

## FRANCHISE DISCLOSURE DOCUMENT



### FRANCHISOR:

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

The franchise offered is for the right to operate a Motto® business offering mortgage broker services using the Motto system.

The total investment necessary to begin operation of a Motto mortgage broker franchised business ranges from \$60,500 to \$89,550. This amount includes \$35,000 that must be paid to the franchisor or an affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Contract Administration Department at 5075 South Syracuse Street, Denver, Colorado 80237-2712, or by telephone at (866) 668-8649.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](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: April 15, 2024

## 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 Exhibits D and E.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Motto Mortgage 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 Motto Mortgage franchisee?</b>	Item 20 or Exhibits D and E list 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 H.

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

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only in Colorado. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Colorado than in your own state.
2. **No Exclusive Territory.** You will not receive an exclusive territory. We may establish other franchised or company-owned outlets that may compete with your location.
3. **Market Competition.** You will face market competition, as well as other business risks, including fluctuations in demand for mortgages, changes in mortgage rates and availability of financing, and changing economic conditions, both locally and nationally, which may include prolonged recessions that may significantly impact the residential and commercial mortgage lending.
4. **Mandatory Minimum Payments.** You must make minimum royalty and marketing fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

**THE FOLLOWING PROVISIONS APPLY ONLY TO  
TRANSACTIONS GOVERNED BY  
THE MICHIGAN FRANCHISE INVESTMENT LAW**

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed franchisee to meet the franchisor's then current reasonable qualifications or standards.
  - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

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

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

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

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

Any questions regarding the notice should be directed to:

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

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State Effective Dates Page  
Copies of Receipt

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



## Item 1

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

The Franchisor is Motto Franchising, LLC. The Franchisor will be referred to in this disclosure document as “*Motto*” or simply “*we*” or “*us*.” Motto is a Delaware limited liability company formed on August 25, 2016. Motto’s principal business address is 5075 South Syracuse Street, Denver, Colorado 80237-2712. We operate under our corporate name, “Motto” and no other name.

Motto began offering franchises for the first time in October 2016. We do not operate any Motto Offices (defined below). We may form a subsidiary that is a licensed mortgage brokerage that will facilitate the testing of concepts for use by franchisees, but, as of the date of this disclosure document, we do not anticipate that any such subsidiary would offer brokerage services to the public or operate under the Motto name or that we would otherwise operate any Motto Offices in the future. We have no other business activities. Other than RE/MAX, LLC and the entities described below under “Affiliates” we have no affiliates who offer franchises in any line of business or who provide products or services to our franchisees. If we have an agent in your state for service of process, we disclose that agent in Exhibit H.

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

A person who buys a franchise from Motto will be referred to in this disclosure document as “*you*.” If you are a corporation, partnership, limited liability company, or other business entity, certain provisions of Motto’s franchise agreement will also apply to your owners. If you are a corporation, partnership, limited liability company or other business entity that is owned, in whole or in part, by one or more other business entities (--a parent entity), reference to owners in the franchise agreement will also include the individual or individuals who own the parent entity. This disclosure document will indicate when your owners also are covered by a particular provision.

#### Description of Business

Motto grants franchises for businesses operating under the name “Motto” and other trademarks and service marks (collectively, the “*Marks*”). (For reference purposes in this disclosure document, we call the businesses in our system “*Offices*” or “*Motto Offices*,” we call the Motto franchised business that you will operate the “*Office*.” In some cases, Motto may grant you the right to establish one or more additional office locations known as a “*Branch Office*” or a “*Branchise*<sup>SM</sup>” that are for a shorter term and have other special provisions (see Item 12 below for a discussion of Branch Offices). Motto Offices offer high quality mortgage brokerage services (collectively, the “*Services*”), including the processing, originating and solicitation of mortgage loan applications for purchasing a residence or other property or refinancing an existing mortgage. As of the date this disclosure document was issued, Motto Offices are offered primarily to owners who operate an existing real estate brokerage business. In addition to existing real estate brokerage businesses prospective owners of Motto offices may notify us that they operate other ancillary businesses or, if they meet the conditions required in the franchise agreement may later acquire such businesses, such as title or insurance companies (each an “*Existing Business*”). We anticipate that such owners may commonly locate the office space for the Motto Office (the “*Premises*”) in office space adjacent to and/or subleased from their Existing Businesses. Motto Offices are responsible for soliciting and obtaining mortgage customers for whom they will provide the Services. The Services are performed utilizing the System (as defined below). These Services are provided by Motto franchisees operating Motto

Offices, which use our business formats, methods, procedures, signs, designs, layouts, standards and specifications, all of which serve to protect the value of the Marks (the “**System**”), all of which we may improve, further develop or otherwise modify.

You must provide the Services using the loan origination platform we specify. The loan origination platform you are required to use may change at any time and we will notify you of any required change. In each case you will be required to sign the agreement for the loan origination platform you use.

A copy of the franchise agreement (“**Franchise Agreement**”) you will be required to sign is attached to this disclosure document as Exhibit A. The Franchise Agreement grants an address-only location, with no territorial protection at all. You or, if you are a corporation, partnership, limited liability company or other business entity, each of your owners, will also be required to sign a Guaranty and Assumption of Obligations, which is affixed to the Franchise Agreement. If you are a corporation, partnership, limited liability company or other business entity, and you, in turn, are owned by another business entity or entities, each owner of that business entity or those business entities will also be required to sign a Guaranty and Assumption of Obligations.

Each Motto franchisee must be authorized, under the law of the state(s) in which the franchisee will do business, to provide mortgage brokerage services, and must provide its services through licensed loan originators. Franchisees will serve the general public, competing with other businesses offering mortgage brokerage services.

As a mortgage broker you will execute mortgage brokerage agreements with wholesale lenders that underwrite and fund mortgages. These agreements allow your Motto Office to originate loans made by the lenders, who will, unless you are compensated directly by the consumer, compensate you for your services typically at a predetermined percentage of the loan amount, with the total amount of compensation for many loans subject to regulation. See Item 8. You will, in turn, recruit and compensate the licensed individuals who work with potential borrowers to help them find the right loan (“**Loan Originators**”). Loan Originator compensation may include salary, other benefits and, most typically, a commission calculated as a percentage of the loan amount. You will set the pricing for loans your Office originates depending on your pricing strategy which will take into account the compensation levels set with lenders as well as the interest rates and loan products then available to you as well as your analysis of what is competitive in your market.

Each Motto Office is an independently owned, operated and licensed business and is solely responsible for its day-to-day conduct and activities. Accordingly, no Motto Office is an agent (actual, implied or ostensible) of Motto Franchising, LLC.

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

The following subparagraphs address the requirements of the various other possible scenarios under which you received this disclosure document:

### *Branch Offices*

After you have opened your first Motto Office you may request the right to establish a Branch Office (or “**Branchise**”). Among other differences, a Branchise will have a shorter term than an Office that is a full franchise (a “full franchise” is a franchised Office that is not a branch, satellite office, kiosk,

or other extension of the Office). Motto Franchising, LLC reserves the right to grant permission to establish a Branch Office. If you qualify to purchase a Branch Office you must execute the Branch Office Amendment attached as Exhibit A-9. To qualify for a Branch Office you must not only be in good standing, but we will also consider a number of factors including market saturation, the financial condition of your Office, the extent to which you have adopted Motto best practices, whether and how you have used the system and tools; and your level of experience. If the proposed Branch Office will be co-located in a real estate office not affiliated with the Franchise Owner or owned by a spouse, partner or family member of the Franchise Owner, that real estate office must have an annual real estate closed volume of no more than \$50,000,000 (***“Volume Cap”***), based on the most recently published MLS data, as of (i) the date of execution of the Branch Office Amendment; (ii) the end of each calendar year during the term; and (iii) at renewal of the Branch Office. You must convert the Branch Office to a full franchise if the Volume Cap has been exceeded at the end of any calendar year or at renewal (a “full franchise” is a franchised Office that is not a branch, satellite office, kiosk, or other extension of the Office). The term of the Branch Office will end at the date of transfer, termination or expiration of the franchise agreement for the Office identified in the Branch Office Amendment as the Office associated with the Branch Office or upon the Abandonment of that Office. You must identify the Office you select for your Branch Office at the time the Branch Office Amendment is signed.

#### *Renewing Franchisees*

If you are renewing an existing franchise relationship with us due to an expiring franchise agreement, you will be required to sign the Franchise Agreement as well as the “Renewal Addendum to Franchise Agreement - Address Only” (attached as Exhibit A-1). This addendum creates or clarifies certain terms and conditions that apply to your relationship as a franchisee only if you are renewing an existing franchise relationship; the terms of this renewal addendum do not apply if you are a new purchaser of a franchise or if you are purchasing an existing franchise. If you are operating a Branch Office and wish to continue operating it upon renewal of your franchise relationship, you will also be required to sign the Branch Office Amendment (attached as Exhibit A-9). Renewal of the Branch Office is subject to Motto’s continuation of the Branch Office concept, which may be modified, amended or discontinued at any time. If the Branch Office program is discontinued no renewals will be granted for any Branch Office. In the event you fail to renew your franchise relationship with us (no longer have at least one active franchise agreement) your Branch Office will terminate.

#### *Transferee Franchisees*

If you are a transferee of an existing franchise, you will be required to sign the Franchise Agreement, as well as a Transfer Addendum in the form of Exhibit A-2. The Transfer Addendum clarifies certain terms and conditions of the Franchise Agreement that apply to the transfer and to you as a transferee. In general, transferees will assume ownership of the transferred franchise, but do so under the then current form of franchise agreement being used for new franchise purchasers accompanied by the Exhibit A-2 Transfer Addendum. The new franchise agreement typically provides for a term coinciding with the remainder of the transferor’s term.

#### *New Program Pilots*

From time to time we may test pilot new programs to existing franchisees in good standing, which may include varying the terms of the Franchise Agreement. These pilot programs may be offered in certain geographic markets or to certain franchisees to test new business strategies, operating models, or products or services. These pilot programs may provide different fee structures or other terms. Terms and conditions of each pilot program will vary depending upon the circumstances and the particular market.

### *Referral Program*

As of the issuance date of this disclosure document we offer a Motto® Mortgage Referral Fee Program for Existing Franchisees (“Program”). All existing Motto franchisees in good standing are, subject to the terms of the Program, eligible to participate. When you “opt-in” to the Program using a link provided by Motto and identify a prospective franchisee (“prospect”) you would like to refer (“register” the prospect) you become eligible to be paid a fee if the prospect is an eligible referral and the sale of the Motto Franchise occurs within one year from the date you register the prospect. You must coordinate an introductory call or email to introduce the prospect to a member of our sales team; the prospect must not be your spouse, or be related to or affiliated with you and the prospect must not be already engaged with us in any stage of the purchase of a franchise, and you must be a franchisee in good standing at the time of referral and at the time of payment. If the prospect was previously introduced to us by a broker or other referral source the prospect is not eligible for you to register. Referral fees are paid only with respect to the initial sale of a full franchise (a second franchise, a renewal or other expansion of an existing franchise will not qualify). As of the issuance date of this disclosure document the amount of the referral fee is \$4,500, payable after the franchise agreement is signed and after the prospect pays the initial franchise fee in good funds and has become and remains a franchisee in good standing for a period of 90 days. Good standing requires compliance with all terms of the Franchise Agreement including (1) education requirements; and (2) diligently (a) progressing through the onboarding process and (b) pursuing/obtaining licensing/opening of the office(s). To be eligible you must be in compliance with all current terms and conditions for the Program, including the limit of no more than 4 referral fees paid to any one owner/owner group in one calendar year (or, for referrals fees involving a prospective franchisee in Washington state, no more than one referral fee). No fees will be paid if in our sole determination we believe you could be viewed by a state as a person who must be registered to sell franchises. The Program may be amended, modified or discontinued at any time without notice and we will interpret and apply the Program rules in our absolute discretion. Franchisees who participate in the Program do not represent the prospect or us and they are not authorized to speak on our behalf.

### *Referral Program – Employees*

RE/MAX Holdings, Inc. offers a referral fee program for employees who are not directly involved in the Motto franchise sales process (“**Employee Referral Fee Program**”). Under the Employee Referral Fee Program, employees of RE/MAX Holdings, Inc. and its subsidiaries who are not directly involved in franchise sales are eligible to receive a fee (“**Employee Referral Fee**”) for referring a prospect – that has never previously worked with a Motto franchise sales team member (“**New Franchise Prospect**”) – that purchases a Motto franchise. To be eligible for the Employee Referral Fee, the employee must successfully complete a number of steps, including first coordinating an introductory call or email to introduce the New Franchise Prospect to the franchise sales team. As of the Issuance Date of this Disclosure Document, the Employee Referral Fee is \$1,000, payable after the New Franchise Prospect signs the franchise agreement and pays the initial franchise fee.

Employees who participate in the Employee Referral Program do not act as our franchise sales representative, are not authorized to speak on our behalf, and do not represent any prospective franchisee. Their role is limited to introducing a prospective franchisee to the franchise sales team. Accordingly, if an employee of RE/MAX Holdings or one of its subsidiaries facilitated your introduction to the franchise sales team, you may only rely on representations in the disclosure document.

### Parent Company, RE/MAX, LLC, and its U.S. Operations

Motto is a wholly owned subsidiary of RE/MAX, LLC. Motto is Member managed and RE/MAX, LLC is the sole Member. RE/MAX, LLC is the franchisor and owner of the RE/MAX® franchise system. RE/MAX, LLC offers franchises to operate real estate offices which offer a variety of real estate services

to the general public. RE/MAX, LLC has operated as the Master Franchisor/Franchisor since August 9, 1974. It converted to a Delaware limited liability company on April 15, 2010, and currently maintains its principal business address at 5075 South Syracuse Street, Denver, Colorado 80237-2712. RE/MAX, LLC has never offered franchises for or conducted business of the type described in this disclosure document. As of December 31, 2023, there were 3,359 RE/MAX franchises open and operating in the United States, Guam, Puerto Rico, and the U.S. Virgin Islands.

RE/MAX, LLC is a wholly owned subsidiary of RMCO, LLC (“**RMCO**”), a Delaware limited liability company; RMCO’s principal business address is 5075 South Syracuse Street, Denver, Colorado 80237-2712. RMCO was formed on April 7, 2010.

RMCO has two members: RE/MAX Holdings, Inc. (“**RE/MAX Holdings**”), a Delaware corporation formed on June 23, 2013, and RIHI, Inc. (“**RIHI**”), a Delaware corporation formed on December 18, 2002. RE/MAX Holdings is the majority owner and the sole manager of RMCO; its principal business address is 5075 South Syracuse Street, Denver, Colorado 80237-2712. RE/MAX Holdings is a public company with shares listed on The New York Stock Exchange under the symbol “RMAX.” RIHI is the minority owner of RMCO. RIHI is majority owned and controlled by David L. Liniger and Gail A. Liniger. RIHI’s principal business address is 8822 S. Ridgeline Blvd., Suite 250, Highlands Ranch, Colorado 80129.

In some parts of the United States, RE/MAX, LLC has granted other individuals or entities subfranchising rights (“**Independent Subfranchisors**” or “**Independent Regions**”). These subfranchise rights authorize the Independent Subfranchisors to directly grant and service individual franchises for RE/MAX offices to be located in the subfranchised regions, which are typically comprised of one or more states but may also be limited to part of a state.

On July 21, 2021, RE/MAX, LLC, RE/MAX Integrated Regions, LLC (then known as A la Carte U.S., LLC) and a predecessor of RE/MAX Ontario-Atlantic Canada, Inc. (namely, A la Carte Investments Canada, Inc.) acquired the North American operations of the RE/MAX Integra group of companies (collectively “**RE/MAX Integra**”). RE/MAX Integra was the sub-franchisor of the RE/MAX brand in five Canadian provinces (New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, and Prince Edward Island) and nine U.S. states (Connecticut, Indiana, Maine, Massachusetts, Minnesota, New Hampshire, Rhode Island, Vermont, and Wisconsin).

RE/MAX, LLC has re-acquired regional rights of other independently owned and operated RE/MAX regional subfranchisors and intends to continue to explore the acquisition of such rights as well as other acquisitions in related areas that build on or support its core competencies in franchising and real estate.

From its principal place of business in Denver, Colorado, RE/MAX, LLC also directly grants and services individual RE/MAX franchises in a number of states throughout the United States. RE/MAX, LLC operates these regions under the following trade names: RE/MAX Central Region (covering the states of Illinois, Indiana, Minnesota, Eastern Missouri, Texas, and Wisconsin); RE/MAX Northeast Region (covering the states of Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, Washington DC, and West Virginia); RE/MAX Southeast Region (covering the states of Florida, Georgia, Kentucky, North Carolina, South Carolina, and Tennessee); and RE/MAX West Region (covering the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, North Dakota, New Mexico, Nevada, Oregon, South Dakota, Utah, Washington, and Wyoming). Until March 2019, RE/MAX, LLC sold franchises via regions under different trade names.

RE/MAX, LLC has offered subfranchises and individual franchises in the RE/MAX network since 1974 but has never operated a RE/MAX office; however, certain affiliates of RE/MAX, LLC once operated RE/MAX offices.

RE/MAX, LLC has never operated a Motto office nor offered Motto mortgage franchises, and RE/MAX, LLC does not engage in other business activities or offer franchises in other lines of business.

### Affiliates

#### Affiliates in the United States:

Motto has a number of affiliates in the United States. One of these, Motto Marketing Fund, LLC, a Delaware limited liability company, was established for the purpose of creating, distributing, and placing advertising and public relations programs and related materials. Effective January 1, 2019, Motto Franchising, LLC acquired Motto Marketing Fund, LLC (f/k/a Motto Ad Fund, Inc.), which had, prior to that time, been owned by RE/MAX, LLC's founder and Chairman of the Board of Directors, David Liniger. On January 16, 2019, Motto Ad Fund, Inc. converted from a Colorado corporation to a Delaware LLC and changed its name to Motto Marketing Fund, LLC.

Motto Marketing Fund, LLC has never operated a Motto office, offered Motto mortgage franchises, or offered franchises in any other line of business.

On August 25, 2020, Motto's parent company, RE/MAX, LLC, acquired Wemlo, LLC ("*wemlo*"). Wemlo currently provides loan processing services to mortgage brokerages and loan originators in several states. Wemlo began offering loan processing services to Motto offices in some states in 2021 and will expand its offering of services to other states in the future. In states where wemlo offers processing services you will be required to use wemlo loan processing services; however, we reserve the right to allow exceptions in certain circumstances. Loan processing services provided by wemlo are subject to a separate charge from wemlo.

In addition, a loan origination platform you will be required to use is provided by wemlo. Wemlo's mortgage broker software, known as the Loan Brokering System<sup>SM</sup> ("*LBS<sup>SM</sup>*") includes software for loan origination and loan processing and the LBS will allow integration with the loan processing services wemlo currently offers. The LBS software is also available to third party mortgage brokers who contract directly with wemlo and pay for use of the LBS. There is no additional charge to Motto franchisees for use of the LBS, although we reserve the right to charge a fee for use of the LBS in the future.

We may in the future form or acquire other affiliate(s) which may offer products or services to Motto franchisees and Motto Loan Originators which may be offered for a separate fee or cost.

#### Affiliate Outside of the United States:

We have two affiliates outside of the United States. Both act as subfranchisors of RE/MAX, LLC.

RE/MAX of Western Canada (1998), LLC, business name RE/MAX Canada, is the subfranchisor for the western Canada region comprised of the provinces of Manitoba, Saskatchewan, Alberta, British Columbia, Nunavut and the Northwest and Yukon Territories. RE/MAX of Western Canada (1998), Inc. was incorporated on December 16, 1997, in the state of Colorado and operated as an area representative from January 1998 until March 2000 (on April 15, 2010, RE/MAX of Western Canada (1998), Inc. converted to a Delaware limited liability company and is now known as RE/MAX of Western Canada (1998), LLC ("*RE/MAX of Western Canada 1998*"). Its principal address is 639 Queen Street West, 6<sup>th</sup>

Floor, Toronto, ON M5V2B7. RE/MAX of Western Canada (1998) has never operated a Motto office or a RE/MAX office and has not offered franchises in other lines of business.

RE/MAX Ontario-Atlantic Canada, Inc. is the subfranchisor for the English-speaking region of Canada comprised of the provinces of New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, and Prince Edward Island. RE/MAX Ontario-Atlantic Canada, Inc. is a British Columbia corporation that was formed on July 30, 2021 through the amalgamation of A la Carte Investments Canada, Inc. and RE/MAX Ontario-Atlantic Canada ULC, a British Columbia corporation, which itself was a continuation of RE/MAX Ontario-Atlantic Canada, Inc., an Ontario corporation that offered franchises in the same provinces from 1980 until 2021. RE/MAX Ontario-Atlantic Canada, Inc. is a subsidiary of RE/MAX of Western Canada (1998), LLC. Its principal address is 639 Queen Street West, 6<sup>th</sup> Floor, Toronto, ON M5V2B7. RE/MAX Ontario-Atlantic Canada, Inc. has never operated a Motto office or a RE/MAX office and has not offered franchises in other lines of business.

