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

7. The following is added to the end of Item 13:

Pursuant to Minnesota Statute 80C.12 subdivisions 1(g), to the extent required by law, the Disclosure Document is amended to state that we will protect your right to use the trademark, service mark, trade name, logo or other commercial symbol or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of our trade name.

## **NORTH DAKOTA**

1. The following is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**, of the Franchise Agreement table:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The following is added to the end of the “Summary” section of Item 17(r), entitled **Non-competition covenants after the franchise is terminated or expires**, of the Franchise Agreement table:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we and you will enforce the covenants to the maximum extent the law allows.

3. The following is added to the end of the “Summary” section of Item 17(u), entitled **Dispute resolution by arbitration or mediation**, of the Franchise Agreement table the Area Representative Agreement table:

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.



4. The “Summary” section of Item 17(v), entitled **Choice of forum**, of the Franchise Agreement table is deleted and replaced with the following:

Litigation must be commenced in the state or federal court in Cleveland, Ohio; provided that if our principal place of business ceases to be in Ohio, any action must be commenced in or nearest our principal place of business (subject to state law). However, subject to your arbitration obligation, and to the extent required by North Dakota Franchise Investment Law, you may bring an action in North Dakota.

5. The “Summary” section of Item 17(w), entitled **Choice of Law**, of the Franchise Agreement table is deleted and replaced with the following:

Except as otherwise required by North Dakota law, the laws of the State of Ohio will apply.

### **RHODE ISLAND**

1. The following language is added to the end of the “Summary” sections of Item 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of law**, of the Franchise Agreement table:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

### **VIRGINIA**

1. The following language is added to the end of the “Summary” section of Item 17(e), entitled **Termination by franchisor without cause**, of the Franchise Agreement table:

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

2. The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires a Guarantor to guarantee the performance of the franchisor. This guarantee continues until all obligations of the Franchisor under its franchise registration and franchise agreements are satisfied.

## **WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

### **The following paragraph is added at the end of Item 17:**

If any of the provisions in this Franchise Disclosure Document or Franchise Agreement are inconsistent with the relationship provisions of Revised Code of Washington Section 19.100.180 or any other requirements of the Washington Franchise Investment Protection Act (the “Act”), the provisions of the Act will prevail over the inconsistent terms of the Franchise Disclosure Document or Franchise Agreement.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

*(remainder of page intentionally left blank)*

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE FRANCHISE  
AGREEMENT**

**RIDER TO THE  
MMI-CPR, LLC dba CELL PHONE REPAIR  
FRANCHISE AGREEMENT FOR USE IN MARYLAND**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Computer Troubleshooters**, a Delaware limited liability company with its principal business address at 7100 East Pleasant Valley Road Suite 300 Independence, Ohio 44131 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated EFFECTIVE DATE (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Maryland, and/or (b) the Computer Troubleshooters that you will operate under the Franchise Agreement will be located in Maryland.

2. **Releases.** The following is added to the end of Section 3 of the Franchise Agreement:

Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **Insolvency.** The following is added to the end of Section 16 of the Franchise Agreement:

; however, we and you acknowledge that certain aspects of this provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **Governing Law.** Section 19(a) of the Franchise Agreement is deleted and replaced with the following:

19(a) **Governing Law.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT (1) ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION, AND (2) TO THE EXTENT REQUIRED BY APPLICABLE LAW, MARYLAND LAW WILL APPLY TO CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW. IF THE COVENANTS AGAINST COMPETITION ARE NOT ENFORCEABLE UNDER OHIO LAW, THEN THE LAWS OF THE STATE IN WHICH YOUR COMPUTER TROUBLESHOOTERS IS LOCATED WILL APPLY TO THE ENFORCEABILITY OF SUCH COVENANTS.

5. **Consent to Jurisdiction.** The following language is added to the end of Section 19(b) of the Franchise Agreement:

NOTWITHSTANDING THE FOREGOING, YOU MAY BRING AN ACTION IN MARYLAND FOR CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

6. **Limitation of Claims**. The following language is added to the end of Section 19 of the Franchise Agreement:

THE ABOVE PERIODS OF LIMITATION OF CLAIMS SHALL NOT ACT TO REDUCE THE 3 YEAR STATUTE OF LIMITATIONS AFFORDED YOU FOR BRINGING A CLAIM UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

*[signature page follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

**AGREED:**

**MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company**

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

**FRANCHISEE**

**ENTITY  
a STATE OF FORMATION**

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

FRANCHISEE NAME

Title:

**RIDER TO THE  
MMI-CPR, LLC dba CELL PHONE REPAIR  
FRANCHISE AGREEMENT FOR USE IN MINNESOTA**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Cell Phone Repair**, a Delaware limited liability company with its principal business address at 7100 East Pleasant Valley Road Suite 300 Independence, Ohio 44131 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated EFFECTIVE DATE (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Computer Troubleshooters that you will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **Releases.** The following is added to the end of Section 3 of the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **Renewal and Termination.** The following is added to the end of Sections 16 and 17 of the Franchise Agreement:

However, 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 you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

4. **Governing Law.** Section 19(a) of the Franchise Agreement is deleted and replaced with the following:

19(a) **Governing Law.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT (1) ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION, AND (2) NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR YOUR RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE. IF THE COVENANTS AGAINST COMPETITION ARE NOT ENFORCEABLE UNDER OHIO LAW, THEN THE LAWS OF THE STATE IN WHICH YOUR COMPUTER TROUBLESHOOTERS IS LOCATED WILL APPLY TO THE ENFORCEABILITY OF SUCH COVENANTS.



5. **Consent to Jurisdiction**. The following language is added to the end of Section 19(b) of the Franchise Agreement:

NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT US, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. NOTHING IN THIS AGREEMENT SHALL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR YOUR RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

6. **Waiver of Punitive Damages and Jury Trial**. If and then only to the extent required by the Minnesota Franchises Law, Section 19(c) of the Franchise Agreement is deleted.

7. **Limitation of Claims**. The following language is added to the end of Section 19 of the Franchise Agreement:

; PROVIDED, HOWEVER, THAT MINNESOTA LAW PROVIDES THAT NO ACTION MAY BE COMMENCED UNDER MINN. STAT. SEC. 80C.17 MORE THAN 3 YEARS AFTER THE CAUSE OF ACTION ACCRUES.

*[signature page follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

**AGREED:**

**MMI-CPR, LLC dba Computer Troubleshooters,  
a Delaware limited liability company**

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

**FRANCHISEE**

**ENTITY  
a STATE OF FORMATION**

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

FRANCHISEE NAME

Title:

**RIDER TO THE MMI-CPR, LLC dba COMPUTER TROUBLESHOOTERS  
FRANCHISE AGREEMENT FOR USE IN NORTH DAKOTA**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Computer Troubleshooters**, a Delaware limited liability company with its principal business address at 7100 East Pleasant Valley Road Suite 300 Independence, Ohio 44131 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated EFFECTIVE DATE (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of North Dakota and the Computer Troubleshooters that you will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **Releases.** The following is added to the end of Section 3of the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **Post-Termination Restrictions.** The following is added to the end of Section 17 of the Franchise Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

4. **Arbitration.** Section 20(a) of the Franchise Agreement is amended to read as follows:

(a) WE AND YOU AGREE THAT ALL CONTROVERSIES, DISPUTES, OR CLAIMS BETWEEN US AND OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND/OR EMPLOYEES, AND YOU (AND/OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND/OR EMPLOYEES) ARISING OUT OF OR RELATED TO:

(i) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU (OR YOUR AFFILIATES) AND US (OR OUR AFFILIATES);

(ii) OUR RELATIONSHIP WITH YOU;

(iii) THE SCOPE OR VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU (OR YOUR AFFILIATES) AND US (OR OUR AFFILIATES) OR ANY PROVISION OF ANY SUCH AGREEMENTS (INCLUDING THE VALIDITY AND SCOPE OF THE ARBITRATION OBLIGATION UNDER THIS SECTION 20, WHICH WE AND YOU ACKNOWLEDGE IS TO BE DETERMINED BY AN ARBITRATOR, NOT A COURT); OR

(iv) ANY SYSTEM STANDARD;

MUST BE SUBMITTED FOR BINDING ARBITRATION, ON DEMAND OF EITHER PARTY, TO THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDINGS WILL BE CONDUCTED BY ONE (1) ARBITRATOR AND, EXCEPT AS THIS SECTION OTHERWISE PROVIDES, ACCORDING TO THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ALL PROCEEDINGS WILL BE CONDUCTED AT A SUITABLE LOCATION CHOSEN BY THE ARBITRATOR IN CLEVELAND, OHIO; PROVIDED THAT (1) IF OUR PRINCIPAL PLACE OF BUSINESS CEASES TO BE IN OHIO, THE PROCEEDINGS WILL BE CONDUCTED WITHIN FIFTY (50) MILES OF OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS; AND (2) HOWEVER, THAT TO THE EXTENT OTHERWISE REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW (UNLESS SUCH A REQUIREMENT IS PREEMPTED BY THE FEDERAL ARBITRATION ACT), ARBITRATION SHALL BE HELD AT A SITE TO WHICH WE AND YOU MUTUALLY AGREE. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). JUDGMENT UPON THE ARBITRATOR'S AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