### Competition, Market Fluctuation and Industry Regulations

The market for mortgage origination services is developed and highly competitive. You should expect to face various forms of stiff competition from other mortgage originators, such as mortgage brokers, mortgage lenders, mortgage bankers and other businesses that offer mortgages from retail locations or online. Competition may come from organizations that offer a variety of business models. These include both established firms and more recent entrants at the national, regional and local levels. You will also face competition for top-producing loan originators.

Affiliation with a real estate brokerage firm should not be viewed as an advantage over other competitors or a reason to compete any less to obtain mortgage business from your affiliated real estate brokerage company.

In addition to market competition, you will face other business risks, including fluctuations in mortgage rates and availability of financing as well as changing economic conditions, both locally and nationally, which may include prolonged recessions that may significantly impact real estate markets. Because the demand for mortgage financing is impacted by the real estate markets, you should also be aware that real estate markets tend to be cyclical and are affected by changes in general economic conditions. Due to the cyclical nature of the real estate market, we cannot predict whether or when the real estate industry will experience up or down cycles, whether the market will be stable, improve or decline or whether interest rates will be stable, increase or decline.

Residential mortgage origination is a highly regulated business. You will need to be familiar and comply with all applicable federal, state and local laws, regulations and ordinances related to the origination of mortgages. These laws and regulations include, among others, (i) the Truth In Lending Act and Regulation Z (“**Reg Z**”) thereunder; (ii) the Equal Credit Opportunity Act and Regulation B thereunder; (iii) the Fair Credit Reporting Act and several implementing regulations; (iv) the Real Estate Settlement Procedures Act (“**RESPA**”), and Regulation X thereunder; (v) the Fair Housing Act; (vi) the Gramm-Leach-Bliley Act and its implementing regulations; (vii) the Consumer Financial Protection Act (“**Dodd-Frank Act**”) and its implementing regulations; (viii) the Telephone Consumer Protection Act and other state and federal laws pertaining to the solicitation of consumers.

The relationship between you and an affiliated real estate brokerage will be subject to RESPA, including its Affiliated Business Arrangement (“**AFBA**”) provisions. If you meet all of the conditions required under your franchise agreement you may operate an Existing Business in addition to the services provided by your Motto mortgage office so long as the business is operated in accordance with applicable law, including the AFBA provisions of RESPA.

The franchised business must be operated through a newly formed business entity and during the term of the franchise agreement the only business the business entity will conduct will be the development, ownership and operation of the Office. You may operate an Existing Business only through a separately incorporated or formed business entity.

Under RESPA, at or before the time the affiliated real estate sales agent refers a client to you for mortgage services, the client must be given an Affiliated Business Disclosure in a required format. The AFBA disclosure briefly describes your business relationship with the real estate broker, the range of your fees for mortgage products and services and that there is no requirement that the client use the affiliated mortgage broker. In addition, the law of the state(s) where you will do business may impose additional requirements or restrictions, such as requiring additional disclosures when you work with a customer referred by an affiliated real estate broker or placing conditions on which referrals are permissible.

The AFBA provisions of RESPA require that the only financial gain that the owner of a mortgage brokerage may receive from the mortgage brokerage, directly or indirectly, is a return on its ownership interest in the mortgage brokerage business. However, the mortgage brokerage business may pay the owner, its affiliated real estate brokerage company and other parties that may refer business to it, the reasonable value of services rendered or facilities provided, such as office space. These payments must be for the market value of the services or facilities and may not be based upon the number of transactions or the value of business referred by the recipient to the mortgage brokerage business.

The Consumer Financial Protection Bureau (“*CFPB*”) is the federal regulator principally responsible for RESPA. With regard to AFBAs, the CFPB will expect that the franchisee be properly capitalized and staffed. The determination whether an AFBA is compliant with RESPA is qualitative and not dependent on specific capital or staffing criteria. An AFBA should be a viable entity performing meaningful services and not a shell or sham entity. Essential to this is the entity having sufficient capital to operate and that it employ personnel performing the essential services of the company. The appropriate amount of capital will vary, depending on the volume of business, expected cash flows and anticipated liabilities, state minimum net worth requirements as well as expected overhead and operating expenses for the particular company. Consistent with these concerns, you will need a reasonable separation between your services and facilities and those of any affiliated real estate brokerage office. The franchisee should also actively compete for business in the marketplace to substantiate that it is a viable and independent business. No minimum number of staff is required to be RESPA compliant, but other laws will likely require that the company employ at least one licensed loan originator for the company; and, in some states a qualified principal manager or qualifying individual is required (who may also be the loan originator).

The franchisee will be required to have appropriate authorization to provide mortgage brokerage services under the laws of the state(s) in which the franchisee does business. In most states that will mean obtaining a mortgage broker license for the company and paying the fee(s) required to obtain the license. Fees are set by each state and may increase substantially as compared with previous years. The franchisees’ employees providing loan origination, and in some states one or more managers, will need to be licensed as loan originators. For a Loan Originator, Licensing requires at least 20 hours of pre-licensing education, pre-licensure testing, post-licensure continuing education, and background and credit checks. Many states require all loan originators to be employees of their respective mortgage services company, not independent contractors.

Some states require that a person with supervisory responsibility for the mortgage brokerage have experience in the mortgage industry, typically 2 to 5 years, and some require a brokerage to maintain a physical office in the state. In addition, in some states the use of the “Motto Mortgage” fictitious business name may require approval from a state authority that regulates corporations, mortgage brokerages and/or real estate brokerages.



States' laws on the licensing of mortgage brokerage companies in many states will require a specific minimum tangible net worth (which, in some states does not include the value of your franchise), typically ranging (depending on the state) from \$25,000 to \$150,000 unless a virtual office is involved, in which case the range may be higher. Many states also require that the company post a bond in a specific amount; typically, the face amount of the bond may range from \$25,000 to \$500,000 (depending on the state and the size of your business). Some states, such as Tennessee, have a rule or regulation that provides that a brokerage fee of more than a specified percentage of the principal amount of the loan is presumed unfair and unreasonable and grounds to revoke a broker's license unless the broker can provide evidence the fee is fair and reasonable. At least one state, Kentucky, is taking the position that a qualifying individual must have a specified minimum ownership interest in the brokerage business. There may be other laws, rules and interpretations specific to your state, and these laws may be changed and updated from time to time. You should investigate with the help of your advisors.

The CFPB and many states have taken the position that mortgage brokers must utilize adequate compliance systems and procedures and designate a compliance manager to achieve compliance and to address other concerns such as consumer privacy, consumer complaints and information security. In furtherance of the protection of our Marks and the goodwill of the Motto Network, we may require you, at your expense, to have a third party conduct a periodic audit or review of your compliance in one or more regulated areas of your business.

Commercial mortgage origination is also subject to federal and state laws, such as the Equal Credit Opportunity Act, laws regarding unfair business practices, and, in some states, licensing requirements.

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## Item 2

### BUSINESS EXPERIENCE

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

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

#### **Chief Executive Officer of RE/MAX Holdings: Erik Carlson**

Mr. Carlson has served as Chief Executive Officer of RE/MAX Holdings, Inc. since November 13, 2023. From December 2015 until November 12, 2023, Mr. Carlson served as President and Chief Executive Officer and a member of the Board of Directors of DISH Network Corporation, located in Englewood, Colorado.

#### **President and Chief Executive Officer: Ward Morrison**

Mr. Morrison has served as President and Chief Executive Officer of Motto Franchising, LLC since January 2022. He has been serving as President of Motto Franchising, LLC from September 2016 and as President and Chief Executive Officer of Wemlo, LLC since August 2020. In addition, effective January 2022, his title at RE/MAX Holdings, Inc. is President and Chief Executive Officer of Motto Mortgage and wemlo. Mr. Morrison was Vice President, Operations and Liaison to Independently Owned Regions of RE/MAX, LLC, from February 2015 to September 2016, and has served in various other capacities for RE/MAX, LLC since October 2005.

#### **Vice President, Franchise Growth and Development: Adam Sartin**

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

#### **Chief Financial Officer: Karri Callahan**

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

### **Chief Operating Officer and Chief of Staff: Serene Smith**

Ms. Smith has served as Chief of Staff for both Motto Franchising, LLC and RE/MAX, LLC since January 2019, and has been Chief Operating Officer of both companies since May 2017. She served as Chief Operating Officer and Chief of Staff for Wemlo, LLC from August 2020 to September 2022. Ms. Smith served as Senior Vice President, Financial Planning and Business Analytics for RE/MAX, LLC from January 2016 to May 2017, and has served in various other capacities for RE/MAX, LLC since 2006.

### **Chief Information Officer: Grady Ligon**

Mr. Ligon has served as Chief Information Officer of RE/MAX Holdings, Motto Franchising, LLC, RE/MAX, LLC, and since October 2022. From August 2020 to August 2022, Mr. Ligon served as Chief Information Officer for Fathom Holdings, and its subsidiary, IntelliAgent, LLC (based in Cary, North Carolina). From March 2019 to October 2022, Mr. Ligon was the owner of Safis Digital, operating out of both Houston, Texas and Dallas, Texas; and from January 2013 to February 2019, he served as Chief Information Officer for HSF Affiliates, LLC (based in Irvine, CA). HSF Affiliates, LLC operates and manages the real estate brokerage franchise networks Berkshire Hathaway HomeServices (BHH Affiliates, LLC), and Real Living Real Estate, LLC.

### **Executive Vice President, General Counsel, Chief Compliance Officer, and Secretary: Susan Winders**

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

### **Vice President, Chief Accounting Officer: Leah Jenkins**

Ms. Jenkins has served as Vice President, Chief Accounting Officer for Motto Franchising, LLC and RE/MAX, LLC since August 2023. For both Motto and RE/MAX, LLC she served as Executive Director, Financial Reporting and Technical Accounting from May 2022 to August 2023 and as Director, Technical Accounting and Projects from January 2020 to May 2022. Ms. Jenkins previously served as Senior Manager of Technical Accounting for RE/MAX, LLC from June 2016 to January 2020.

### **Vice President, Business Technology: Chris Erickson**

Mr. Erickson has served as Vice President, Business Technology for Motto Franchising, LLC and as Vice President for Wemlo, LLC since May 2022. From May 2021 to March 2022, Mr. Erickson was Vice President, Product Management for Guaranteed Mortgage, Chicago, Illinois. From April 2017 to May 2021, Mr. Erickson served as Head of Product, Rental Property Solutions for CoreLogic, a company located in Coppell, Texas that provides property data and services to the real estate and mortgage industries.

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

Ms. Gill has served as Senior Vice President, Marketing & Advertising Mortgage Services since February 2023, and has been Vice President of Wemlo, LLC since August 2020. She served as Vice President, Marketing and Advertising of Motto Franchising LLC from January 2020 to February 2023 and

was Brand Director from April 2018 to December 2019. From April 2015 to April 2018, Ms. Gill served as Vice President, Marketing for PrimeLending, a mortgage company in Dallas, Texas.

**Director, Motto Franchise Sales: Kurt Cramer**

Mr. Cramer has served as Director, Motto Franchise Sales since May 2022. From April 2019 to May 2022, Mr. Cramer was a Senior Business Development Consultant for Motto Franchising, LLC. He was a Senior Business Development Consultant for RE/MAX, LLC from January 2018 to April 2019 and a Business Development Consultant for RE/MAX, LLC from October 2015 to January 2018.

**Item 3**

**LITIGATION**

**Actions Brought Against Motto Franchising, LLC and its Affiliates**

None

**Actions Brought Against Franchisees in the Past Fiscal Year or As of the Date of this Disclosure Document**

*Motto Franchising, LLC v. Ankur Patel*, Macomb County Circuit Court, Michigan 16th Judicial District, Case #2023-002256-CK, Filed 7/11/23.

*Motto Franchising, LLC v. Lisa Sicre*, 1st Judicial District Court, Santa Fe County NM Docket#D-101-CV-2023-02104, Filed 8/25/23.

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

**Item 4**

**BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

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**Item 5**

**INITIAL FEES**

You must pay Motto a nonrefundable initial franchise fee when you sign the Franchise Agreement. As of the Issuance Date of this disclosure document our standard initial franchise fee for a full franchise is \$35,000.

If you qualify to purchase a Branch Office and Motto grants you the right to do so the Branch Office Initial Fee is \$2,500. You will be required to pay Motto a nonrefundable \$2,500 Branch Office Initial Fee for each Branch Office that Motto allows you to open.

During calendar year 2022, franchisees paid initial franchise fees for Motto Offices ranging from \$0 to \$35,000. In addition, during calendar year 2022, franchisees paid an initial franchise fee of \$2,500 for each Branch Office. Discounts to the initial fees were granted based on factors including purchase of a RE/MAX franchise, assistance with expansion in certain markets and discounts in connection with limited time special programs/growth initiatives offered during the year or in connection with certain events.

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

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

<u>New Full Office Purchased</u>	<u>Initial Franchise Fee</u>
First	\$35,000
Second	50% of then current Initial Franchise Fee
Third+	25% of then current Initial Franchise Fee

After a prospective or existing franchisee purchases a franchise (one that is not a transfer or a Branch Office) for a \$35,000 Initial Franchise Fee (“*first Office*”) then the initial franchise fee for the second franchise will be discounted to 50% of the then current Initial Franchise Fee. The initial franchise fee for a third and any future franchises will be discounted to 25% of the then current Initial Franchise Fee. To be eligible for discounts under the Discount Program the franchisee must: (1) purchase the first Office and pay the \$35,000 initial franchise fee after the Discount Program Start Date; and (2) maintain a Controlling Interest (more than 50% ownership interest) in all of the offices purchased under the Discount Program. As of the date of this disclosure document the Discount Program remains in effect. However, Motto may discontinue or modify this program at any time in its sole discretion. In the event the Discount

Program is discontinued each franchisee who purchased a franchise under the Discount Program will have 24 months from the date the Discount Program is discontinued to purchase any additional franchises under the Discount Program. If you default on your material obligations under any Franchise Agreement we may terminate your eligibility for future discounts under the Discount Program, but you will not be required to repay any incentives that you previously received from us under the Discount Program.

You may finance a portion of the initial franchise fee for a Motto Office over a 24-month period. If you choose to finance a portion of the initial franchise you must pay at least 50% of your initial franchise fee in cash as a down payment when the Franchise Agreement is signed. The remaining portion can be financed over a 24-month period, which will be charged via automatic electronic withdrawal to your bank account as discussed further in Item 10.

Initial franchise fees under Franchise Agreements are fully earned when paid and are not refundable under any circumstances. Except as stated above, the initial franchise fee is uniform as to all franchisees currently purchasing a franchise for a Motto Office.

#### Note to Renewal Franchisees

In the event of a renewal of a Motto Office or Branch Office, you will not need to pay us an initial franchise fee. However, at least 90 days prior to the expiration of your expiring franchise agreement, a renewal fee is payable to us. Your renewal fee will be 50% of the then current initial franchise fee for a Motto Office and \$1,000 for each Branch Office.

#### Note to Franchise Transferees

In the event of a transfer you will not need to pay us an initial franchise fee. However, a transfer fee is payable to us in the amount of \$2,500 per franchise agreement transfer, plus any amounts necessary to cover our other costs, such as administrative and legal expenses (Motto's costs could be significantly higher than the transfer fee, depending upon the nature and complexity of the transaction).

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**Item 6**

**OTHER FEES**

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Continuing Service and Royalty Fee <sup>2,3</sup>	\$0 - \$4,650 per month <sup>2</sup>	Due by the 10 <sup>th</sup> business day of each month <sup>3</sup>	Payable to Motto Franchising, LLC, the Continuing Service and Royalty Fee (“ <b>Royalty</b> ” or “ <b>Royalty Fee</b> ”) is due beginning with month seven where the Contract Month (as defined in Note 2) is month one; provided, in the event you enter into your franchise agreement on the 15 <sup>th</sup> of the month or after we may, in our discretion, adjust your Royalty start time to month eight. The amount that you must pay us will be equal to the amount in the table in Note 2 below. The Royalty increases by \$250 monthly per loan originator beyond 3 loan originators working for your Office. Upon notice to you, we may increase the Royalty by up to 10% each year beginning 12 months from the date that you open.
Branch Royalty Fee <sup>2,3</sup>	\$1,550 <sup>2</sup> plus \$250 per Branch Loan Originator	Due by the 10 <sup>th</sup> business day of each month <sup>3</sup>	Payable to Motto Franchising, LLC, the Branch Office Royalty Fee (“ <b>Branch Royalty</b> ” or “ <b>Branch Royalty Fee</b> ”) will be due initially 90 days from the effective date of the Branch Office Amendment; and, thereafter, by the 10 <sup>th</sup> day of each month throughout the remainder of the term of the Branch Office Amendment and any renewals of the Amendment. In addition, you must pay a \$250 monthly fee for each Branch Loan Originator. Upon notice to you, we may increase the Branch Royalty Fee by up to 10% each year beginning 12 months from the date that you open.
Marketing and Development Fund (“ <b>Marketing Fund</b> ” or “ <b>Fund</b> ”) Fee <sup>2,3,4,5</sup>	\$350 per month	Due by the 10 <sup>th</sup> business day of each month <sup>3</sup>	Payable to Motto or its designee beginning in month 7 where the Contract Month is Month 1. If, in our discretion, we adjust your Royalty start time to month eight we may also adjust your Marketing Fund Fee start time to month eight. See Item 11 for a detailed discussion about this Fund. We may increase this fee by up to 20% each year beginning 12 months from the date that you open.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Branch Office Marketing Fund Fees <sup>3,4,5</sup>	\$350 per month	Due by the 10th business day of each month <sup>3</sup>	Payable to Motto or its designee, the Branch Office Marketing Fund Fees will be due initially by the earlier of 90 days from the effective date of the Branch Office Amendment; and, thereafter, by the 10th day of each month throughout the remainder of the term of the Branch Office Amendment and any renewals of the Amendment. We may increase this fee by up to 20% each year beginning 12 months from the date that you open the Branch Office.
Initial Education	As set by Motto or our affiliate (\$0 to \$500 per attendee beyond 2 people)	When education or assistance begins	Initial Education is required. Motto provides initial education for 2 people at no cost. Additional attendees may attend initial education at our then current fee which we estimate will be \$0 to \$500 per attendee. You will be required to pay for all related travel, meal, lodging, and entertainment expenses in connection with attending all education courses.
Additional Education or Assistance	As set by us or our affiliate (not to exceed \$1,000 per trainer per day)	When education or assistance begins	We provide for refresher education courses and additional or special assistance, consultation or education you need or request. Our optional live education engagements (including through in person education or webinars) cover various intensive/advance topics, including origination and process automation. These education sessions are offered for periods of 1 to 5 days and are charged on a time basis in amounts ranging from \$1,000 to \$10,000 (typically 1 to 2 trainers for a period of up to 5 days). You will be required to pay for all related travel, meal, lodging, and entertainment expenses in connection with attending all education courses.



Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Transfer	\$2,500 per franchise agreement, plus any amounts necessary to cover Motto's other costs, such as administrative and legal expenses.	Before consummation of transfer	Payable to Motto when the Franchise Agreement, assets of the Office, or controlling interest in you is transferred. No transfer fee is payable if the Franchise Agreement is transferred to an entity you control within 1 year after signing. Motto's costs could be significantly higher than the transfer fee depending upon the nature and complexity of the transaction.
Wemlo processing services fees	\$825 per closed loan	At loan closing	<p>This fee is payable to wemlo at the then current wemlo rate (as of the Issuance Date of this disclosure document wemlo fees are \$825 for each closed loan). In states where wemlo offers processing services you must engage wemlo to perform processing. You pay processing services fees in those cases in which the processing fees are not paid by the borrower as a settlement charge. In some states (including New Jersey) these charges cannot be passed along to the borrower and in some cases you may elect to pay processing fees.</p> <p>The amount that wemlo charges may increase in the future.</p>
Renewal <sup>6</sup>	50% of the then current initial franchise fee	At least 90 days prior to the expiration of your expiring Franchise Agreement	Payable to Motto. You must meet certain conditions to have the option to renew.
Branch Office Renewal Fee <sup>6</sup>	\$1,000	Upon signing Branch Office Amendment (at least 90 days prior to expiration of the Franchise Agreement)	Payable to Motto. You must meet certain conditions to have the option to renew.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Costs of Evaluating and Accommodating New Suppliers or Wholesale Lenders	Will vary under circumstances (we estimate the cost will be approximately \$500 to \$5,000)	When billed	Payable to Motto, this fee covers the costs of evaluating a new supplier or wholesale lender you propose and, if we approve the supplier or lender, configuring computer systems and other processes to work with the new supplier or lender. The amount depends on circumstances, including the location of a supplier or lender, evaluation required, and the item involved.
Audit	Cost of inspection or examination	15 days after billing or as incurred	We have the right at any time during business hours, and upon notice as provided in the Franchise Agreement, to audit the business and accounting records of the Office to determine compliance with the Franchise Agreement. The cost of inspection or examination is payable if you fail to furnish reports, supporting records or other required information; if you, without our knowledge, use more than 3 loan originators in your Office; or you understate the amounts owed to us by more than 5%.
Interest and Late Charges	As liquidated damages and not as a penalty: 10% of amount owed to us or maximum rate allowed by law, plus interest of 1% per month compounded (or maximum rate allowed by law) of amount owed; \$100 per day for the failure to timely submit reports	15 days after billing	Due on all overdue amounts or for the failure to timely submit reports.
Document Preparation Fee	\$500 to \$2,000	As incurred.	Payable to Motto for preparation of miscellaneous documents, including by way of example only, shareholder removal, contract extension or an additional set of renewal

<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
			documents for franchisees that fail to timely renew.
Insurance	Cost of Insurance	On demand after payment by Motto	If you fail to obtain insurance we require or required by law, Motto will have the right to obtain insurance on your behalf, and you must promptly reimburse Motto for the cost of that insurance plus related administrative costs. See Item 8.
Insufficient Funds Processing Fee	\$100 plus reimbursement of our additional administrative expenses and charges	As incurred	Due if you have insufficient funds to cover a payment, or, your payment is reversed or returned for insufficient funds.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable if we engage legal counsel in connection with your failure to comply with the Franchise Agreement.
Holdover Fee	\$1,500 per month per Office	Upon receipt of invoice	Payable if with our permission you continue to operate the Office as a Motto office after the end of the Term without proper renewal.
Holdover Fee – Branch Office	\$400 per month per Branch Office	Upon receipt of invoice	Payable if with our permission you continue to operate the Branch Office after the end of the term of the Branch Office without proper renewal.
De-identification Fee	\$500 per day	As incurred.  Payable if you fail to de-identify within 10 days of termination of expiration of the Franchise Agreement	Payable to Motto Franchising, LLC

<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Educational Courses	\$50 - \$150	15 days after billing or at registration.	You may be required to complete, at your expense, certain educational courses as a condition of renewal.
Indemnification	Will vary under circumstances	As incurred	You must reimburse Motto if it is held liable for claims, or otherwise incurs legal or other costs, arising from the operation of your Office. You must reimburse Motto and the loan origination platform provider for claims arising from use of the loan origination platform by you, your employees and your loan processors.
Conventions and Seminars	\$100 - \$800 registration fee per person. Nominal fees or charges may also be assessed for a variety of other social functions.	Prior to attending.	Attendance is highly recommended; you also must pay for all related travel, meal, lodging, and entertainment expenses.
Tools and Resources	\$0	See Item 11	As of the Issuance Date of this disclosure document, you are not required to pay a separate fee to use the tools and resources described in Item 11 although we reserve the right to require payment of reasonable fees to us, or an affiliate, for such use of certain of these tools (or enhancements thereto).  Various fees may apply to optional components or purchases of products or services made through the using tools and resources.
Lost Future Revenue	Will vary under circumstances	Upon early termination or abandonment	Payable to Motto if the Franchise Agreement is terminated early for any other reason than pursuant to mutual consent.

<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Fees to Export Loan Data	Will vary under circumstances; currently we charge \$250 per hour or a flat fee of \$2,000 depending on the type of assistance needed in each case	Upon billing	We will, to the extent we are reasonably able to do so and provided you have specified your data requirements in a timely and sufficient manner, facilitate the export of certain loan files and related data, limited solely to files we specify, that you have entered into the loan origination platform and your transfer of data into an alternative system; provided you pay our then current fees and make a timely written request. See Item 11.

- <sup>1.</sup> Except as otherwise noted in this Item 6, all fees are uniformly imposed and collected by and payable to either Motto or one of its affiliates. All fees are nonrefundable unless otherwise noted.

From time to time, and solely at Motto’s discretion, Motto may vary, waive, reduce, defer, make an exception to, or offer a completely different alternative fee structure to the one currently disclosed in Item 6, and such exceptions to our fee structure may be for a limited time and/or offered in connection with specific campaigns or promotions. Motto makes no representations that such programs (“*incentives*”) will continue to be made available and they may be discontinued at any time. In addition, Motto reserves the right not to make any such incentives available in certain circumstances. Your compliance at all times with all of the material provisions of your franchise agreement will be required for you to be eligible for any and all incentives. If you receive any incentives from us and you default in any of your material obligations to us under your franchise agreement, we will reserve the right to terminate your eligibility for any and all such incentives. If you fail to cure any such default within the cure period provided in your franchise agreement, or if such default cannot be cured, then in addition to any other remedies available to us, we will reserve the right to require you to repay on demand any and all incentives that you received from us prior to such default.

- <sup>2.</sup> Except in any case where we expressly provide otherwise, the “Contract Month” is the month in which you sign your franchise agreement. The Royalty Fee is due beginning with month seven where the Contract Month is month one; provided, if you enter into your franchise agreement on the 15th of the month or after we may, in our discretion, adjust your Royalty start time to month eight.

**Royalty Fee**

The amount of the Royalty will be equal to the following schedule:

<b><u>Time Period During the Term of the Franchise Agreement</u></b>	<b><u>Royalty Amount (per month)</u></b>
Months 1 through 6, where the Contract Month is Month 1	\$0
Months 7 through 9	\$2,650
Months 10 through 12	\$3,650

<u>Time Period During the Term of the Franchise Agreement</u>	<u>Royalty Amount (per month)</u>
Month 13 and for the remainder of the term of the Franchise Agreement	\$4,650

The Royalty will increase by \$250 per loan originator (sometimes referred to as a “Loan Originator Fee”) beyond 3 loan originators working with your Office. We also may, upon notice to you, increase the Royalty by up to 10% each year beginning 12 months from the date that you open your Office. In addition, we may, in our sole discretion, and upon notice to you, reduce royalties for a period of time.

### **Branch Office Fees**

#### Branch Office Royalty Fees

For each Branch Office you must pay a \$1,550 monthly Branch Office Royalty fee. In addition, you must pay a monthly Loan Originator fee of \$250 per Branch Loan Originator.

#### Branch Office Marketing Fund Fee

Each Branch Office is also required to pay a \$350 monthly Branch Office Marketing Fund Fee.

The monthly ongoing Branch Royalty Fee and Branch Office Marketing Fund Fee will be due and will be considered late if not received by us (A) 90 days from the effective date of the Branch Office Amendment; and (B) by the 10th day of each month throughout the remainder of the term of the Branch Office Amendment and any renewals.

#### Royalty Schedule for Renewing and Transfer Franchises:

Renewing Franchisees. At renewal you continue paying Royalties, but at the then current Royalty rates and schedule. The “Contract Month” for purposes of that Royalty schedule is defined as the month in which you signed your original franchise agreement.

Franchise Transfers. When you purchase an existing franchise you begin paying Royalties at transfer at the then current Royalty rates. The “Contract Month” for purposes of that Royalty schedule is defined as the month in which the original franchise agreement was signed for the franchised business being transferred.

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

3. You will be required to pay all fees, dues, and charges in accordance with such procedures that Motto may specify. As of the Issuance Date of this disclosure document, Motto accepts payment via electronic funds transfer (“**EFT**”) or automated clearinghouse transfer (“**ACH**”). Motto reserves the right to specify alternate methods of payment or to require payment other than by EFT or ACH and you agree to comply with our payment instructions and procedures. If Motto elects to accept credit card or other alternative forms of payment, you agree to pay any associated processing fees and surcharges. Before your Office begins operating, you will be required to sign and deliver to us the documents we require to authorize us to debit your business checking account for the Royalties, Marketing Fund Fees, and other amounts due under the Franchise Agreement and for your purchases from us and/or our affiliates (the “**Electronic Depository Transfer Account**” or “**EDTA**”). We will debit the EDTA for these amounts on their due dates. You will be required to ensure that funds are available in the EDTA to cover for such withdrawals. A copy of the form of Withdrawal Authorization Form (Automatic Bank Draft) current as of the issuance date of this disclosure document is attached to this disclosure document as Exhibit J. If there are insufficient funds in the EDTA to cover any amount you owe, (i) you will be required to pay us, on demand, a processing fee of \$100, plus reimbursement of our administrative expenses and charges; and (ii) we may also require

that you make some or all subsequent payments to us by certified check or other form of payment we may designate. In addition to any other remedies we may have under the Franchise Agreement, failure to timely complete the documents we need to automatically debit your checking account or debit card may result in a processing fee of \$100 per month. Motto reserves the right to vary the frequency and method of payment or collection or require payment other than by ACH or EFT, and you will be required to comply with those payment instructions.

4. We may increase the Marketing Fund Fee and the Branch Office Advertising Fund Fee by up to 20% each year beginning 12 months from the date that you open your Office. From time to time we may also decrease this fee.

The Branch Office Marketing Fund Fee is \$350 monthly per Branch Office.

5. The Marketing Fund Fee is due and payable beginning in month 7 where the Contract Month is Month 1.

The Branch Office Marketing Fund Fee will be due initially by (i) 90 days from the effective date of the Branch Office Amendment; and (ii) thereafter, by the 10th day of each month throughout the remainder of the term of the Branch Office Amendment and any renewals of the Amendment.

In addition to your Marketing Fund contributions, you will be required to spend, on an ongoing basis, at least \$200 per month to advertise and promote the Office. We reserve the right to increase this amount by up to 20% each year beginning 12 months from the date that you open your Office.

Marketing Fund Fee for Renewing and Transfer Franchises:

Renewing Franchisees. At renewal you will continue paying Marketing Fund Fees, but at the then current Marketing Fund Fee rates and schedule. The “Contract Month” for purposes of that Royalty schedule is defined as the month in which you signed your original franchise agreement.

Franchise Transfers. When you purchase an existing franchise, you begin paying Marketing Fund Fees at transfer at the then current Marketing Fund Fee rates. The “Contract Month” for purposes of that Royalty schedule is defined as the month in which the original franchise agreement was signed for the franchised business being transferred.

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

In the case of renewal of a Branch Office, if we permit you to renew and continue operation of the Branch Office you must pay \$1,000 for each Branch Office that you renew.

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**Item 7**

**ESTIMATED INITIAL INVESTMENT  
YOUR ESTIMATED INITIAL INVESTMENT<sup>1</sup>**

<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be made</b>
Initial Franchise Fee <sup>2</sup>	\$35,000	Lump Sum or Financed	Upon signing Franchise Agreement	Motto Franchising LLC
Office Set-Up/Improvements <sup>3</sup>	\$1,000 - \$4,000	As Agreed	As Incurred	Third Parties
Furniture, Fixtures and Equipment <sup>4</sup>	\$1,500 - \$2,000	Vendor's Terms	As Incurred	Third Parties
Real Estate/Rent <sup>5</sup>	\$3,000 - \$6,000	As Agreed	As Incurred	Third Parties
Security Deposit	\$500 - \$1,000	As Agreed	As Incurred	Landlord
Computer System and Telephony <sup>6</sup>	\$2,000 - \$4,000	Vendor's Terms	As Incurred	Third Parties
Licenses and Permits <sup>7</sup>	\$2,500 - \$5,000	As Agreed	As Incurred	Government Agencies and Third Parties
Local Advertising <sup>8</sup>	\$0 - \$800	As Incurred	As Incurred	Outside Suppliers
Professional Fees <sup>9</sup>	\$1,500 - \$4,000	As Agreed	As Incurred	Third Parties
Signage	\$500 - \$1,250	As Agreed	As Incurred	Third Parties
Opening Inventory and Supplies <sup>10</sup>	\$500	As Agreed	As Incurred	Third Parties
Education Expenses (out-of-pocket costs for 2 people)	\$1,500 – \$3,500	Vendor's Terms	Before Opening	Third Parties/Rated Carriers
Insurance <sup>11</sup>	\$1,000 - \$2,500	As Incurred	As Incurred	Insurance Company



<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be made</b>
Additional Funds - 4 months <sup>12</sup>	\$10,000 - \$20,000	As Incurred	As Incurred	Third Parties
<b>TOTAL ESTIMATED INITIAL INVESTMENT</b> <sup>11,12</sup>	\$60,500 - \$89,550			

Explanatory Notes

All amounts listed in the above table are nonrefundable.

We anticipate that most franchisees will own an Existing Business and that the office space for the Motto Office will be located in office space adjacent to and/or subleased from their Existing Businesses. The estimates above are based on that model. The costs to establish a Motto Office in other premises (not located adjacent to or subleased from an Existing Business) would likely be higher, particularly real estate/rent, furniture, fixtures and equipment, security deposit and computer system and telephone. In addition, all estimates above are based on being licensed in one state and opening one office in that state. Additional offices/licenses will require additional expenditures in the range of the amounts listed above for each additional office and/or license.

1. Unless otherwise noted, all fees listed in this Item 7 are non-refundable.
2. In the event you finance your initial franchise fee you will sign a promissory note as described in Item 10.
3. Leasehold improvements may include necessary construction work and other alterations to the proposed site to create a suitable commercial space for the Office. In the event you are required to make more substantial alterations to comport with industry standards or for other reasons, your costs would be higher and you should use the higher estimate listed above and consult an expert in construction/renovation. This estimate excludes any allowances for tenant improvements that you may receive from the landlord of the premises.
4. The costs for furniture, fixtures and equipment vary depending on the size, configuration and condition of the Office.
5. Your Office can be located adjacent to or be subleased from the same office space of an Existing Business. We estimate that your Office should occupy approximately 200 – 500 square feet of space and have access to a conference room. Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors and could be considerably higher in large metropolitan areas. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Rent that you pay or that is paid to you should be at fair market value.
6. You must install and maintain at the Office a Computer System (defined in Item 11) that meets our specifications. We recommend that you have 2 phone lines. The estimated range of costs for the

Computer System hardware and the costs of setting up your computer system and phone lines including the cost of the initial investment for certain computer system software, updates, maintenance, antivirus protection and associated items depends on whether you purchase or lease. If you or someone you employ does not have the expertise, you will need to obtain a maintenance contract with a reputable organization for your Computer System and related equipment. (See Item 11.)

7. This estimate includes the business and professional licenses you must maintain for you (or your manager) to operate the Office. You must at all times have a valid mortgage broker license, or such other license that may be required under applicable law to perform the Services. Your license fees will depend on the state in which you are licensed and in which your Office is located. Some states may have fees that are higher than others or that increase substantially as compared with the previous year, and some states may require separate licenses for your business entity and for your approved Motto trade name.
8. Your advertising must comply with our specifications and applicable law.
9. The estimate of professional fees includes some costs you could incur to establish a compliance management program. We recommend that you consult a compliance professional for assistance; however, much of the assistance would be more likely to be needed after your business is established.
10. This category covers various supplies you will need prior to opening the Office, including such items as business cards, stationery, postage, and the like.
11. You must obtain and maintain certain types and amounts of insurance. See Item 8. Insurance costs may depend on such factor as: policy limits, types of policies, nature and value of physical assets, gross revenue, number of employees, square footage, geographic location of the office, business contents, and other factors bearing on risk exposure. Cyber insurance costs also vary depending on the information technology controls that the insured has implemented, including information about how the business encrypts data and whether they have implemented multi-factor authentication.

In addition, your state may require you to maintain a surety bond as a condition of your brokerage license. See Item 1. The cost of a surety bond will depend on a number of factors, including state requirements, the size of your business, and loan volume. You should consult an industry expert to determine this amount according to your circumstances.

12. This item estimates your initial startup expenses (other than the items identified separately in the table). These expenses include payroll costs (but not any draw or salary for you); installations; utility costs; materials; and any unforeseen incidental expenses related to facilities improvements. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. To compile these estimates, we relied on our experience in business and the mortgage industry as well as the experience of our senior executives and Franchise Development Consultants who work with Motto Offices. However, the range of total expenditures you incur may vary considerably from the amounts estimated above. You should discuss your cash flow needs and capital budget with a professional accountant or advisor knowledgeable in planning new business enterprises.

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

initial startup phase you should consider the cost of opening the Branch Office in addition to the cost of opening your Office. However, since the fee to open a Branch Office is lower and since Offices may have fewer Loan Originators as compared with standard Offices, your initial investment costs for a Branch Office should generally be closer to the low end of the range.

13. This is an estimated range of costs you might incur prior to opening your Office and/or during the first 4 months of operation as a franchisee and is based on the assumption that you have an office with 200 – 500 square feet during the initial phase of the Office’s operation. To compile these estimates we relied on our experience in business and the mortgage industry as well as the experience of our senior executives and Franchise Development Consultants who work with Motto Offices. However, the range of total expenditures you incur may vary considerably from the amounts estimated above. For instance, if your Office is larger than 500 square feet, your initial outlay may be considerably higher than the upper range listed in the table, depending upon how much additional space you lease. Initial investment costs for particular categories may also vary significantly depending on a number of factors including such things as the geographic location of the Office and whether or not it is a conversion of an existing mortgage brokerage office. For example, if the Office is located in a luxury resort community, your initial investment costs could be substantially higher than the upper range indicated in the table. On the other hand, if you are converting an existing mortgage brokerage office rather than starting a new office, your initial investment costs may be closer to the lower range indicated in the table. Your costs will depend on such factors as: how much you follow Motto’s methods and procedures (including those about size of office); your management experience and business acumen, experience in the mortgage or a related industry; local economic conditions; the local market for mortgage services; loan originator compensation rates; competition; and the production volume, if any, reached during the initial period. You should review these figures carefully with a business advisor, knowledgeable in planning new business enterprises, before making any decision to purchase the franchise.

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

In addition, as noted in Item 1, you will need to meet any worth requirements set by applicable law.

#### Note to Franchise Transferees

It is up to you and the selling franchisee to negotiate and determine the purchase price for the Office and associated Branch Offices if any, which may include some or all of the items listed in the above chart. We will not necessarily review or comment on the sufficiency or appropriateness of the purchase price to be paid by you. To the extent that any of the items listed above are not included in the purchase price, you may need to incur these costs in addition to the purchase price. If you open any Branch Office subsequent to the transfer, then the items listed in the above chart will apply for each Branch Office (see footnote 11 above).

#### Note to Renewal Franchisees

Upon renewal, as you already have an established office, you will not incur all of the above estimated amounts. However, we may require you to take certain actions to bring the Office (and/or Branch Offices, if any) up to date with our then current standards. The costs of such actions will vary depending

on the circumstances. If you open any Branch Office subsequent to renewal, then the items listed in the above chart will apply for each Branch Office (see footnote 11 above).

## Item 8

### RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You will be required to operate the Office according to the mandatory elements of the Motto System. The Motto System also includes recommended practices that exist as a resource for franchisees to control the manner and means of their independently owned, operated, and licensed franchise businesses. In addition to compliance with all of the mandatory terms of the Franchise Agreement, you will be required to adhere strictly to the other mandatory elements of the Motto System, as set forth in the most current edition of the *Motto Mortgage Brand Standards: Trademarks and Usage* or its successor and any supplemental brand standards that may be provided to you by Motto, which are designed to protect the Motto Marks, the goodwill they reflect, and the reputation of the Motto network, and which may be amended from time-to-time (collectively, the “**Brand Standards Manual**”).

To protect the Motto Marks and to facilitate your compliance with certain communication and reporting requirements, mandatory elements of the System regulate, among other things, the use of the Motto Marks in signs, letterhead, business cards and other promotional materials, and the use of specific computer and hardware and software. (Franchise Agreement, Section 3.) Motto has the right to change these mandatory elements periodically to protect or enhance the Motto Marks and associated goodwill, or the reputation of the Motto Network. These changes will be communicated to you in the Office Materials (see Franchise Agreement – Subsection 8.B), the Brand Standards Manual, or in other written or electronic communications.

You will be required to use specific computer systems, including a loan origination platform, an email system, and website services (defined below) we provide or designate. See Item 11. You must license these software and other services from Motto, our affiliate, or such other provider(s) we designate from time to time. We may in the future develop further specifications for your computer hardware and software, and you will be required to obtain or upgrade computer equipment consistent with those specifications.

You will be required to use the loan origination platform known as the Loan Brokering System<sup>SM</sup> (“**LBS<sup>SM</sup>**”) developed by our affiliate, wemlo, and to sign the “**Wemlo<sup>®</sup> LBS<sup>SM</sup> Agreement**” and license the software from wemlo. Motto includes in the Royalty Fee the cost of the license for the wemlo LBS).

Our affiliate, wemlo, also offers loan processing services to Motto offices and other mortgage brokerages in certain states in connection with loans from a limited number of lenders. Use of wemlo loan processing services is required for Motto offices in states where wemlo offers processing. We reserve the right to allow, in our sole discretion, exceptions in certain circumstances, and in those cases you and your loan processors may be required to sign applicable user agreements and you will be responsible for the actions of your loan processors. When you utilize wemlo loan processing services you or your borrowers will be assessed the then current rate for the services provided; which as of the Issuance Date of this Disclosure Document is \$825 for each closed loan, provided the loan is with a Listed Mortgage Wholesaler (described below) and meets certain loan product requirements (including a minimum credit score). If these requirements are not met the fee may be higher or processing may be unavailable. All fees, terms, and conditions are subject to change at any time without notice.