5. **Governing Law.** Section 19(a) of the Franchise Agreement is deleted and replaced with the following:

19(a) **Governing Law.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW AND EXCEPT AS OTHERWISE REQUIRED BY NORTH DAKOTA LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH DAKOTA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. IF THE COVENANTS AGAINST COMPETITION ARE NOT ENFORCEABLE UNDER NORTH DAKOTA LAW, THEN THE LAWS OF THE STATE IN WHICH YOUR CELL PHONE REPAIR FRANCHISE BUSINESS IS LOCATED WILL APPLY TO THE ENFORCEABILITY OF SUCH COVENANTS. COVENANTS NOT TO COMPETE SUCH AS THOSE MENTIONED ABOVE ARE GENERALLY CONSIDERED UNENFORCEABLE IN THE STATE OF NORTH DAKOTA; HOWEVER, WE WILL ENFORCE THE COVENANTS TO THE MAXIMUM EXTENT THE LAW ALLOWS.

6. **Consent to Jurisdiction.** Section 19(b) of the Franchise Agreement is deleted and replaced with the following:

19(b) **Consent to Jurisdiction.** SUBJECT TO SECTION 19(a) ABOVE AND THE PROVISIONS BELOW, WE AND YOU (AND YOUR OWNERS) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN CLEVELAND, OHIO; PROVIDED THAT IF OUR PRINCIPAL PLACE OF BUSINESS CEASES TO BE IN OHIO, ANY ACTION MUST BE COMMENCED IN OR NEAREST TO OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS. WE AND YOU (AND

EACH OWNER) IRREVOCABLY CONSENT TO THE JURISDICTION OF OR VENUE IN THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, WE AND YOU (AND YOUR OWNERS) AGREE THAT ANY OF US MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR YOUR COMPUTER TROUBLESHOOTERS IS LOCATED. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, AND SUBJECT TO YOUR ARBITRATION OBLIGATIONS, YOU MAY BRING AN ACTION IN NORTH DAKOTA FOR CLAIMS ARISING UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW.

7. **Waiver of Punitive Damages and Jury Trial**. To the extent required by the North Dakota Franchise Investment Law, Section 19(c) of the Franchise Agreement is deleted.

8. **Limitation of Claims**. The following is added to the end of Section 19 of the Franchise Agreement:

NOTWITHSTANDING THE FOREGOING, THE STATUTES OF LIMITATIONS UNDER NORTH DAKOTA LAW APPLIES WITH RESPECT TO CLAIMS ARISING UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW.

*[signature page follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

**AGREED:**

**MMI-CPR, LLC dba Cell Phone Repair, a Delaware limited liability company**

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

**FRANCHISEE**

**ENTITY**  
**a STATE OF FORMATION**

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

FRANCHISEE NAME

Title:

**RIDER TO THE MMI-CPR, LLC dba CELL PHONE REPAIR  
FRANCHISE AGREEMENT FOR USE IN RHODE ISLAND**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Cell Phone Repair**, a Delaware limited liability company with its principal business address at 7100 East Pleasant Valley Road Suite 300 Independence, Ohio 44131 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated EFFECTIVE DATE (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Rhode Island; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. **Governing Law/Consent to Jurisdiction.** The following language is added to Sections 19(a) and 19(b) of the Franchise Agreement:

SECTION 19-28.1-14 OF THE RHODE ISLAND FRANCHISE INVESTMENT ACT PROVIDES THAT “A PROVISION IN A FRANCHISE AGREEMENT RESTRICTING JURISDICTION OR VENUE TO A FORUM OUTSIDE THIS STATE OR REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE IS VOID WITH RESPECT TO A CLAIM OTHERWISE ENFORCEABLE UNDER THIS ACT.”

*[signature page follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

**AGREED:**

**MMI-CPR, LLC dba Computer Trouble Shooters,  
a Delaware limited liability company**

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

**FRANCHISEE**

**ENTITY  
a STATE OF FORMATION**

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

FRANCHISEE NAME

Title:



**RIDER TO THE MMI-CPR, LLC dba CELL PHONE REPAIR  
FRANCHISE AGREEMENT FOR USE IN WASHINGTON**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Cell Phone Repair**, a Delaware limited liability company with its principal business address at 7100 East Pleasant Valley Road Suite 300 Independence, Ohio 44131 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated EFFECTIVE DATE (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Washington; and/or (b) the Computer Troubleshooters that you will operate under the Franchise Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington.

2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

3. 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.

4. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

5. 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.

6. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

7. 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.

8. 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.

9. The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

10. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**FRANCHISOR**

**MMI-CPR, LLC dba Computer Troubleshooters,  
a Delaware limited liability company**

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

**FRANCHISEE**

**ENTITY  
a STATE OF FORMATION**

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

FRANCHISEE NAME

Title:

**EXHIBIT 8**

**WAIVER AND RELEASE OF CLAIMS**

## WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (the “Release”) is made as of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, a(n) \_\_\_\_\_ (“Franchisee”), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, “Releasor”) in favor of MMI-CPR, LLC is a Delaware limited liability, (“Franchisor,” and together with Releasor, the “Parties”).

**WHEREAS**, Franchisor and Franchisee have entered into a Franchise Agreement (the “Agreement”) pursuant to which Franchisee was granted the right to own and operate a “*insert franchise name*” Business;

**WHEREAS**, Franchisee has notified Franchisor of its desire to renew the Agreement and Franchisor has agreed to enter into a renewal franchise agreement; and

**WHEREAS**, as a condition to Franchisee’s ability to enter into a renewal franchise agreement, Releasor has agreed to execute this Release upon the terms and conditions stated below.

**NOW, THEREFORE**, in consideration of Franchisor entering into a renewal franchise agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Releasor hereby agrees as follows:

Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. \_\_\_\_\_ represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

Release. Releasor and its affiliates and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor and affiliates and its and their past and present officers, directors, agents, partners, shareholders, employees, and representatives (collectively, the “Released Parties”), from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever.

### Miscellaneous

- a) This Release shall be construed and governed by the laws of the State of Ohio.
- b) Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.
- c) In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys’ fees.
- d) All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, renewals, franchisees, and assigns. No other party shall be a third-party beneficiary to this Release.

- e) The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.
- f) This Agreement does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

*[signature page follows]*

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above.

**RELEASOR:**

**FRANCHISEE**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**FRANCHISEE'S OWNERS**

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

**EXHIBIT 9**

**RECEIPTS**

## STATE EFFECTIVE DATES

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

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

- California: Exempt
- Hawaii: Not Registered
- Illinois: Exempt
- Indiana: Exempt
- Maryland: *Pending*
- Michigan: March 30, 2023
- Minnesota: *Pending*
- New York: Exempt
- North Dakota: *Pending*
- Rhode Island: Not Registered
- South Dakota: *Pending*
- Virginia: *Pending*
- Washington: *Pending*
- Wisconsin: March 30, 2023

In all other states not listed above, the effective date of this Franchise Disclosure Document is the issuance date of March 30, 2023.



**RECEIPT**  
**(PLEASE KEEP THIS FOR YOUR RECORDS)**

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 MMI-CPR, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Under Iowa law, MMI-CPR, LLC must give you this Disclosure Document at the earlier of your first personal meeting with MMI-CPR, LLC or 14 calendar days before you sign an agreement with, or make a payment to, MMI-CPR, LLC or an affiliate in connection with the proposed franchise sale. Michigan requires that MMI-CPR, LLC give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If MMI-CPR, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit 2.

**FRANCHISE SELLERS:**

Kim Weinberger- 216-674-0645 ext. 662  
7100 E. Pleasant Valley Road, Ste. 300  
Independence, Ohio 44131

Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE OF ISSUANCE: March 30, 2023**

We authorize the agents listed in Exhibit 2 to receive service of process for us.

I have received a Franchise Disclosure Document dated **March 30, 2023**. This Disclosure Document included the following Exhibits:

Exhibit 1: Franchise Agreement

Exhibit 2: Names and Addresses of State Administrators and Agents for Service of Process

Exhibit 3: Table of Contents for Operations Manuals

Exhibit 4: List of Existing Franchisees

Exhibit 5: List of Former Franchisees

Exhibit 6-A: Audited Consolidated Financial Statements

Exhibit 6-B: Guaranty

Exhibit 7: State Addenda

Exhibit 8: Waiver and Release of Claims Agreement

Exhibit 9: Receipts

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

Prospective Franchisee/Applicant (please sign): \_\_\_\_\_

Prospective Franchisee/Applicant (please print): \_\_\_\_\_

Spouse of Prospective Franchisee/Applicant (please sign): \_\_\_\_\_

Spouse of Prospective Franchisee/Applicant (please print): \_\_\_\_\_

Name of Business Entity: \_\_\_\_\_

**RECEIPT**  
**(PLEASE RETURN THIS TO US)**

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Spouse of Prospective Franchisee/Applicant (please print): \_\_\_\_\_

Name of Business Entity: \_\_\_\_\_