As a mortgage broker you will execute mortgage brokerage agreements with the lenders that underwrite and fund the mortgage loans you originate. We provide you with information about the mortgage aggregators, mortgage purchasers, and mortgage lenders (collectively, the “*Mortgage Wholesalers*” and each individually a “*Mortgage Wholesaler*”) and other parties we have reviewed and with which you may want to deal.

Although we review Suppliers and Mortgage Wholesalers for approval you are not limited to working with only approved Suppliers and Mortgage Wholesalers. Approval might depend on such things as product quality, service standards, financial capability, and customer relations, and approval might be temporary until we evaluate the supplier or lender in more detail. We may inspect a proposed supplier or Mortgage Wholesaler’s operations during and after the approval process to make sure that the supplier or Mortgage Wholesaler meets our standards. If it does not, we may revoke our approval.

You will be able to arrange loan products that are available from Mortgage Wholesalers we have vetted and added to our list of lenders (“*Listed Mortgage Wholesalers*”). Most of these Listed Mortgage Wholesalers limit their loan products, such as by offering only Qualified Mortgages under Regulation Z. Accordingly, we anticipate that the vast majority of loans you originate will be Qualified Mortgages. These Qualified Mortgages have specific loan product characteristics, including a limit on points and fees paid by the borrower, which must be no more than 3% of the loan, including compensation from either the lender or consumer to a mortgage broker. (In addition, this limit may include certain fees of an affiliate of the mortgage broker providing services related to the loan.) Since other costs, such as lender origination fees, may count towards the 3% limit on a given loan, your total compensation with respect to a Qualified Mortgage will necessarily be less than 3%. You should conduct your own investigation of the rate of compensation that may be available in your market. We are aware of one state that has determined that a certain level of loan compensation is presumptively unreasonable; charging a higher rate could impact your ability to maintain your license there. In some states requirements for the years of experience of the responsible/qualifying individual in your office may be higher than in other states or other requirements, such as a specified minimum ownership interest in the business, may apply. You are responsible for investigating requirements specific to the state(s) in which you operate. We are also aware that some Mortgage Wholesalers may calculate loan compensation in connection with an ancillary business and/or interpret other regulatory requirements in a way that is less favorable to mortgage brokers with affiliated businesses than other Mortgage Wholesalers and you should determine whether you plan to operate an ancillary business, such as a title company, and consider varying methods of calculating loan compensation and what impact that may have on your business.

Listed Mortgage Wholesalers will require that you be approved by them and you will be required to provide information and an application form, which will likely be updated on an annual basis, in order to enable the Listed Mortgage Wholesaler to have sufficient information to make that determination. You will also have to execute a mortgage broker agreement with each Listed Mortgage Wholesaler with which you choose to do business, and other forms, which will include representations and warranties you make as to information you and your mortgage prospect have provided or will provide and an indemnification responsibility per loan regarding your mortgage origination services. Lenders will have the right under these agreements to recover damages and to require indemnification by you for breaches of any such representations and warranties even though the lender is the party underwriting the loan. These agreements also require compliance with the lender’s required guidelines, and all applicable legal and regulatory requirements.

In addition, each Listed Mortgage Wholesaler may have different or additional requirements, such as a higher level of insurance (as compared with the requirements in your franchise agreement), different required software and associated training, and other requirements, which may result in added expense and

liability, and which you and/or your loan originators must obtain or comply with to be able to submit loan applications to them.

We may modify and add or remove Mortgage Wholesalers from the list of Listed Mortgage Wholesalers at any time in our sole discretion. If you use a Mortgage Wholesaler that is not a Listed Mortgage Wholesaler, then in connection with loans utilizing that Mortgage Wholesaler we reserve the right to disallow your use of the loan origination platform, and/or certain Tools and Resources or services we provide. You may request that we approve an additional supplier or Mortgage Wholesaler and add that Mortgage Wholesalers to the list of Listed Mortgage Wholesalers. We have the right to review your proposed supplier or Mortgage Wholesaler and to charge you a fee (which may range from \$500 to \$5000, or if our evaluation and accommodation costs exceed \$5,000 then our actual costs) for conducting the review and adding the supplier or Mortgage Wholesaler to the list of Listed Mortgage Wholesalers. We typically grant or deny approval within 6 months of our receipt of a full completed application packet. We may limit the number of approved suppliers and mortgage products and Listed Mortgage Wholesalers. As of the date this disclosure document was issued, we are not a Mortgage Wholesaler and we are not affiliated with any Mortgage Wholesaler.

Aside from these limitations, as of the Issuance Date of this disclosure document, there are no goods, services, supplies, fixtures, equipment, inventory, or computer hardware and software relating to the Office's establishment or operation that you will be required to purchase, lease, or license from Motto or a designated supplier, although we reserve the right to require that certain goods, services, supplies, fixtures, equipment, inventory, and computer hardware and software relating to the Office's establishment or operation be purchased exclusively from Motto or to designate exclusive specific suppliers for such products and services in the future. If items such as exterior office signs, stationery, and business cards meet the minimum standards and specifications set forth in the Brand Standards Manual, they need not be purchased or leased from approved suppliers. Motto does, however, maintain a list of approved suppliers from which these items may be procured. Motto does not assume any liability for the acts or omissions, or guaranty the performance, of any supplier, whether approved or not.

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

David L. Liniger and Gail A. Liniger each owns an interest in EDR Travel, Inc., an approved supplier of travel agency services. You will be required to engage EDR Travel, Inc. to book travel for Motto 101 – Motto's Initial Education program, to ensure that your travel plans coordinate with Motto program schedules.

To the best of our knowledge, none of our other officers own a material interest in any other approved supplier (not counting minimal interests possibly owned through mutual funds). However, as noted above, our parent company, RE/MAX, LLC, owns Wemlo, LLC ("*wemlo*").

## Insurance

You will be required to obtain and maintain, at your expense, such insurance coverage that Motto requires from time to time and to meet the other insurance related obligations in the Franchise Agreement. This insurance must include, at a minimum, the following types of coverage:

(1) Comprehensive general liability insurance insuring against claims for bodily and personal injury, and death and property damage, caused by or occurring in conjunction with the operation of the Office or otherwise in conjunction with the conduct of your business, in the face amount of not less than \$2,000,000 per occurrence or claim and annual aggregate. Coverage must also include broad form contractual liability, broad form property damage, personal and advertising injury, premises liability and products liability.

(2) Mortgage Brokers Errors and Omissions insurance in the face amount of not less than \$1,000,000 per occurrence or claim and annual aggregate with a retroactive date that pre-dates the commencement of professional services. Such policy shall not have a deductible or retention greater than \$10,000.

(3) Automobile liability insurance covering each vehicle titled or leased in the name of the Franchise or any of its Owners and used at any time for the business of the Franchise. Each such automobile liability insurance policy must be carried in at least the following limit: bodily injury and property damage combined single limits of \$1,000,000. The policy must include any auto or owned, hired and non-owned automobile coverage.

(4) Workers' compensation insurance in amounts prescribed by law. Employer's liability with a limit of \$1,000,000 each accident, each occupational disease, and occupational disease aggregate.

(5) Cyber/Network Security and Privacy Liability Insurance (which must include coverage for phishing, social engineering, extortion, threats and ransom payments, incident and public relations response costs, business interruption loss, and similar claims) in an amount of not less than \$1,000,000 combined single limit to cover civil, regulatory, and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as confidential information of Motto Franchising, LLC and other Related Parties that we may designate, as well as their respective officers, directors, and employees (but if, after using your best efforts, you are unable to obtain coverage of \$1,000,000 due to the size of your Office, then in an amount that is appropriate for the size of your Office, but in no event should the combined single limit be less than \$500,000).

(6) Any insurance coverage required by the terms of any lease or required by any lender for the Premises and operations.

(7) Any additional policies and insurance coverage that may be required by law—in amounts prescribed by law.

We recommend that you obtain and maintain media liability insurance and employment practices liability insurance, and that you consult with an insurance professional to determine the level of coverage that would be best for your Office.

Where available, you will also be required to ensure that such additional insurance policies name Motto Franchising, LLC, RE/MAX Holdings, Inc., and RE/MAX, LLC (and other Related Parties that we may designate, as well as their respective officers, directors, and employees) as additional insureds, provide coverage to Motto Franchising, LLC, RE/MAX Holdings, Inc., and RE/MAX, LLC on a primary and noncontributory basis, and contain a waiver by the insurance carrier of all subrogation rights against Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC and other parties covered by the insurance. We recommend that you also consult with an insurance professional regarding whether there are any additional insurance policies that you should obtain.

We may from time to time increase the minimum amount of coverage required under any policy and require different or additional kinds of insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances.

All insurance policies that you will be required to obtain must commence on or before the day the Office begins business operations, and must name Motto Franchising, LLC, RE/MAX Holdings, Inc., and RE/MAX, LLC (and their respective officers, directors, managers, and employees) as additional insureds. The total limit of the insurance available to Motto Franchising, LLC, RE/MAX Holdings, Inc., and RE/MAX, LLC under these insurance policies is to be primary and noncontributory. As such, each of these insurance policies must provide Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC. primary and noncontributory insurance coverage, meaning each of the required policies must contain language stating to the effect that such policy will be primary to all other insurance available to Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC and such insurer will not seek contribution from any other insurance available to Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC.

All insurance policies must contain a waiver by the insurance carrier of all subrogation rights against Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC and other parties covered by the insurance and must contain a provision that that Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC receive 30 days prior written notice of termination, expiration, cancellation or modification of any such policy.

All insurance coverage will be required to be maintained under one or more policies of insurance – and contain such terms and conditions – as specified from time-to-time by Motto. You will be required to obtain insurance policies with an insurance company that has an A.M. Best’s rating of at least a B- and an A.M. Best’s financial size category of at least VI.

As of the date this disclosure document was issued, we use a third-party vendor, MyCOI, to track certificates of insurance by franchisees and to confirm that the insurance policies obtained meet all of our requirements. You will be required to register with MyCOI, or such other third party vendor as we may designate, as well as comply with their applicable terms of use, the current form of which is attached as Exhibit A-3, and you will be required to authorize your insurance provider to work with and provide your insurance related information to My COI, or such other vendor that we may designate. You will be required to furnish us, via our third-party insurance tracking vendor, or our designee, a copy of the certificate of, or other evidence of the procurement of, renewal or extension of each above referenced insurance policy at least 30 days prior to the effective date of such procurement, renewal, or extension and thereafter annually or at our or our designee’s request. The insurance certificate must show compliance with all required insurance specifications. If you at any time fail or refuse to maintain in effect any insurance coverage required by Motto, or to furnish satisfactory evidence of such insurance, Motto may, at its option and in addition to any other rights and remedies it may have, obtain such insurance coverage on your behalf, although Motto is under no obligation to do so. You will be required to cooperate fully with Motto or its designee in its efforts to obtain such insurance policies, promptly execute any and all forms or instruments



required to obtain any such insurance, allow any inspections of the premises of the Office, which are required to obtain such insurance, and reimburse Motto, on demand, any costs and premiums it may incur. Should we cease using a third-party vendor or other designed to track certificates of insurance, you will be required to provide each required certificate of insurance directly to Motto.

All third parties that you hire shall provide evidence of general liability coverage, automobile liability coverage, workers' compensation and employer's liability coverage, and other coverage Motto may deem necessary. Coverage will be in favor of you and Motto Franchising, LLC and shall include, additional insured status, primary and non-contributory coverage, and waiver of subrogation.

With regard to mortgage brokers errors and omissions insurance, you will also be required to purchase an extended reporting period endorsement (also known as tails coverage) covering a period of 3 years after the expiration, termination, abandonment or transfer of the Franchise Agreement, which endorsement shall include, without limitation, the requirement to name Motto Franchising, LLC, RE/MAX Holdings, Inc., and RE/MAX, LLC as additional insureds, provide coverage to Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC on a primary and noncontributory basis, and contain a waiver by the insurance carrier of all subrogation rights against Motto Franchising, LLC, RE/MAX Holdings, Inc., RE/MAX, LLC and other parties covered by the insurance. You will be required to provide Motto Franchising, LLC, RE/MAX Holdings, Inc., and RE/MAX, LLC with evidence that you have obtained such errors and omissions insurance within 30 days of the expiration, termination, abandonment, or transfer of the Franchise Agreement. Should you fail to obtain appropriate tails coverage, Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC will have the right—but not the obligation—to obtain it on your behalf, and you will be required to promptly reimburse Motto Franchising, LLC, RE/MAX Holdings, Inc., and RE/MAX, LLC for the cost thereof as well as related administrative costs.

### MottoLearn and Live Education

Motto will provide access to MottoLearn as a way to deliver educational and motivational programming. With the exception of premium programming, such as accredited courses, MottoLearn programming is available free of charge and can be accessed via a computer, or some smart phones and mobile devices. Premium programming, such as accredited courses, typically range from \$100 to \$2,000.

### Motto Office Portal

You will be required to subscribe – and to ensure that each of your Loan Originators subscribe – to the Motto Office Portal, currently known as *MottoCenter*, a password protected internet site hosted by us, and to sign a Motto Portal User Agreement. The current form of this agreement is attached as Exhibit A-5. (See Item 11 below for more detail.) MottoCenter, a free service, serves as a members' only electronic communication website enabling us to share important information with you and other Motto franchisees in a secure environment, including educational and motivational programming available via MottoLearn (see discussion above) and MottoCenter resources, and including connections to third party tools and resources. You will be required to access MottoCenter via the Internet; therefore, you will be required to have an Internet service provider. Internet service provider fees typically range from \$60 to \$300 per month. You will be required to access MottoCenter at least once annually to retain system access.

### Office Site and Development

You are responsible for developing the office space at the Premises. You must have a lease in place, which may be a sublease between the Existing Business and the Office. The lease must reflect that the rent for the Office is at fair market value. The Office must (i) be segregated from the Existing Business, if any; and (ii) must be capable of being locked and secured. We may inspect the Office during its

development. Payment for the office lease and all other services and facilities provided to the Office by the Existing Business, as well as other aspects of your business operations, must conform with RESPA, and the regulations and interpretations thereof, as promulgated by the Consumer Financial Protection Bureau. See Item 1. In its relationship with the Existing Business, the Office will need to be a separate, independent business. This principle may necessitate further steps such as separate office space and office resources.

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

Collectively, the cost of products or services required to be purchased or leased either from designated or approved sources of supply or in accordance with Motto's specifications represents approximately 64% of your total purchases and leases in establishment and operation of the Office. The actual percentage may vary significantly from office to office depending on various factors including, for example, the geographic location of the Office, whether it is located within an Existing Business or in a separate Premises, the type of tenant finish you choose, and how you prefer to furnish and decorate the Premises.

#### Cooperative/Negotiated Prices

Except as described below, neither Motto Franchising, LLC nor any of its affiliates received revenue or other material consideration from franchisees as a result of franchisee required purchases or leases in the year ending December 31, 2023. Starting in 2022, we require (with certain exceptions) the use of loan processing services offered by our affiliate, wemlo, in states where those services are available. In the year ending December 31, 2023 the total revenue wemlo received from Motto franchisees or their customers for wemlo services was \$1,034,702, based on wemlo's 2023 unaudited financial statements. Processing fees are typically paid by the borrower as a settlement charge; franchisees pay processing services fees in those cases in which the processing fees are not paid by the borrower. In some states (including New Jersey) these charges cannot be passed along to the borrower and in some cases franchisees may elect to pay processing fees. In addition, Motto reserves the right to require other purchases in the future. There are currently no purchasing or distribution cooperatives as of the date this disclosure document was issued. Except as noted above, as of the Issuance Date of this disclosure document Motto does not negotiate purchase arrangements with suppliers for the benefit of franchisees or provide material benefits to you based on your use of approved suppliers or designated sources.

#### Material Benefits

Motto will not provide you with material benefits (such as renewal or granting additional franchises) based on your use of approved suppliers.

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**Item 9**

**FRANCHISEE’S OBLIGATIONS**

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

<b>OBLIGATION</b>	<b>SECTION IN FRANCHISE AGREEMENT</b>	<b>DISCLOSURE DOCUMENT ITEM</b>
a. Site selection and acquisition/lease	Subsections 2.A. and 2.C., Section 3, and Subsection 13.(B)2 of Franchise Agreement	Items 7, 11, and 12
b. Pre-opening purchases/leases	Section 3 and Subsections 8.B and 8.D of Franchise Agreement	Items 7 and 8
c. Site development and other pre-opening requirements	Section 3 and Subsections 8.A, 8.B, 8.C, 8.D, 8.F, 8.H, 8.H, and Subsection 13.B(2) of Franchise Agreement	Items 7, 11, and 12
d. Initial and ongoing training	Subsections 8.G, 9.A, 9.D, and 9.F of Franchise Agreement	Items 1, 6, and 11
e. Opening	Section 3 and Subsection 13.B(2) of Franchise Agreement	Items 1 and 11
f. Fees	Subsections 2.E(9) and 2(F), Section 6, Subsections 9.F, 12.D(12), 13.C, and 15.H of Franchise Agreement Section 4 of Branch Office Amendment to Franchise Agreement	Items 5, 6, 7 and 11
g. Compliance with standards and policies/operating manual	Section 4 and Subsections 8.A, 8.B, 8.C, 8(H), 8(J), and 8(K), of Franchise Agreement Section 7 of Branch Office Amendment to Franchise Agreement	Items 8 and 11
h. Trademarks and proprietary information	Sections 4, Subsection 5.C, 5.E, 8.K, 14.B, and 14.C of Franchise Agreement	Items 1, 11, 13 and 14
i. Restrictions on products/services offered	Subsections 2.A, 2.C, 2.D, 4.B, 8.B, and 8.F of Franchise Agreement	Items 8, 11, and 16
j. Warranty and customer service requirements	Subsections 5.B, 5.C, 8(C), and 8(F) of Franchise Agreement	Not Applicable
k. Territorial development and sales quotas	Subsection 2.C of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Sections 3 and 7 and Subsections 8.A, 8.B, 8.D, 8.H, 8.I, and 8.J of Franchise Agreement	Item 8

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
m. Maintenance, appearance, and remodeling requirements	Section 3 and Subsections 8.A and 8.B of Franchise Agreement	Items 8, 11, and 16
n. Insurance	Subsections 8.D and 14.I of Franchise Agreement	Items 7 and 8
o. Advertising	Subsections 4.B, 6.C, 8.C, 8.J, and 9.C of Franchise Agreement	Items 6 and 11
p. Indemnification	Subsection 5.D of Franchise Agreement Section 7 of the Wemlo Processing Agreement (Exhibit A-10).	Item 6 Item 11
q. Owner's participation/management/staffing	Section 1 and Subsections 2.B, 5.B, 8.E, and 8.F of Franchise Agreement	Items 1, 11 and 15
r. Records and reports	Subsection 6.D(2), Section 10, and Subsection 13.C(3) of Franchise Agreement	Items 11 and 17
s. Inspections and audits	Sections 8.C. and 11 of Franchise Agreement	Items 1, 6, and 11
t. Transfer	Section 12 of Franchise Agreement Section 11 of Branch Office Amendment to Franchise Agreement	Item 17
u. Renewal	Subsection 2.E of Franchise Agreement Section 10 of Branch Office Amendment to Franchise Agreement	Item 17
v. Post-termination obligations	Section 14 of Franchise Agreement	Item 17
w. Non-competition covenants	Subsections 5.F and 14.H of Franchise Agreement	Items 15 and 17
x. Dispute resolution	Not applicable.	Not applicable
y. Owners/shareholders guarantee	Subsection 12.F of Franchise Agreement and Guaranty and Assumption of Obligations attached to Franchise Agreement	Item 15

## Item 10

### FINANCING

Motto may offer you financing for the initial franchise fee necessary to purchase a Motto Office.

If you wish to finance the initial franchise fee you must pay at least 50% of your initial franchise fee as a cash down payment when the Franchise Agreement is signed and sign a “*Promissory Note*” for the remaining balance of the initial franchise fee. Your payments on the Promissory Note will begin 90 – 120 days after the Franchise Agreement is signed by us (the “Agreement Date”). A copy of the Promissory Note for the initial franchise fee is attached to this disclosure document as Exhibit B. In any case in which you finance the initial franchise fee the balance of the initial franchise fee will be due in 24 equal monthly installments. These monthly installments will be paid to Motto via automatic electronic withdrawal from your business checking account.

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

If Motto accelerates payment and subsequently refer any promissory note to an attorney for collection, all outstanding amounts will bear interest at the default rate of 20% per year (or if this rate exceeds the highest rate permitted under applicable law, then at the highest rate legally permitted) and you will have to pay Motto’s reasonable attorneys’ fees and costs it incurs as a result of the default. As an additional remedy if you default, Motto may terminate your Franchise Agreement (although this will not release you from having to pay all unpaid amounts). (Promissory Note Paragraphs 4, 6, and 14)

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

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

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

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

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

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

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

## Item 11

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

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

Before you open the Office, Motto will:

1. At your request, assist you in your selection of the Office's location, which must be approved by Motto. (Franchise Agreement Subsections 2.A and 2.C) While Motto may assist you in selecting an Office Location, Motto will not conduct site selection activities for you. Motto's criteria for a location include demographic characteristics and other physical and commercial characteristics. The Office must be segregated from the Existing Business at the Premises and be capable of being locked and secured. You may not begin operating the Office until a location has been selected and approved. You will be required to identify an acceptable location for your Office and obtain Motto's written approval of the location within 90 days after you complete Initial Education; we will respond to your location request within 30 days after you submit it. If you and Motto, acting reasonably and in good faith, cannot agree on a location for the Office within 90 days after you complete Initial Education, unless otherwise agreed, it will be deemed to be a failure of a material condition precedent to the Franchise Agreement entitling Motto to terminate the Franchise Agreement. Failure to open the Office within 180 days after the Franchise Agreement is signed will also be deemed to be a failure of a material condition precedent to the Franchise Agreement entitling Motto to terminate the Franchise Agreement. Your initial franchise fee is not refundable if you fail to timely locate an acceptable site for your Office or you do not open your Office within 180 days after the Franchise Agreement is signed. Motto does not own the premises upon which the Office is located and therefore does not lease it to you.
2. Furnish you with suggested specifications and layouts for an Office in certain cases, but it is your responsibility to prepare a site survey, construction plans and comply with all laws and regulations. (Franchise Agreement – Subsections 8.A, and 9.B)
3. As discussed in Item 8, identify the items necessary for the Office to begin operations, the minimum standards and specifications that you must satisfy, and suppliers from whom these items may be obtained (which may be limited to and/or include us, our affiliates, and/or other specified exclusive sources). (Franchise Agreement – Section 3, and Subsections 8.B, 8.K, 9.B)
4. Issue you access to one or more copies of the Office Materials, which materials may be modified periodically to protect or maintain the goodwill associated with the Marks. (Franchise Agreement - Subsection 8.B) The table of contents of the various manuals comprising the Office Materials is attached as Exhibit F; as of the Issuance Date of this disclosure document, these manuals contained a total of 565 pages. (Franchise Agreement - Section 8.B)
5. Provide Motto's Initial Education Program up to 2 people – you and another person (Franchise Agreement – Sections 8.G. and 9.A.) This education is described later in this Item.

6. Provide you with access to our confidential information. (Franchise Agreement – Section 5.E)
7. Grant you a limited, non-exclusive license to use the Marks. (Franchise Agreement - Section 4)
8. Provided you continue to pursue licensing diligently and in good faith, Motto currently will pay up to \$1,250 toward your expenses for engaging a licensing consultant designated by or acceptable to us. Motto makes no representations about any designated licensing consultant or any other licensing consultant; you are not required to utilize the services of any consultant; the consultant is not acting as your or our attorney or as a general business advisor and will not provide legal or business advice; and this benefit may be discontinued at any time. Should you discontinue your efforts to become licensed or otherwise fail to move forward in a timely manner, the consultant may discontinue services and neither Motto nor the consultant will have any liability to you.

During your operation of the Office, Motto will:

1. At your request and expense and in our discretion, provide in-person or remote consultation and guidance relating to the Office’s management, including purchasing of necessary equipment, availability of mortgage products, and access to Mortgage Wholesalers and advertising and marketing materials and programs. In addition, various educational courses and other assistance will periodically be made available to you in such areas as sales, fiscal management, office opening, and recruiting and retention of loan originators. You will receive guidance through the Office Materials, bulletins, or other written materials; by electronic media; by telephone or video consultation; and/or at Motto’s office or the Office. At your request and expense, and at Motto’s option, you may receive additional or special guidance, assistance, and education. (Franchise Agreement – Subsection 9.D)
2. Supplement the Office Materials and issue System standards for Motto offices. Motto may modify System standards from time-to-time and these modifications may require you to invest additional capital in the Office and/or incur higher operating costs. (Franchise Agreement – Subsections 8.A, 8.B, and 8.K)
3. Periodically offer other education, conventions, and seminars designed to enhance the image of the Motto System and provide a forum for the exchange of ideas and information on the operation of Motto offices. (Franchise Agreement – Sections 8.G and 9.F)
4. Collect, control, and administer monies paid to the Motto Marketing Fund (sometimes also referred to as the “**Marketing Fund**” or “**Fund**”). (Franchise Agreement - Subsections 6.C and 9.C) The Marketing Fund is described in more detail below.

Motto is not obligated by the Franchise Agreement or any other agreement to provide any other assistance or services in connection with the ongoing operation of the Office. Motto has the right, but not the obligation, to conduct inspections and observe the Office’s operation. (Franchise Agreement – Section 11). Motto has the right to suspend some or all of the assistance, benefits, and services noted above or set forth in the Franchise Agreement or otherwise afforded to you as a franchisee if you fail to make any payments to Motto as required under the Franchise Agreement or otherwise default in any other obligation under the Franchise Agreement. (Franchise Agreement – Subsection 6.F.)

## Marketing and Development Fund

Motto has established a Marketing and Development Fund (the “*Marketing Fund*” or “*Fund*”) for marketing, advertising, and public relations programs and materials we deem appropriate. Each Motto franchisee must make monthly contributions to the Fund in the amount that we periodically require (currently \$350 per month per Office and per Branch Office as of the Issuance Date of this disclosure document). We may increase the Marketing Fund Fee by up to 20% each year beginning 12 months from the date you open your Office.

Motto may at any time defer or reduce a franchise owner’s Marketing Fund contributions and, upon notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. (Franchise Agreement - Section 6.C.) As a result, not all franchisees contribute to the Fund on the same basis as other franchisees.

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

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

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

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

The Marketing Fund is not a trust. Motto does not have a fiduciary obligation to you for administering the Fund. The Marketing Fund may spend in any fiscal year more or less than the total Fund



contributions in that year, borrow from us or others (paying interest) to cover deficits, or invest any surplus for future use. Excess funds that have not been spent by the end of any given fiscal year will be carried over to the next year until these excess funds are spent for the marketing, advertising, promotional, and technology purposes (but excluding administrative costs) described above. All Marketing Fund contributions become the non-refundable property of the Fund. All monies collected and disbursed by the Marketing Fund, including any interest, dividends, capital gains or other income earned on these monies, will be accounted for separately from Motto Franchising, LLC's other funds. A portion of your annual contributions will be used to pay administrative expenses reasonably related to the direction and implementation of the Marketing Fund's purposes as described above. As part of administrative expenses, the Fund pays Motto Franchising, LLC amounts equivalent to salaries, travel, rent, and other expenses we incur in administering the Fund.

The Marketing Fund is a subsidiary of Motto Franchising, LLC, which is audited annually, but the Marketing Fund is not audited separately. The financial statements are not distributed to franchisees; however, upon written request, Motto may make certain unaudited financial information available for your review. Motto currently operates the Marketing Fund through a separate entity but may operate the Fund directly or through a successor entity in the future. Any successor entity will have all of the rights and duties described in this disclosure document.

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

During the fiscal year ending December 31, 2023, a total of \$1,420,132 was spent by the Marketing Fund, of which, 0% was spent on production, 0% was spent on media placement, 99.8% was spent on technology related services, including development and maintenance (described above) and 0.2% was spent on administrative expenses.

The Marketing Fund does not spend money on advertising that is principally a solicitation of new franchisees, although, as noted above, in some instances, we may vary, waive, reduce or defer Marketing Fund Fees.

### Your Local Advertising

In addition to your Marketing Fund contributions, you will be required to spend, on an ongoing basis, at least \$200 per month to advertise and promote the Office. Motto reserves the right to increase this amount by up to 20% each year beginning 12 months from the date that you open your Office. You must participate at your own expense in all advertising, promotional and marketing programs that we require. Motto may require that you send us monthly or periodic reports of your marketing expenditures.

You will be required to ensure that your local advertising and promotion follows Motto's standards. All advertising and promotional materials that you develop for your Office must contain notices of Motto's website's domain name in the manner we designate. You may not develop, maintain, or authorize any website that mentions or describes you or the Office or displays any of the Marks without our prior written approval.

All advertising, promotion, marketing, and public relations must be completely clear, factual, and not misleading and conform to the highest standards of ethical advertising and marketing. Promotional material includes materials you provide on a website or similar medium.

You may not use any advertising, promotional, or marketing materials unless those materials comply with our *Brand Standards Manual*, which may be amended from time to time, other related guidelines we may issue, and applicable law. Your advertising and marketing will be subject to state and federal unfair and deceptive acts and practice laws and advertising regulations that are specific to the mortgage industry.

Motto does not require franchisees to participate in a regional cooperative advertising program. Motto does not have an advertising council composed of franchisees that advises us on advertising policies. However, the Motto Mortgage Advisory Council may at times advise us on advertising matters, among other things. The members are selected by Motto and serve in an advisory capacity only, with no decision-making power. Motto has the power to form, change, or dissolve the Motto Mortgage Advisory Council at any time.

#### Computer System – Hardware and Software

To facilitate your reporting to Motto Franchising, LLC and to meet other communication requirements, you will be required to implement all systems, programs and procedures that we may establish from time to time. (Franchise Agreement Section 3) Such systems, programs or procedures may include, but are not limited to, communication systems, accounting programs, data management systems, and other systems designed to facilitate the flow of information relating to the System, the Motto Network, and/or the business contemplated by the Franchise Agreement. These requirements will apply only to facilitate communications between you and Motto and will not control or regulate the manner and means of your day-to-day operations. You may only use the computer system for the Office; you may not use the computer system for the Existing Business (if applicable) or any other purpose.

You will be required to have and maintain a computer system that has capabilities compatible with all of Motto's communications and data reporting requirements ("**Computer System**"). As of the Issuance Date of this disclosure document, the hardware for the Computer System includes: a desktop or laptop computer, a scanner, a shredder and a printer with a minimum amount of memory and meeting other requirements that we may specify from time to time. You will be obligated to upgrade such hardware as we specify from time to time as well as pay for the cost of implementing such systems, programs and procedures, including the cost of purchasing or leasing computer hardware and software that we may require. You may obtain the hardware elements of the Computer System from any vendor so long as we have not designated a sole or approved vendor for a particular component and the Computer System meets our specifications.

We estimate the cost to acquire a Computer System that complies with these requirements to be between \$1,000 and \$2,500. In addition, you will be required to have electronic mail capability and high-speed access to the Internet. (Franchise Agreement - Section 3.) There are no contractual limitations on the frequency and cost of these obligations. We will not provide maintenance for your computer hardware. If you or someone you employ does not have the expertise, you will have to obtain a maintenance contract

with a reputable organization for your Computer System and related equipment. It is difficult to estimate the annual cost of maintaining or upgrading your computer system hardware because it will depend on many variables such as the age, and total number of computers you choose to have in your Office, your usage and security practices, the cost of third party maintenance services in your area, as well as technological advances that we cannot predict at this time. As an example, if you need 1 to 5 hours of third-party maintenance services per month, it may cost you between \$75 to \$500 per month (or \$900 to \$6,000 per year) for one computer system. When you retire computer hardware, we recommend you have the hard drive physically destroyed and we estimate the cost for that service to be \$100.

You will be required to maintain current versions of the Microsoft Windows operating system or macOS and you must ensure that you obtain a genuine version of any operating system or software you obtain. The approximate cost to upgrade one version of Microsoft Windows® software or macOS may range from \$240 to \$499 per year per license and will depend in part on the version of the operating system you choose, the number of software licenses you require and certain technological advances which we cannot predict at this time. You must also maintain current versions of Microsoft Office® and we estimate that cost to be approximately \$100 per year per license.

You will also be solely responsible for securing your Computer System and protecting it from viruses, malware, spyware, malicious code, communication disruptions, Internet access and content failures, and attacks by hackers and other unauthorized parties and you will be required to comply with privacy and data security laws and regulations. We will require that you take steps to protect your Computer System from social engineering attacks that would compromise your password and that you establish best practices for password management as you will be responsible for any losses and damages. We will also require that you install and continually update Microsoft Windows (patches, service packs, and upgrades), macOS (patches and upgrades), web browser and application updates, anti-virus systems, and firewalls. We estimate the cost for these protection services or systems may range from \$50 to \$200 per computer per year, depending on the services provided. In the interest of protecting the Motto brand, the Motto Marks, and the Motto System, you will be required to notify us immediately in the event of any data or security incident or breach related to your Office, including any unauthorized access to your Computer System, and specify the extent to which personal information may have been compromised. You will also be required to cooperate fully with us with respect to any media statements and other items related to managing any such incident, including fact finding or mitigation/defense actions we deem advisable as well as any steps taken to resolve the matter.

Prior to any party accessing our software, tools, or systems from a location outside the United States you must (i) provide us advance notice of the details of the access; (ii) ensure that any party with such access will enter only through a reputable U.S. based VPN; and (iii) obtain our written consent, which may be provided, denied or withdrawn in our sole discretion, before any access commences.

You will be required to use the loan origination platform Motto specifies and sign the agreement and license the software from that provider. Motto reserves the right to revise this requirement in the future and require you to use another or different loan origination platform provided by us or a third-party vendor we designate. As of the Issuance Date of this disclosure document the loan origination platform Motto has approved and requires is wemlo's mortgage broker software, known as the Loan Brokering System<sup>SM</sup> ("LBS<sup>SM</sup>"). Motto includes in the Royalty Fee the cost of the license for the wemlo LBS you will be required to use. We are not obligated to provide and do not include in the Royalty Fee any work or service that we determine is outside the scope of the LBS. If Motto, in its sole discretion, agrees to complete any work requested by you that is outside the scope of the LBS and/or is in the nature of an upgrade, enhancement or improvement ("LBS improvements"), (i) Motto will determine the cost and time required for such work in our sole discretion; (ii) you must pay the required amount before the work begins; and (iii) any work and any LBS improvements will be owned and all rights retained by Motto/wemlo, including

rights to adopt, exploit, modify and perfect such LBS improvements without compensation to you. You will be required to enter into an agreement with wemlo for the license and use of the wemlo LBS. The form of agreement for the wemlo LBS, current as of the Issuance Date of this disclosure document, is attached as Exhibit A-11. Motto or wemlo may amend that agreement from time to time, and you may be required to enter a modified agreement as a condition of continuing to use the loan origination platform.

Each loan origination software agreement provides that the agreement, and your permission to use the loan origination platform, will terminate if you at any time cease to have a valid franchise agreement with us. Your Franchise Agreement with Motto provides that upon expiration or termination of the Franchise Agreement Motto will, to the extent we are reasonably able to do so and provided you have specified your data requirements in a timely and sufficient manner, facilitate the export of certain loan files and related data, limited solely to files we specify, that you have entered into the loan origination platform and your transfer of data into an alternative system; provided you pay our then current fee and make a written request for this assistance (i) at expiration or termination of the franchise agreement, or (ii) after expiration or termination but within 10 days of a demand which, by law or regulation, requires you to produce loan data. Motto will attempt to extract loan origination platform data and documents to your sufficiently and reasonably defined specifications; however, Motto reserves the right to provide only a standard loan data and document extract. Motto will attempt to assist you with data translations per your sufficiently and reasonably defined specifications, but only while you remain a franchisee.

Under the current form of the wemlo LBS software agreement, you will receive a license for you, your employees (such as loan originators), and your contract loan processors to use the software. Your license will permit use of the software only for loan origination and related services and an additional charge will apply for each user beyond 3 total Loan Originator users. If one of your users, or any user with access to the software misuses the software, wemlo may require Motto to terminate the Franchisee's access, or the user's access, to the wemlo LBS. If Motto fails to do so, we may lose all rights for our franchisees, including you, to use the software. Motto may also disable a user account if we detect misuse of the software. Aside from those conditions, Motto will add, modify, or terminate a user account solely upon instructions from you or your designated Operations Manager. You will be responsible for the actions of your users and any damage they cause through their use of the wemlo LBS, and you must indemnify Motto and wemlo for claims arising from violations of laws or others' rights, use of third-party providers and collection and use of data.

Neither Motto nor wemlo will provide you with any warranties under the wemlo LBS agreement for use of the wemlo LBS. You will have no recourse against wemlo under the wemlo LBS software agreement for any problems with the software or its use in your business. The software may be inaccessible occasionally for several reasons, including maintenance, upgrades, or accidental events. You will not be entitled to compensation for any interruptions in service. Motto's maximum liability to you for problems with the loan origination platform software will generally be limited to one month's worth of Royalty Fees that you have paid.

The types of data to be generated or stored in the Computer System include mortgage transactions and customer information. You will be solely responsible for the acquisition, operation, maintenance, and upgrading of the Computer System. As of the date this disclosure document was issued, Motto does not require that you purchase a maintenance contract to service the Computer System, but we reserve the right to do so in the future. The third parties whose Computer System-related products you purchase or license have no contractual rights or obligations to provide ongoing maintenance, repairs, upgrades or updates unless you obtain a service contract or a warranty covers the product. You will also be required to activate and utilize a Motto email address, as we specify, so that Motto can send you notices and otherwise communicate with you by email.

Motto reserves the right to change the Computer System at any time. There are no contractual limitations on the frequency and cost of your obligations regarding the Computer System. Motto will not be required to reimburse you for any of these costs. In order to provide services as the provider, Motto will have independent access to and may have the ability to use information regarding loan files stored within the Computer System subject to applicable regulatory limitations and contractual limitations set forth in the agreement for the loan origination software.

Motto or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities concerning, the software or technology.

#### Office Portal; Additional Tools and Resources

You will be required to subscribe, and ensure that each of your Loan Originators subscribes, to Motto's office portal, which we currently refer to as MottoCenter, a password protected extranet site hosted by us ("**Office Portal**"), and to sign the Motto Portal User Agreement. The Office Portal is provided at no additional charge, serves as a members' only electronic communication website enabling us to share important information with you and other Motto franchisees in a secure environment, which may include educational and motivational programming and connections to third party tools and resources. You will be required to access the Office Portal via the Internet; therefore, you will be required to have an Internet service provider. Internet service provider subscription fees typically range from \$60 to \$300 per month (varies depending on such factors as the number of users). The Office Portal is a moderated site.

You will also be required to subscribe, and ensure that each of your loan originators subscribes, to an email service Motto provides with email addresses denominated with the mottomortgage.com domain.

Motto provides, or makes available from third parties, marketing tools to help you market and advertise your Office and its brokerage services. These include, among others, services to deliver webpage content regarding your Office and your loan originators to internet users browsing the website. You will be required to use the specific website and/or website services Motto designates, which may include website design, development, hosting and/or support as well as other associated services, such as content editing tools ("**website services**"). Services available may also include information submission forms through which internet users can provide information to you and request information from you, and database services through which you or your users can manage records of those information requests.

As of the Issuance Date of this disclosure document Motto offers a tool referred to as MottoSwag, which is available to assist you in procuring marketing materials for your Office. With MottoSwag you have the opportunity to order products and services, such as letterhead and branded apparel. While Motto does not charge for your access to MottoSwag, these products and services are provided by third parties that will charge you for orders.

In addition, Motto provides a reputation and listings management service that keeps your local directory listings, in services like web search engines, up to date so that customers can easily find your Office and get accurate information about details like contact information and opening hours. This service is also available to assist you and your loan originators in managing online brand visibility and customer reviews.

Motto also offers a marketing operating system, which we currently refer to as MottoSpark, which includes a customer relationship management ("**CRM**") software tool for Loan Originators which assists with CRM and marketing and a design center in one platform. Lead capture, co-marketing and contact

management tools are included. With MottoSpark you have the opportunity to order products and services, such as printing and mailing of advertising materials. Orders made and fulfilled via MottoSpark are provided by third parties that will charge you for their products and services. There is not currently a fee for Loan Originators to use this tool; however, Motto may charge you a fee if you elect to have any additional users beyond a total of 3, including Loan originators, Owners, Managers and support staff.

It will remain your sole responsibility to ensure that all your advertising materials, including website content and any advertising you develop or distribute using any of the provided marketing systems, are in compliance with all applicable mortgage and other laws regulating marketing, advertising, telemarketing and privacy.

In addition, wemlo may provide, for those using the LBS, a service to provide access to settlement service provider data designed to save time and reduce tolerance violations. The service imports certain closing costs. Although the service is designed to provide helpful and up to date information, you are responsible for ensuring that all closing costs fees and taxes and disclosure information you include in your documents are accurate and in compliance with all applicable laws and regulations. Wemlo reserves the right to modify or discontinue this benefit at any time.

Except as otherwise noted above, Motto provides these services at no additional cost (although third parties will charge for purchases from them through services like a design center); in order to provide services, as the provider we will have independent access to the information and content on these services and there are no contractual limitations on our right to access the information. You will be required to register for access to them and to enter into agreements governing your access to and use of the services. The current versions of the agreements are attached as Exhibit A-5 Motto Portal User Agreement; Exhibit A-6 Motto Web Hosting User Agreement, Exhibit A-7 MottoSwag User Agreement and Exhibit A-8 MottoSpark User Agreement. The current versions limit your use of the services to only authorized use and also limit Motto's liability in connection with your use of the services. Your use of the full functionality of these services is optional.

Although certain costs for tools and resources available to you via the Office Portal are currently paid via the Royalty Fee, Motto, our affiliates, or designated or approved suppliers reserve the right to charge you a monthly or other fee for any optional proprietary software or technology that we or they license to you and for other maintenance and support services that we or they may require you to receive during the Term.

Motto may in the future, but is not obligated to, offer one or more additional computer tools or resources, including web development, services, hosting and/or support, one or more resource centers and a help center.

With respect to all tools, resources and services that Motto offers now or in the future, we may, without notice, add, remove/discontinue, configure, revise, or delete aspects of these services, tools or resources at our sole discretion at any time. You will be required to enter an agreement either with us, our affiliates, or designated or approved suppliers—and, as we require, to ensure that each of your Loan Originators and/or any support staff and loan processors enters an agreement—to terms of use or terms of service for any of these tools or resources. Motto may modify the user agreements for these services, add or modify fees for the services and/or modify the services that are offered, and if we do you must consent to the modifications as a condition of your continued use of the service(s). These agreements may, among other things, limit Motto's liability to you and require that you indemnify us. Motto is not obligated to provide and does not include in the Royalty Fee any work or service that we determine is outside the scope of the tools, resources and services that we offer. If we, in our sole discretion, agree to complete any work requested by you that is outside the scope of what we provide and/or is in the nature of an upgrade,

enhancement or improvement (“*Tools/Resources improvements*”), (i) we will determine the cost and time required for such work in our sole discretion; (ii) you must pay the required amount before we begin the work; and (iii) any work and any Tools/Resources improvements will be owned and all rights retained by us, including rights to adopt, exploit, modify and perfect such Tools/Resources improvements without compensation to you.

If you, your loan originators or any person affiliated with your office utilizes (i) Mortgage Wholesalers that are not Listed Mortgage Wholesalers or (ii) systems, vendors or tools (including, but not limited to, marketing services, website services, lead generation providers, a loan origination platform, CRM, other or similar tools or services) which are not part of Motto’s approved and designated group of suppliers, tools, or services, or is otherwise not part of our franchise system, it is your responsibility to ensure that such use is in compliance with all applicable laws and your Franchise Agreement (including obtaining our prior approval as required and complying with all conditions for such approval). In addition, you must ensure that none of you, your loan originators, or any person affiliated with your office utilizes any software, systems, tools, or resources provided by us in a manner that is not intended or authorized by us, or that is not in accord with the applicable agreement or terms of use. Motto may take any actions or pursue any remedies provided in the franchise agreement or otherwise applicable if you are not in compliance. In addition to pursuing available remedies, Motto will have no liability in connection with use of, is not required to and will not connect to, nor will Motto support in any manner, any outside systems, vendors or tools or your NMLS reporting or other office functions. In many circumstances, using systems, vendors or tools not provided and/or designated by Motto may cause connection failures or other issues affecting one or more of the systems and tools provided by Motto and your franchise agreement provides that you must indemnify us for any claims, damages, losses or expenses, including attorney fees and costs, arising out of or relating to your business and the operation of the Office, including failure to comply with applicable laws, even if claims are brought or filed after transfer, termination or expiration of the franchise agreement.

### Wemlo Services

Wemlo offers loan processing services to Motto offices and other mortgage brokerages in certain states in connection with loans originated by a limited number of lenders. Use of wemlo loan processing services is required for Motto offices in states where wemlo offers processing services. Motto reserves the right to allow, in its sole discretion, exceptions in certain circumstances, and in those cases you and your loan processors may be required to sign applicable user agreements and you will be responsible for the actions of your loan processors. When you utilize wemlo loan processing services you or your borrowers will be assessed the then current rate for the services provided; which as of the Issuance Date of this disclosure document is \$825 for each closed loan, provided the loan is with a Listed Mortgage Wholesaler and meets certain loan product requirements (including a minimum credit score). If these requirements are not met the fee may be higher or processing may be unavailable. All fees, terms, and conditions are subject to change at any time without notice. Wemlo may vary, waive, reduce, defer, or make an exception to its published fees and/or payment terms for any reason, based on factors including whether the processing is performed for the customer of a Motto Office, in which case a discount may be applied (\$825 is the discounted rate as of the Issuance Date of this disclosure document). Exceptions to the wemlo fee structure may be for a limited time and/or offered in connection with specific campaigns or promotions; however Motto makes no representations that any opportunities or variations to the standard fees will be available and any that are made available may be discontinued at any time. It will remain your sole responsibility to ensure that all your loan processing is in compliance with all applicable mortgage and other laws regulating mortgages and privacy. At any time, wemlo may, in its sole discretion and without notice, add, discontinue, configure, revise, or delete aspects of loan processing services or related tools or resources that may be offered, and modify the terms of use/service and fees for these services. If wemlo does so, you must consent to the modifications as a condition of your continued use of the service(s). You will be required to agree

and, if required by wemlo, ensure that each of your Loan Originators and/or any support staff agrees, to wemlo's terms of use/service for loan processing services and any related tools or resources as they may be modified from time to time. These agreements, among other things, limit liability to you and require that you indemnify wemlo and its affiliates. The current Wemlo Processing Agreement is included as Exhibit A-10. The Wemlo Processing Agreement requires that you indemnify wemlo for claims, demands, and expenses, including attorney's fees, if you breach the representations and warranties or other terms of the agreement and provides that you agree that in cases where third party fees are restricted, you will instruct the closing agent to deduct the funds required to pay wemlo from Broker's compensation and remit the processing fee directly to Wemlo.

In addition, as described above, wemlo offers a loan origination platform, referred to as the LBS, you may be required to use. The wemlo® LBS<sup>SM</sup> Agreement, among other things, limits liability to you.

In order to provide services as the provider, Motto and wemlo will have independent access to the information and data within the wemlo system. Subject to applicable regulatory limitations there are no contractual limitations on our right to access this information.

Motto is not obligated to maintain any of the above referenced tools and resources—or the services offered through them—indefinitely and may discontinue them at any time without notice or liability to you. Motto is not obligated to provide, or to assist you in obtaining, the computer hardware or software identified above. However, Motto intends to provide informational assistance if requested.

### Opening

Based on our historical experience, Motto estimates that the time required for you to obtain your mortgage broker license, hire licensed and NMLS registered loan originators, and open your office will be approximately 90 to 180 days from the Agreement Date, although licensing may take longer depending on your level of effort, as well as the response times of state licensing agencies (particularly when temporary closures occur, as can happen with many government offices and businesses); you should check with your state licensing agencies to determine if additional delays may result because of current conditions or government orders that impact state agency operations. The specific timetable for opening and operating the Office depends on the Office location; the delivery schedule for equipment and supplies; completion of required education; and complying with local laws and regulations. You must notify us in writing at least 15 days before the day on which you propose to begin operating the Office. You may not open or begin operating the Office until: (1) Motto notifies you in writing that the Office location has been approved; (2) you complete initial education to our satisfaction; (3) you pay the initial franchise fee and other amounts then due to us; (4) you give us certificates or other evidence Motto requires for all insurance policies we may require; (5) the Office is duly licensed as a mortgage broker and you hire a licensed loan originator for the Office; and (6) you have completed your office level loan origination platform implementation. Subject to these conditions, you must open and operate the Office within 180 days after the date on which the Franchise Agreement is executed. (Franchise Agreement – Section 3.A.)

### Education

If this is your first Motto Office, then before the Office opens for business, Motto will provide to you or your office manager that you designate, and one additional person, an education program (***“Initial Education”*** or ***“Initial Education Program”***) about operating a Motto Office. Motto will provide you approximately 21 hours of education. Motto will use various instructional materials as we conduct the Initial Education Program. If you cannot complete initial education to our satisfaction, Motto may terminate the Franchise Agreement. (Franchise Agreement – Sections 8.G., 9.A. and 13.B.) You must complete required education within 60 days after the Agreement Date.



The Initial Education Program for up to 2 attendees is provided at no additional charge. Only those persons appropriately reflected in our records as being affiliated with your Office may accompany you. (Nonvoting shareholders with less than a certain ownership percentage threshold are not included in our records). Additional attendees beyond those Motto requires may attend Initial Education at our then current fee, which we estimate to be \$0 to \$500.

Motto offers live educational opportunities at regional and national events. These events cover various topics and are offered as hourly or daily sessions. The cost of registration for these events ranges from \$0 to \$10,000; your access to educational events will sometimes be included within a comprehensive event registration fee. We also offer live educational engagements (including through in person education or webinars) that cover various intensive/advanced topics, including origination, mortgage marketing, and workflow automation. These educational engagements are offered for periods of 1 to 5 days and are charged on a time basis in amounts ranging from \$1,000 to \$10,000 plus travel expenses.

You will be responsible for all travel, meal, lodging, and entertainment expenses you or anyone else from the Office incurs for any education that is required (including Initial Education) or for any education that is optional education, wherever such education is conducted. (Franchise Agreement – Section 8.G.)

Motto conducts the Initial Education Program on a monthly basis and, as of the Issuance Date of this disclosure document, the Initial Education Program is conducted in person at our location in Denver, Colorado. Our Initial Education Program may be conducted in the future at another location we designate (including, if circumstances warrant and in our sole discretion, online education via web conferencing or webinar). Initial Education will occur after you sign the Franchise Agreement and while you are developing the Office. You must complete Initial Education to our satisfaction before you may open and begin operating your Office.

As of the date this disclosure document was issued, our Initial Education Program consists of the following:

**INITIAL EDUCATION PROGRAM**

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction/Value Proposition, Network Statistics, Mortgage Knowledge, Opening Activities, Licensing, Approved Supplier Program, Awards & Recognition, Profitability	5	0	Denver, Colorado
Compliance Management Systems, Compliance/Regulatory Training, Processing & wemlo, Educational Opportunities, Data Privacy and Security, Motto Technology Tour, Branding and Marketing, Introduction to Wholesalers	8	0	Denver, Colorado
Loan Products, Channel Comparison & Office Structure, LO Compensation and Compliance, Recruiting/Retention, LO Onboarding	4.5	0	Denver, Colorado

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-The-Job Training</b>	<b>Location</b>
Pipeline Management and workflow overview	1.25	0	Online, self-paced courses
Lead Generation	0.25	0	Online, self-paced courses
Mortgage Knowledge	0.5	0	Online, self-paced courses
Personality and Mission, Vision, Values and Belief	1.5	0	Online, self-paced courses
Total	21	0	Denver, Colorado

**LBS EDUCATION PROGRAM**

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-The-Job Training</b>	<b>Location</b>
Getting Started with wemlo LBS (Learning Paths/ Self-Paced Courses by role) including Overview, navigation and loan origination process:			Online, self-paced courses
<ul style="list-style-type: none"> <li>wemlo LBS for Broker Owners/ Operations Managers</li> </ul>	1.0	0	Online, self-paced course
<ul style="list-style-type: none"> <li>wemlo LBS for Loan Originators</li> </ul>	2.5	0	Online, self-paced course
<ul style="list-style-type: none"> <li>wemlo LBS for Processors</li> </ul>	1.0	0	Online, self-paced course

Motto will provide you with Office Materials addressing such topics as Motto Franchising, LLC systems and services; office set-up; and fiscal management. Some of the materials may be provided in the form of a workbook or handbook and some will be provided to you electronically, for instance, via a flash drive or web access. Other than materials of general usage, you will be entitled to use the materials and forms distributed on a loan basis only. You will be required to return the materials upon termination or expiration of the Franchise Agreement.

All classroom education will be facilitated by Ward Morrison and Adam Sartin, as well as a series of guest presenters.

Motto’s President and CEO, Ward Morrison, and our Vice President, Franchise Growth and Development, Adam Sartin, will conduct the Initial Education Program and have responsibility for our

education staff, consisting of sales and marketing staff, franchise service personnel and third-party contractors. Mr. Morrison has over 10 years' experience in the mortgage industry, including experience with Motto since he became our President in September 2016, and in his role as our President and CEO. Mr. Sartin has 12 years' experience in the franchise and real estate industries. He became our Vice President in February 2023. Motto's education staff also includes Kelly Gill, our Senior Vice President, Marketing and Advertising, and Kathy Jenkins, our Director, Education. Ms. Gill has over 21 years of marketing experience, including 17 years in the mortgage industry and her experience with Motto as Brand Director and Vice President, and in her current role as Senior Vice President, Marketing and Advertising Mortgage Services. Ms. Jenkins has 14 years' experience in mortgage education, including 3 years with Motto as an education manager and director.

In addition, Motto currently uses independent contractors to assist us with education, including Andrew Conner, a Certified Mortgage Professional with 23 years' experience in the mortgage industry and President of Financial Planning Tools & Services, LLC, a personal financial & business consulting Company; and David Luna, President of Mortgage Educators and Compliance, a mortgage education company. Mr. Luna has 38 years of experience in the mortgage lending industry and began providing education for Motto in 2021.

In addition, different guest speakers may make appearances at the education program to provide information about various services and programs offered by Motto Franchising, LLC. For example, some speakers may be existing franchisees, representatives of approved suppliers or Listed Mortgage Wholesalers, or other industry experts.

You (or your manager) and/or other experienced employees who have previously attended our education program will be required to attend and complete to our satisfaction various education courses that Motto periodically provides. Motto may determine in its sole discretion to provide any and all education either online or in-person (including any education we refer to as "classroom education") at the times and locations we designate. In addition to attending these courses, you may be required to attend an annual national meeting of all Motto Office franchise owners at a location we designate. You will be responsible for all travel, meal, lodging, and entertainment expenses you or anyone else from the Office incurs in connection with attending these online and in-person courses and meetings.

As of the Issuance Date of this disclosure document, Motto requires learning paths for wemlo LBS. We also periodically offer other loan originator education, at the times and locations we designate. Motto recommends but does not require that your loan originators complete these initial education programs provided by us; however, we may require that certain specialized or refresher education be completed as we deem necessary or appropriate from time to time. Loan Originators must complete education programs provided by third parties that are required to obtain or maintain a loan originator license. You will be responsible for all travel, meal, lodging, and entertainment expenses you or anyone else from the Office incurs in connection with you, your loan originators and employees attending these education programs.

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## Item 12

### TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that Motto owns, or from other channels of distribution or competitive brands that Motto controls.

You will be granted the right to operate the Office at a specific address-only location that first must be approved by Motto. You may not relocate the Office without Motto's prior written consent. The Franchise Agreement will not give you any right of first refusal, option, or any other right to purchase, acquire, or open any additional Motto franchises, branch offices, or extensions of the Office.

As of the Issuance Date of this disclosure document, Motto has no plans to operate a Motto Office or own a mortgage brokerage business that offers services to the public. However, we may establish other franchised outlets that may compete with your location. Motto retains all rights to develop, locate, and operate, and to grant others the right to develop, locate, and operate, mortgage brokerage offices under another trademark or service mark or any other business under the Marks or under any other trademark or service mark or to engage in any other business activity anywhere, even if such Motto office or other office has an adverse impact on your business.

Motto and our affiliates retain all rights with respect to Motto Offices, the Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire, including:

(1) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering similar or dissimilar products and services under the Marks and on any terms and conditions we deem appropriate;

(2) the right to operate, and to grant others the right to operate, Motto Offices located anywhere under any terms and conditions we deem appropriate and regardless of proximity to the Office;

(3) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided by Motto Offices, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; and

(4) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided by Motto Offices, or by another business, even if such business operates franchises and/or licenses competitive businesses.

Motto also reserves the right to use alternative channels of distribution, including the Internet, telemarketing, and other direct marketing in any area or location, and you do not have the right to do so except as approved by us. Motto does not have to pay you any compensation for doing so or for exercising any of our retained rights.

Provided you obtain Motto's consent to expand, and each applicable state law permits operation as a virtual (no physical presence) office, you may do business virtually in 2 states under each Motto franchise agreement in addition to the state in which you first operate your Motto Mortgage business. Washington, D.C. will not count in determining the limit of 2 states in which you may do business virtually, but you must obtain all necessary licenses, comply with any other applicable law/requirements and pay fees required

by your franchise agreement if you wish to do business there. Motto understands that currently Arizona, Hawaii, Missouri and Nevada may not allow a virtual (no physical presence) office. You must contact your legal advisors to determine in which states a virtual office is allowed. You should be aware that state licensing requirements are subject to change at any time. For each additional state in which you plan to expand you must first obtain our written consent to expansion and the proper license in the specific location or state requested. Motto grants consent to expand in its sole discretion and may consider factors such as whether you are in good standing and whether all your office equipment and software is up to date. There are no restrictions on your right to solicit or accept loan applications from consumers in the states in which you operate. You will be expected to meet high standards of service and professionalism reflective of the goodwill and respect enjoyed by the Motto name and organization. These expectations can be met by limiting your mortgage broker services to market areas where you can serve customers and clients directly and personally and where you have the greatest knowledge of local conditions, infrastructures, community history, and the housing/mortgage market.

### Branch Offices

Motto may grant you the right to establish one or more Branch office locations (“Branch Offices”) to accommodate your expansion to additional physical office(s) or to add a virtual office in a state beyond the 2 additional states allowed in your franchise agreement, provided that you shall not then, or at any time thereafter prior to the opening of such Branch Office, be in default of any of your obligations arising under the Franchise Agreement, and subject to the additional conditions set forth below. You will be required to sign the Branch Office Amendment (attached as Exhibit A-9 for each Branch Office you establish).

Permission to establish a Branch Office shall be within Motto’s sole and absolute discretion. Factors we will consider in determining whether to grant you the right to establish a Branch Office include, without limitation, the location of the proposed Branch Office, population growth and the overall market share enjoyed by the Motto Network in the area of the proposed Branch Office, and other market conditions that may affect the desirability of establishing a Branch Office. You will be required to pay a Branch Office Initial Fee of \$2,500 (see Item 5), plus a monthly ongoing Branch Office Royalty Fee of \$1,550 and monthly Branch Marketing Fund fee of \$350. In addition, each Branch Office must pay a Loan Originator Fee of \$250 per month per Branch Loan Originator, as described in Item 6.

If you are renewing an existing Branch Office (also known as a Branchise), you will be required to sign the Branch Office Amendment (attached as Exhibit A-9) and pay a Branch Office renewal fee of \$1,000, plus all ongoing Branch Office fees for each Branch Office that you renew (see Item 6). Each Branch Office must be located at a site approved by Motto Franchising, LLC. Each Branch Office shall operate as a part of the Office (i.e., as a branch of the Office operating under and as a part of the same ownership as the Office), shall operate under the same name as the Office, and, except as otherwise provided in the Franchise Agreement, shall comply with and be subject in every respect to all of the terms, conditions, provisions and restrictions of the Franchise Agreement as are applicable to the Office. Motto Franchising, LLC is not under any obligation to provide Branch Offices any of the services and benefits made available to the Office although Motto Franchising, LLC may, in its sole and absolute discretion, provide some services and benefits to Branch Offices.

Branch Offices shall be “address only” locations and therefore shall have no protected area or territorial exclusivity whatsoever.

If you are operating a Branch Office and wish to continue operating it upon renewal of your franchise relationship, you will also be required to sign the Branch Office Amendment (attached as Exhibit A-9).





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

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**Item 13**

**TRADEMARKS**

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

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>DATE FILED</b>	<b>DATE ISSUED</b>
MOTTO	5,199,317	September 30, 2016	May 9, 2017
	5,199,983	October 12, 2016	May 9, 2017
	5,199,984	October 12, 2016	May 9, 2017
	5,896,770	April 25, 2019	October 29, 2019
	5,896,782	April 25, 2019	October 29, 2019

All of these Principal Marks, which cover mortgage brokerage services, are registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”). No renewal filings are yet due in connection with these registrations. As of the Issuance Date of this disclosure document all affidavits required to maintain these registrations have been filed with the USPTO. There are no agreements that limit our right to use or license the Marks. If Motto’s right to use the Principal Marks is challenged, we may require you to change to substitute trademarks, which may increase your expenses.

You will be required to follow Motto’s rules when you use the Marks. You will not be permitted to use any Mark as part of your corporate or legal business name or with any modifying words, designs or symbols. You will not be permitted to use any Mark in connection with the performance of any unauthorized services or the sale of any unauthorized products or in any other manner Motto has not expressly authorized in writing.

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

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

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

Motto is not obligated by the Franchise Agreement to protect your right to use the Marks or to protect you (by way of indemnification or otherwise) against infringement or unfair competition claims arising from your use of the Marks. However, Motto intends to take whatever action it deems necessary to protect its rights in the Marks and its right to set standards to govern use of the Marks by Motto offices.

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

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## Item 14

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

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

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

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

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

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

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

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

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials nor are there any infringing uses actually known to Motto that could materially affect a franchisee's use of the copyrighted materials in any state. Further, there are no agreements currently in effect that significantly limit Motto's right to use or authorize franchisees to use the copyrighted materials. Motto is not required by any agreement to protect or defend

copyrights or confidential information, although it intends to do so when this action is in the best interests of the Motto System.

## Item 15

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

You will be required to operate the Office in accordance with the provisions of the Franchise Agreement, to perform all obligations contained in the Franchise Agreement and to continuously exert your best efforts to promote and enhance the business of the Office for the term of the Franchise Agreement. You will not be permitted to engage in any other mortgage brokerage business or other business or enterprise that may be in competition with Motto.

You must maintain a competent, conscientious, trained staff, including a fully trained, full-time manager (which may be you or, if you are an entity, your owner), who will be responsible for direct supervision of the Office and who must at all times hold such licenses as may be required under applicable law to perform the Services. Your full-time manager must sign the Trademark and Post-Termination/Other Obligations Acknowledgement described below. The Office must be staffed with at least 1 full time licensed loan originator. For any additional loan originator beyond 3 loan originators that you work with you must notify us and pay the additional fees required. Your manager must devote sufficient time and efforts to the management and supervision of the Office. You must at all times faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance the Office. System standards may regulate loan originator qualifications. Your manager must attend and complete to our satisfaction Initial Education and other various education courses that we periodically provide.

You must require your manager and loan originators to agree in writing (i) not to encourage or induce: (a) a mortgage wholesaler or lender to discontinue its business relationship with you, your affiliates or other Motto franchisees or (b) any customer to discontinue its relationship with you or your affiliates and (ii) to comply with obligations regarding our Marks. The current form of the agreement regarding our Marks, the Trademark and Post-Termination/Other Obligations Acknowledgement, will be attached to the Franchise Agreement as Exhibit B and Motto will be a third-party beneficiary of that agreement with independent enforcement rights.

You, or if you are a corporation, partnership, limited liability company, or other business entity, each of your owners, will not only be required to personally guarantee your obligations under the Franchise Agreement but must also agree to be personally bound by, and personally liable for, the breach of every provision of the Franchise Agreement, including monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. If you are a corporation, partnership, limited liability company or other business entity, and you, in turn, are owned by another business entity or entities, each owner of that business entity or those business entities must also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, including monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. This “Guaranty and Assumption of Obligations” is attached to the Franchise Agreement, which is Exhibit A to this disclosure document.

## Item 16

### RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may operate your Office only at the approved location. You may only perform “*Permitted Mortgage Services*,” which, as defined in the Franchise Agreement, means activities directly related to the business of solicitation and processing of mortgage loan applications and the origination of loans secured by real estate (collectively, the “*Services*”). The Services you may perform expressly exclude making, issuing, selling, or funding mortgage loans, as well as offering or performing credit repair or credit reporting services or any real estate related services or activities, including real estate brokerage services, title insurance, title agency or title searches, insurance brokerage or other insurance related services or products, escrow, settlements or appraisal services and home inspection services. Subject to the restrictions in the Franchise Agreement (Franchise Agreement Subsection 5.F.), you may perform these or other non-mortgage related or ancillary services, provided you: (i) obtain our prior written consent; (ii) do not use the System or the Marks in connection with the non-mortgage related or ancillary services or businesses; (iii) properly segregate the operations of any of these services or businesses from the operation of the Office; and (iv) are in full compliance with the Franchise Agreement and all applicable laws, ordinances and regulations.

The Office must be segregated from the Existing Business operating at the Premises and capable of being locked and secured. Our System standards may describe recommended settlement service fees you receive or pay to an affiliate or third party, equipment, materials, supplies and products; and discouraged services, products, equipment, materials, and supplies. They may also describe the characteristics of appropriate Mortgage Wholesalers.

You may hire or retain up to 3 loan originators to assist you with the provision of the Services to customers; hiring additional loan originators requires prior written notice to us. The loan originators you hire or retain must at all times have a valid license to perform the Services and must complete education satisfactory to us, whether provided by us or a third party, before providing the Services to your customers.

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**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.**

<b>PROVISION</b>	<b>SECTION IN FRANCHISE OR OTHER AGREEMENT</b>	<b>SUMMARY</b>
a. Length of the franchise term	Subsection 2.A of Franchise Agreement  Section 9 of Branch Office Amendment to the Franchise Agreement	7-year term beginning on the Agreement Date.  The Branch Office Amendment will terminate upon the date of transfer, termination, abandonment, or expiration of the franchise agreement for the “Office” identified in the Branch Office Amendment.
b. Renewal or extension of the term	Subsection 2.E of Franchise Agreement and Renewal Addendum  Section 10 of Branch Office Amendment to the Franchise Agreement	If you meet the requirements for renewal, you may renew your franchise relationship for a 5-year term by satisfying our renewal conditions and signing our then current form of Franchise Agreement (which may have materially different terms and conditions than your original Franchise Agreement).  For a Branch Office, Motto may permit you, in our discretion to renew and continue operation of your Branch Office if you satisfy our renewal conditions and sign our then current form of Branch Office Amendment to the Franchise Agreement (which may have materially different terms and conditions than your original Branch Office Amendment); renewal is conditioned on continuation of the Branch Office concept, which may be modified, amended or discontinued at any time.
c. Requirements for franchisee to renew or extend	Subsection 2.E of Franchise Agreement and Renewal Addendum  Section 10 of Branch Office Amendment to the Franchise Agreement	You can renew the franchise relationship if: <ul style="list-style-type: none"> <li>• you have complied with the terms of the Franchise Agreement;</li> <li>• you have exercised diligence in developing your Office during the term in a manner acceptable to us;</li> <li>• you sign a form authorizing Motto to obtain a consumer report and conduct a credit and background check;</li> </ul>

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		<ul style="list-style-type: none"> <li>• you provide us with a copy of your current financial statement;</li> <li>• you meet our then current subjective and objective standards for new franchisees;</li> <li>• you provide written notice of election to renew at least 6 months prior to the expiration of the Franchise Agreement;</li> <li>• you complete required education courses;</li> <li>• you sign the then current form of Franchise Agreement, including the then current form of renewal addendum (both of which may have materially different and less favorable terms and conditions from your Franchise Agreement) at least 90 days prior to the expiration of the Franchise Agreement and</li> <li>• you pay the renewal fee at least 90 days prior to the expiration of the Franchise Agreement</li> </ul> <p>You can renew your Branch Office if:</p> <ul style="list-style-type: none"> <li>• at least 90 days prior to the expiration of the term of the Branch Office Amendment to Franchise Agreement you pay the Branch Office renewal fee and you sign the then current form of Branch Office Amendment to the Franchise Agreement (which may have materially different and less favorable terms and conditions from your original Amendment); and</li> <li>• Motto has continued the Branch Office concept</li> </ul>
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 13 of Franchise Agreement  Section 9 of Branch Office Amendment to the Franchise Agreement	Motto can terminate your franchise if you or your owners commit any of the violations listed in Section 13.  Motto may terminate your Branch Office Amendment to the Franchise Agreement if you commit any of the violations listed in Section 9.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
g. "Cause" defined - curable defaults	<p>Subsections 13.C and 13.D of Franchise Agreement</p> <p>Subsections 9.A and 9.B of Branch Office Amendment to the Franchise Agreement</p>	<p>You have 10 days to cure payment defaults (including default under promissory note) as well as records and reporting requirement defaults.</p> <p>You have 30 days to cure insurance requirement defaults and other defaults, whether or not specifically listed in Section 13.</p> <p>Under the Branch Office Amendment to the Franchise Agreement you have 10 days to cure payment defaults and 30 days to cure non-monetary defaults.</p>
h. "Cause" defined - non-curable defaults	<p>Subsections 2.A, 12.E, and 13.B of Franchise Agreement</p> <p>Section 9 of Branch Office Amendment to the Franchise Agreement</p>	<p>Non-curable defaults include:</p> <ul style="list-style-type: none"> <li>• misrepresentation on application, in the Ownership and Management Information forms (Exhibit A to Franchise Agreement) or in financial information;</li> <li>• failure to secure an approved location for your Office and failure to open the Office within 180 days of the Franchise Agreement execution date;</li> <li>• failure to satisfactorily complete mandatory education;</li> <li>• failure to obtain and maintain a valid mortgage broker license, or such other license as may be required under applicable law to perform the Services;</li> <li>• failure to employ sufficient staff, including at least one loan originator;</li> <li>• abandonment or loss of right to occupy Office premises;</li> <li>• unapproved transfers;</li> <li>• conviction of a crime;</li> <li>• dishonest or unethical conduct;</li> <li>• failure to timely comply with a notice of noncompliance from any federal, state or local agency;</li> <li>• you make a representation or warranty on our behalf that has not been specifically authorized in writing by us;</li> <li>• you or your Owners knowingly make any unauthorized use or disclosure of any part of the Office Materials or any other Confidential Information;</li> </ul>

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		<ul style="list-style-type: none"> <li>• you violate any law, or regulation governing mortgage lending or the operation of the Office;</li> <li>• you interfere with our rights or refuse to permit us to inspect the Premises or videotape its operation;</li> <li>• you fail to pay us (or our affiliates) any amounts due and you do not correct the failure within 10 days after we deliver written notice of that failure to you;</li> <li>• you or your manager(s), spouses or domestic partners, during the Term, become an officer, director, shareholder, member, licensee, partner or manager of, or otherwise directly or indirectly operate, manage, own or have any ownership interest in any business that negotiates or arranges mortgage loans or that makes, funds, or issues mortgage loans (a <i>“Mortgage Company”</i>);</li> <li>• 3 or more defaults within any 12 consecutive month time period or 2 or more repeated defaults within any 6 consecutive month time period (in either case, regardless of whether the defaults happen at the same time or at different times, and even if cured);</li> <li>• bankruptcy; an assignment for the benefit of creditors or an appointment of a trustee or receiver;</li> <li>• violation of the US Foreign Corrupt Practices Act or any law of similar effect or nature;</li> <li>• you knowingly maintain false books or records, or submit any false reports to us;</li> <li>• you interfere with our right or refuse to permit us to inspect the Office's books, records, or accounts upon request;</li> <li>• a Mortgage Wholesaler refuses to fund mortgages with you or your Office, or you submit or transfer a mortgage application to any Mortgage Wholesaler or other party not approved by us;</li> <li>• you or any of your Owners, employees or loan processors misuse or make unauthorized use of the Computer System for the Office;</li> </ul>

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		<ul style="list-style-type: none"> <li>• you (or any of your owners) fail to report to us all closed transactions, the names of all loan originators or any representatives of your Office for any month, and you do not correct the failure within 10 days after we deliver written notice of that failure to you;</li> <li>• failure to timely cure a default of any other franchise or other agreement between you and us or any of our affiliates; or</li> <li>• failure to timely appoint a manager or dispose of an ownership interest in event of your or a principal owner’s death, incompetency, or permanent disability</li> </ul> <p>Under the Branch Office Amendment to the Franchise Agreement the Branch Office shall terminate upon the transfer, termination or expiration of the Franchise Agreement for the Office.</p>
i. Franchisee’s obligations on termination/nonrenewal	Subsection 6.G and Section 14 of Franchise Agreement	Obligations include payment of lost future revenue and outstanding amounts, complete de-identification and returning confidential information (also see (r) below).
j. Assignment of contract by franchisor	Subsection 12.A of Franchise Agreement	No restriction on Motto’s right to assign.
k. “Transfer” by franchisee – defined	Subsection 12.B of Franchise Agreement and Transfer Addendum	Includes any assignment, transfer, or encumbrance of Franchise Agreement or assets or ownership interest.
l. Franchisor approval of transfer by franchisee	Subsection 12.B of Franchise Agreement and Transfer Addendum	Motto has the right to approve all transfers; no transfer without Motto’s prior written consent.



PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
<p>m. Conditions for franchisor approval of transfer</p>	<p>Subsections 8.E and 12.D of Franchise Agreement</p> <p>Section 11 of the Branch Office Amendment to the Franchise Agreement</p>	<p>Motto will not unreasonably withhold approval of transfers. Motto may require that any or all of the following conditions be met for transfers of controlling interests in you and transfers of Franchise Agreement or assets:</p> <ul style="list-style-type: none"> <li>• transferee (i) has a valid mortgage broker license or other license required by law; (ii) employs at least 1 licensed loan originator; and (iii) has sufficient business experience, and other requirements to operate the Office;</li> <li>• you pay all amounts due including the entire unpaid balance of any promissory note;</li> <li>• at least 30 days prior to the date of the proposed transfer, you submit the relevant documents we require, including the purchase and sale agreement;</li> <li>• you have complied with Franchise Agreement and other agreements with us;</li> <li>• transferee and its owners do not have an interest in a Competitive Business;</li> <li>• transferee(s) meet our subjective and objective standards for new franchisees and sign a form authorizing us to obtain a consumer report and conduct a credit and background check;</li> <li>• compensation paid is reasonably related to value of interest transferred;</li> <li>• transferee(s) are qualified individuals and complete required education;</li> <li>• lease for Office is assigned, and if required, landlord consents to the assignment;</li> <li>• any applicable agency/authority approves the transfer;</li> <li>• you submit the relevant documents that we require, sign the then current form of franchise agreement and related agreements;</li> <li>• you pay us a transfer fee equal to \$2,500 and any amounts deemed necessary by us to cover any additional costs such as administrative and legal expenses;</li> <li>• you and your owners sign a transfer agreement which may include post-transfer non-competition restrictions for</li> </ul>

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		<p>you and all or some of your Owners for what would have been, absent such transfer, the then-remaining term of the franchise agreement, and sign a full general release in a form approved by us;</p> <ul style="list-style-type: none"> <li>• we determine purchase price and payment terms will not adversely affect operation of Office;</li> <li>• transferee(s) sign then current form of Franchise Agreement, Transfer Addendum, Guaranty, and any other required documents;</li> <li>• for 2 years you and transferring owners will not engage in competition, as defined, or improperly identify with or use Motto’s Marks;</li> <li>• you and your transferring Owners will not improperly use Motto’s Marks or engage in similar actions; and</li> <li>• 3-year extended reporting period endorsement on the errors and omissions insurance has been purchased (also see (r) below)</li> </ul> <p>The rights granted under the Branch Office Amendment to the Franchise Agreement may be transferred provided the Branch Office is converted to a full franchise prior to transfer and all conditions to transfer set forth in the franchise agreement are met, including payment of the transfer fee.</p>
n. Franchisor’s right of first refusal to acquire franchisee’s business	Not Applicable	Not Applicable
o. Franchisor’s option to purchase franchisee’s business	Not Applicable	Not Applicable

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
p. Death or disability of franchisee	Subsection 12.E of Franchise Agreement	Upon your or a principal owner's death or permanent disability, your or such owner's interest must be sold or transferred to an approved person within 6 months, or with 60 days prior written notice, the Office may be closed if any outstanding fees have been paid in full.
q. Non-competition covenants during the term of the franchise	Subsection 5.F of Franchise Agreement	Neither you (nor, if you are an entity, your owners), nor your spouse or domestic partner, your children, or your manager(s), will, during the Term become an officer, director, shareholder, member, licensee, partner or manager of, or otherwise directly or indirectly operate, manage, own or have any ownership interest in a Mortgage Company; provided, however, that Motto may waive or make an exception to this provision in certain cases if we expressly grant our prior written consent, which Motto may grant or deny in its sole discretion.
r. Non-competition covenants after the franchise is terminated or expires	Subsection 14.H of Franchise Agreement	Upon early termination, franchise agreement expiration without renewal after you provided notice of intent to renew, or abandonment of the Office, for 1 year no direct or indirect ownership interest in, or management role in any business that competes with Motto Franchising, LLC. In addition, upon termination (whether or not an early termination) or expiration of the franchise agreement (i) for 1 year no direct or indirect ownership interest in, or management role in any Mortgage Company operating at or within 5 miles of the Premises; and (ii) for 6 months no direct or indirect ownership interest in, or management role at any Mortgage Company that offers loans or loan-related services to consumers in any metropolitan or micropolitan statistical area where you conducted business as a franchisee, where the loans are made by or sold or assigned to any lender that is a Designated Mortgage Wholesaler at the time of termination or expiration.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
s. Modification of the agreement	Subsection 15.M of Franchise Agreement  Section 14 of the Branch Office Amendment to the Franchise Agreement	No modifications to the Franchise Agreement unless in writing and signed by all parties to the Franchise Agreement. The Brand Standards Manual is subject to change at Motto's discretion to the extent necessary to protect the Motto Marks and goodwill.  No modifications of the Branch Office Amendment to the Franchise Agreement unless in writing and signed by the parties.
t. Integration/merger clause	Subsection 15.Y of Franchise Agreement	Nothing in the Franchise Agreement is intended to disclaim anything contained in this disclosure document. The Franchise Agreement (including the Office Materials) supersedes any previous agreements and contains the entire agreement (subject to state law). No other representations, understandings or promises are binding.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	Section 15.K. of Franchise Agreement	Litigation must be in Colorado (subject to state law).
w. Choice of law	Section 15.K. of Franchise Agreement	Except for federal law, Colorado law governs (subject to state law).

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## **Item 18**

### **PUBLIC FIGURES**

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

## **Item 19**

### **FINANCIAL PERFORMANCE REPRESENTATIONS**

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

Motto does not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Ward Morrison, President and Chief Executive Officer, 5075 South Syracuse Street, Denver, Colorado, 80237-2712, (866) 668-8649, the Federal Trade Commission, and the appropriate state regulatory agencies.

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**Item 20**

**OUTLETS AND FRANCHISEE INFORMATION**

**Table 1**

**Systemwide Outlet Summary  
For Years 2021 to 2023  
and for period January 1, 2024 through March 31, 2024\***

<b>Column 1 Outlet Type</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at the Start of the Year</b>	<b>Column 4 Outlets at the End of the Year</b>	<b>Column 5 Net Change</b>
Franchised	2021	146	192	+46 <sub>1</sub>
	2022	192	234	+42 <sub>1</sub>
	2023	234	249	+15 <sub>1</sub>
	*2024	249	246	-3 <sub>1</sub>
Company Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
	*2024	0	0	0
<b>Total Outlets</b>	2021	146	192	+46 <sub>1</sub>
	2022	192	234	+42 <sub>1</sub>
	2023	234	249	+15 <sub>1</sub>
	*2024	249	246	-3 <sub>1</sub>

<sub>1</sub> Includes one Branchise office located in Colorado, one in Iowa and one in Maryland.

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**Table 2**

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)  
For Years 2021 to 2023  
and for period January 1, 2024 through March 31, 2024\***

<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Number of Transfers</b>
Arkansas	2021	1
	2022	0
	2023	0
	*2024	0
California	2021	0
	2022	2
	2023	0
	*2024	0
Colorado	2021	1
	2022	1
	2023	0
	*2024	0
Florida	2021	1
	2022	0
	2023	1
	*2024	0
Georgia	2021	0
	2022	1
	2023	0
	*2024	1
Illinois	2021	0
	2022	1
	2023	0
	*2024	0
Indiana	2021	0
	2022	1
	2023	0
	*2024	0
Missouri	2021	1
	2022	0
	2023	0
	*2024	0
Mississippi	2021	0
	2022	0
	2023	1
	*2024	0

<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Number of Transfers</b>
New Jersey	2021	1
	2022	0
	2023	0
	*2024	0
New Mexico	2021	0
	2022	1
	2023	1
	*2024	0
Pennsylvania	2021	0
	2022	0
	2023	1
	*2024	0
Tennessee	2021	0
	2022	0
	2023	0
	*2024	1
Texas	2021	1
	2022	1
	2023	1
	*2024	0
Washington	2021	0
	2022	0
	2023	4
	*2024	0
<b>Totals</b>	2021	6
	2022	7
	2023	9
	*2024	2

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**Table 3**

**Status of Franchised Outlets  
For Years 2021 to 2023  
and for period January 1, 2024 through March 31, 2024\***

<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at Start of Year</b>	<b>Column 4 Outlets Opened</b>	<b>Column 5 Terminations</b>	<b>Column 6 Non- renewals</b>	<b>Column 7 Reacquired by Franchisor</b>	<b>Column 8 Ceased Operations - Other Reasons</b>	<b>Column 9 Outlets at the End of the Year</b>
Alabama	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	*2024	2	0	0	0	0	0	2
Alaska	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	1	1
	2023	1	0	0	0	0	0	1
	*2024	1	0	0	0	0	0	1
Arkansas	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	1	3
	2023	3	0	0	0	0	0	3
	*2024	3	0	0	0	0	0	3
Arizona	2021	2	1	0	0	0	0	3
	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	1	3
	*2024	3	0	0	0	0	0	3
California	2021	2	5	0	0	0	0	7
	2022	7	5	0	0	0	0	12
	2023	12	3	0	0	0	0	15
	*2024	15	0	0	1	0	0	14
Colorado	2021	5	3	0	0	0	0	8
	2022	8	1	0	0	0	2	7
	2023	7	1	0	0	0	0	8
	*2024	8	0	0	0	0	1	7
Delaware	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	*2024	1	0	0	0	0	0	1

**Table 3**

**Status of Franchised Outlets  
For Years 2021 to 2023  
and for period January 1, 2024 through March 31, 2024\***

<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at Start of Year</b>	<b>Column 4 Outlets Opened</b>	<b>Column 5 Terminations</b>	<b>Column 6 Non- renewals</b>	<b>Column 7 Reacquired by Franchisor</b>	<b>Column 8 Ceased Operations - Other Reasons</b>	<b>Column 9 Outlets at the End of the Year</b>
District of Columbia	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	*2024	2	0	0	0	0	0	2
Florida	2021	18	6	0	0	0	1	23
	2022	23	13	1	0	0	0	35
	2023	35	11	2	0	0	1	43
	*2024	43	2	0	0	0	0	45
Georgia	2021	9	5	0	0	0	0	14
	2022	14	1	0	0	0	1	14
	2023	14	2	1	0	0	1	14
	*2024	14	0	0	0	0	0	14
Hawaii	2021	1	2	0	0	0	1	2
	2022	2	2	0	0	0	1	3
	2023	3	0	0	0	0	0	3
	*2024	3	0	0	0	0	0	3
Idaho	2021	2	0	0	0	0	0	2
	2022	2	1	1	0	0	0	2
	2023	2	1	0	0	0	0	3
	*2024	3	0	0	0	0	0	3
Illinois	2021	6	2	0	0	0	0	8
	2022	8	3	0	0	0	0	11
	2023	11	0	0	0	0	0	11
	*2024	11	0	0	0	0	0	11
Indiana	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	1	0
	*2024	0	0	0	0	0	0	0

**Table 3**

**Status of Franchised Outlets  
For Years 2021 to 2023  
and for period January 1, 2024 through March 31, 2024\***

<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at Start of Year</b>	<b>Column 4 Outlets Opened</b>	<b>Column 5 Terminations</b>	<b>Column 6 Non- renewals</b>	<b>Column 7 Reacquired by Franchisor</b>	<b>Column 8 Ceased Operations - Other Reasons</b>	<b>Column 9 Outlets at the End of the Year</b>
Iowa	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	1	2
	*2024	2	0	0	0	0	0	2
Kansas	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	*2024	1	0	0	0	0	0	1
Kentucky	2021	4	1	0	0	0	0	5
	2022	5	1	0	0	0	0	6
	2023	6	0	0	0	0	1	5
	*2024	5	0	0	0	0	1	5
Louisiana	2021	3	1	1	0	0	0	3
	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	*2024	4	0	0	0	0	0	4
Maryland	2021	2	1	0	0	0	0	3
	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	1	3
	*2024	3	0	0	0	0	0	3
Massachusetts	2021	1	3	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	1	1	0	0	0	4
	*2024	4	0	0	0	0	0	4
Michigan	2021	6	0	0	0	0	2	4
	2022	4	0	1	0	0	0	3
	2023	3	1	2	0	0	0	2
	*2024	2	0	0	0	0	0	2

**Table 3**

**Status of Franchised Outlets  
For Years 2021 to 2023  
and for period January 1, 2024 through March 31, 2024\***

<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at Start of Year</b>	<b>Column 4 Outlets Opened</b>	<b>Column 5 Terminations</b>	<b>Column 6 Non- renewals</b>	<b>Column 7 Reacquired by Franchisor</b>	<b>Column 8 Ceased Operations - Other Reasons</b>	<b>Column 9 Outlets at the End of the Year</b>
Missouri	2021	3	0	0	0	0	0	3
	2022	3	2	0	0	0	0	5
	2023	5	0	1	0	0	0	4
	*2024	4	0	0	0	0	0	4
Mississippi	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	2	0	0	0	0	4
	*2024	4	0	0	0	0	0	4
Montana	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	*2024	1	0	0	0	0	0	1
Nebraska	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	*2024	1	0	0	0	0	0	1
New Jersey	2021	7	1	2	0	0	0	6
	2022	6	2	0	0	0	1	7
	2023	7	1	0	0	0	0	8
	*2024	8	0	0	0	0	0	8
New Mexico	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	*2024	1	0	0	0	0	0	1
Nevada	2021	3	2	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	1	1	0	0	0	5
	*2024	5	0	0	0	0	0	5

**Table 3**

**Status of Franchised Outlets  
For Years 2021 to 2023  
and for period January 1, 2024 through March 31, 2024\***

<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at Start of Year</b>	<b>Column 4 Outlets Opened</b>	<b>Column 5 Terminations</b>	<b>Column 6 Non- renewals</b>	<b>Column 7 Reacquired by Franchisor</b>	<b>Column 8 Ceased Operations - Other Reasons</b>	<b>Column 9 Outlets at the End of the Year</b>
North Carolina	2021	1	3	0	0	0	0	4
	2022	4	4	0	0	0	1	7
	2023	7	2	1	0	0	0	8
	*2024	8	0	0	0	0	0	8
Ohio	2021	7	3	0	0	0	0	10
	2022	10	2	0	0	0	1	11
	2023	11	0	0	1	0	1	9
	*2024	9	0	0	0	0	0	9
Oklahoma	2021	3	0	0	0	0	0	3
	2022	3	2	0	0	0	0	5
	2023	5	0	0	1	0	0	4
	*2024	4	0	1	0	0	0	3
Oregon	2021	2	2	0	0	0	0	4
	2022	4	0	0	0	0	1	3
	2023	3	0	0	0	0	0	3
	*2024	3	0	1	0	0	0	2
Pennsylvania	2021	7	3	0	0	0	0	10
	2022	10	1	1	0	0	1	9
	2023	9	1	0	0	0	1	9
	*2024	9	0	0	0	0	0	9
South Carolina	2021	3	1	0	0	0	0	4
	2022	4	3	0	0	0	0	7
	2023	7	2	0	0	0	2	7
	*2024	7	0	0	0	0	0	7
Tennessee	2021	6	1	1	0	0	1	5
	2022	5	1	0	0	0	0	6
	2023	6	0	0	0	0	1	5
	*2024	5	0	0	0	0	0	5

Table 3

**Status of Franchised Outlets  
For Years 2021 to 2023  
and for period January 1, 2024 through March 31, 2024\***

<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at Start of Year</b>	<b>Column 4 Outlets Opened</b>	<b>Column 5 Terminations</b>	<b>Column 6 Non- renewals</b>	<b>Column 7 Reacquired by Franchisor</b>	<b>Column 8 Ceased Operations - Other Reasons</b>	<b>Column 9 Outlets at the End of the Year</b>
Texas	2021	21	6	0	0	0	3	24
	2022	24	5	1	1	0	2	25
	2023	25	4	1	0	0	0	28
	*2024	28	0	0	1	0	0	27
Virginia	2021	3	1	0	0	0	1	3
	2022	3	2	0	0	0	0	5
	2023	5	2	0	0	0	0	7
	*2024	7	0	0	0	0	0	7
Washington	2021	5	3	0	0	0	0	8
	2022	8	2	0	0	0	1	9
	2023	9	4	0	0	0	1	10
	*2024	10	0	0	0	0	0	10
Wisconsin	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	*2024	1	1	0	0	0	0	2
West Virginia	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	*2024	1	0	0	0	0	0	1
Wyoming	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	*2024	2	0	0	0	0	0	2
<b>TOTALS</b>	2021	146	60	4	0	0	10	192
	2022	192	63	5	1	0	15	234
	2023	234	39	10	2	0	12	249
	*2024	249	3	2	2	0	2	246

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

\*\* Some totals may not reconcile with other numbers in Table 3 because postings for some events may overlap fiscal years and methods of data collection and postings may be updated or revised.

**Table 4**

**Status of Company-Owned Outlets  
For Years 2021 to 2023  
and for period January 1, 2024 through March 31, 2024\***

<b>Col. 1 State</b>	<b>Col. 2 Year</b>	<b>Col. 3 Outlets at Start of Year</b>	<b>Col. 4 Outlets Opened</b>	<b>Col. 5 Outlets Reacquired from Franchisee</b>	<b>Col. 6 Outlets Closed</b>	<b>Col. 7 Outlets Sold to Franchisee</b>	<b>Col. 8 Outlets at End of the Year/Period</b>
<b>All States</b>	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	*2024	0	0	0	0	0	0
<b>Totals</b>	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	*2024	0	0	0	0	0	0

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Table 5

**Projected Openings as of December 31, 2023  
and Franchise Agreements Signed but Outlet not yet Open as of March 31, 2024<sup>1</sup>**

<b>Column 1 State</b>	<b>Column 2 Franchise Agreements Signed But Outlet Not Opened</b>	<b>Column 3 Projected New Franchised Outlets in the Next Fiscal Year</b>	<b>Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year</b>
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	2	0
Arkansas	1	0	0
California	1	4	0
Colorado	0	2	0
Connecticut	1	0	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	3	10	0
Georgia	0	2	0
Hawaii	0	0	0
Idaho	0	1	0
Illinois	1	1	0
Indiana	1	1	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	1	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	1	0
Massachusetts	1	0	0
Michigan	1	1	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	2	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	1	0
New Hampshire	1	0	0
New Jersey	1	1	0
New Mexico	1	0	0
New York	0	0	0
North Carolina	1	2	0
North Dakota	1	0	0



**Table 5**

**Projected Openings as of December 31, 2023  
and Franchise Agreements Signed but Outlet not yet Open as of March 31, 2024<sup>1</sup>**

<b>Column 1 State</b>	<b>Column 2 Franchise Agreements Signed But Outlet Not Opened</b>	<b>Column 3 Projected New Franchised Outlets in the Next Fiscal Year</b>	<b>Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year</b>
Ohio	0	2	0
Oklahoma	0	0	0
Oregon	0	1	0
Pennsylvania	1	2	0
Rhode Island	0	0	0
South Carolina	0	2	0
South Dakota	0	0	0
Tennessee	1	1	0
Texas	1	6	0
Utah	2	0	0
Vermont	0	0	0
Virginia	0	2	0
Washington	0	2	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
<b>Total</b>	<b>20</b>	<b>50</b>	<b>0</b>

<sup>1</sup> These numbers are estimates only.

Exhibit D lists the name, business address and telephone number of each franchisee as of December 31, 2023 and for the period January 1, 2024 through March 31, 2024.

Exhibit E lists the name, city, and state, and the current business telephone number (or, if unknown, the last known telephone number) of every franchisee in the United States who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during our most recently completed fiscal year, and for the period January 1, 2024 through March 31, 2024, or who has not communicated with us within 10 weeks of the Issuance Date of this disclosure document. If you contact one of Motto’s franchisees, you should be aware that Motto pays referral fees to franchisees who refer a prospective franchisee to us if that franchisee signs a franchise agreement. Motto’s Referral Fee Program may be amended, modified, or discontinued at any time without notice. Franchisees who participate in the Program do not represent you or Motto and they are not authorized to speak on Motto’s behalf.

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

During the last three fiscal years some franchisees have signed agreements with Motto that include confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Motto Franchising, LLC. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

As of the Issuance Date of this disclosure document, there is one trademark-specific franchisee organization associated with the Motto franchise system which Motto Franchising, LLC created:

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

As of the Issuance Date of this disclosure document, there are no other trademark-specific franchisee organizations that were created, sponsored, or endorsed by Motto.

The following independent franchisee organizations have asked to be included in the disclosure document: None.

## **Item 21**

### **FINANCIAL STATEMENTS**

Attached to this disclosure document as Exhibit C are the audited financial statements of Motto Franchising, LLC, which are comprised of the consolidated balance sheets of Motto Franchising, LLC as of December 31, 2023 and 2022, and the related consolidated statements of loss, member's equity, and cash flows for each of the years in the three-year period ended December 31, 2023.

## **Item 22**

### **CONTRACTS**

The following agreements are exhibits attached to this disclosure document:

#### **EXHIBITS**

Exhibit A	Franchise Agreement (including Ownership and Management Information Forms, Trademark and Post-Termination/Other Obligations Acknowledgement and Guaranty and Assumption of Obligations)
Exhibit A-1	Form of Renewal Addendum – Address Only
Exhibit A-2	Form of Transfer Addendum
Exhibit A-3	Form of MyCOI Terms of Use
Exhibit A-4	Form of Motto Mortgage Email User Agreement
Exhibit A-5	Form of Motto Portal User Agreement
Exhibit A-6	Form of Motto Web Hosting User Agreement
Exhibit A-7	Form of MottoSwag User Agreement

Exhibit A-8	Form of Motto Spark User Agreement
Exhibit A-9	Form of Branch Office Amendment
Exhibit A-10	Form of Wemlo Processing Agreement
Exhibit A-11	Wemlo® LBS <sup>SM</sup> Agreement
Exhibit B	Form of Promissory Note
Exhibit G	Form of Franchisee Disclosure Questionnaire
Exhibit J	Form of Withdrawal Authorization Form (Automatic Bank Draft)

### **Item 23**

#### **RECEIPTS**

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

**EXHIBIT A**

**FRANCHISE AGREEMENT**

**MOTTO FRANCHISING, LLC**  
**FRANCHISE AGREEMENT**

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### EXHIBITS

EXHIBIT A	OWNERSHIP AND MANAGEMENT INFORMATION FORMS
EXHIBIT B	TRADEMARK AND POST-TERMINATION/OTHER OBLIGATIONS ACKNOWLEDGEMENT
EXHIBIT C	GUARANTY AND ASSUMPTION OF OBLIGATIONS



**MOTTO FRANCHISING, LLC**  
**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (this “*Agreement*” or “*Franchise Agreement*”) is effective as of \_\_\_\_\_, 20\_\_\_\_, (the “*Agreement Date*”). The parties to this Agreement are you, \_\_\_\_\_, as Franchise Owner, us, Motto Franchising, LLC, d/b/a Motto Mortgage, a Delaware limited liability company, and, if you are a partnership, corporation, limited liability company, or other business entity, your “*Owners*” (defined below.) This Agreement is for a Motto mortgage services office to be located [subject to approval of Motto Mortgage], at: \_\_\_\_\_ (the “*Premises*”) and operated under the trade name [subject to approval of Motto Mortgage], \_\_\_\_\_.

1. **INTRODUCTION.**

This Agreement has been written in an informal style to make it more easily readable and to be sure that you become thoroughly familiar with all of the important rights and obligations this Agreement covers before you sign it. In this Agreement, we refer to Motto Franchising, LLC as “*we*,” “*us*,” “*Motto Mortgage*,” or “*Motto Franchising, LLC*.” We refer to each franchisee who signs this Agreement as “*you*,” “*Franchise Owner*,” or “*Franchisee*.” We refer to as related parties (“*Related Parties*”) any entity that directly or indirectly is controlled by or under common control with Motto Franchising, LLC. If you are presently a corporation, partnership, limited liability company or other business entity (collectively “*Business Entity*”), or if you, as an individual or individuals, make a subsequent assignment or transfer of this Agreement to a Business Entity under Section 12 of this Agreement, you will notice certain provisions that are applicable to the individual owner(s) of the Business Entity. Depending on the type of Business Entity, these individual owners would be the shareholder(s), partner(s), member(s), or other individuals who have a legal or equitable ownership interest in, or who otherwise have the right to control, the Business Entity. We have relied on the qualifications, business skill, financial capability and personal character of these individual owners in entering into this Agreement with, or in permitting such assignment or transfer to, the Business Entity. These individual owners will be referred to in this Agreement as “*Owners*.” If you are a Business Entity that is owned, in whole or in part, by one or more other Business Entities (each a “*Parent Entity*”), reference to Owners in this Agreement also means the individual or individuals who own or who otherwise have a legal right to control, any Parent Entity. We refer to the licensed individuals you recruit and compensate to work with potential borrowers to help them find loans as “*Loan Originators*.”

Through the expenditure of considerable time, effort, and money, we have devised and promoted—and will continue to develop and modify—for the benefit of Motto franchisees (collectively, “*Motto Affiliates*”) a system (the “*System*” or “*Motto System*”) for the establishment of offices (“*Motto mortgage office*” or “*offices*”), offering high quality mortgage brokerage services (collectively, the “*Services*”), including the processing, originating, and solicitation of residential mortgage loan applications for the purchasing a residence or refinancing an existing residential mortgage.

These Services are provided under the names “Motto®” and “Motto® Mortgage,” the Motto Mortgage logos and icon, and certain other service marks, trademarks, trade dress, and other commercial symbols as Motto Franchising, LLC has developed or may develop, acquire, or license for Motto franchisees’ use from time to time (the “*Motto Marks*”) through a network of Motto franchisees (the “*Motto Network*”). The Motto System contains both mandatory elements and recommended practices that exist as a resource for you to control the manner and means of your independently owned and operated franchise business. Specifically, in addition to compliance with all of the terms of this Agreement, you must strictly adhere to the mandatory elements of the System. The mandatory elements of the System are set forth in the most current edition of *Motto Mortgage Brand Standards Trademarks and Usage* or its successor, and any supplemental brand standards provided to you by Motto Franchising, LLC, which are designed to protect the Motto Marks, the goodwill they reflect, and the reputation of the Motto Network and which may be amended from time to time (collectively, the “*Brand Standards Manual*”).

The distinguishing elements of the System include, but are not limited to:

- (1) Use and promotion of the Motto Marks;

- (2) Distinctive sales and promotional materials;
- (3) Access to technology;
- (4) Availability of standardized supplies and other materials used in Motto mortgage offices;
- (5) Access to centralized advertising and promotional services;
- (6) Recommended procedures for Motto mortgage offices to provide efficient, high quality and courteous services to the public; and
- (7) Recommended procedures for a standardized uniform system for the operation of a residential mortgage brokerage service office in accordance with ethical standards and policies.

Motto Franchising, LLC's core business is conducting and administering a franchise program and we own the right to franchise the operation of Motto mortgage offices under the Motto Marks and the System.

In addition to existing real estate brokerage businesses, you may engage in other businesses that offer ancillary services in addition to the Services provided by the Motto mortgage office, provided you comply with the requirements of Subsection 2.A(2) of this Agreement (each such real estate brokerage business and/or ancillary business is referred to as an "**Existing Business**"), and so long as any such business is operated in accordance with applicable law, including the Affiliated Business Arrangement ("**AFBA**") provisions of the Real Estate Settlement Procedures Act, 12. U.S.C. 2601 et. Seq. ("**RESPA**").

This Agreement is being presented to you because you have expressed interest in obtaining a franchise to operate a Motto mortgage office. In signing this Agreement, you acknowledge your understanding of the importance of our high standards of quality and service and the need to operate your Motto mortgage office in conformity with our standards and specifications. You represent to us, as an inducement to our entering into this Agreement with you, that there have been no misrepresentations to us, or material omissions, in this Agreement, in your application for the rights granted by this Agreement or in the financial and other information provided by you and your Owners.

## 2. **GRANT AND RENEWAL OF FRANCHISE.**

### A. **GRANT AND TERM OF FRANCHISE.**

#### (1) **Grant.**

Subject to the provisions of this Agreement, we grant to you a franchise (the "**Franchise**"), and you undertake the obligation, to establish and own a single Motto mortgage office (the "**Office**"), and to operate the Office for the entire Term of the Agreement, using the distinguishing characteristics of the System to be operated only at the Premises identified above, and only under the trade name identified on the first page of this Agreement, both of which must be approved in advance by Motto Franchising, LLC. You agree that the Office may not be relocated without our prior written approval. You acknowledge and represent that you have contacted the appropriate state regulatory agencies to confirm the availability of the portion of the trade name that does not include the Motto mark (the "**Non-Motto Trade Name Terms**"). You acknowledge and agree that (a) neither our approval, nor the approval of a state regulatory agency, of the Non-Motto Trade Name Terms constitutes an assurance, representation or warranty of any kind, express or implied, that a prior user of the Non-Motto Trade Name Terms does not exist or that a prior user will not assert rights in that name or those terms, whether in the state where the Premises is located or in any other location, and (b) you bear full responsibility for ensuring that the Non-Motto Trade Name Terms do not infringe a third party's rights.

If the location of the Premises has not been selected and has not been approved by Motto Franchising, LLC within 180 days of the Agreement Date, and you have not opened the Office within 180 days of the Agreement Date, it will be deemed to be a failure of a material condition precedent entitling us to terminate this Agreement without refund of the initial franchise fee. You acknowledge and agree that our approval of the location of the Premises does not constitute an assurance, representation or warranty of any kind, express

or implied, as to the suitability of the location for the Office or as to the profitability of a Motto office operated at that location. You further acknowledge and agree that you have independently investigated the suitability of the location of the Office, and that Motto Franchising, LLC will not be responsible if the Office fails to meet your expectations as to revenue or otherwise. You may not establish additional Offices without our prior written consent, which may be withheld in our sole discretion.

You may only operate the Office for the purpose of providing the Permitted Mortgage Services defined below. No other business of any kind or nature may be operated from or at the Office. You may not perform any services that we have not authorized. The Office must (i) be segregated from the Existing Business (if any); and (ii) must be capable of being locked and secured. You must have a lease in place for the Office reflecting that the rent for the Office is at fair market value. Payment for the lease of the Premises and any other services and facilities provided to the Office by the Existing Business must conform with RESPA, and the regulations and interpretations thereof, as promulgated by the Consumer Financial Protection Bureau. The Existing Business and the Office must conduct their business relationship in accordance with the AFBA provisions of RESPA.

(2) Permitted Mortgage Services.

“*Permitted Mortgage Services*,” for purposes of this Agreement, means activities directly related to the business of solicitation and processing of mortgage loan applications and the origination of loans secured by real estate (collectively, the “*Services*”). Permitted Mortgage Services expressly excludes: (a) making, issuing, selling, or funding mortgage loans; (b) offering or performing credit repair or credit reporting services or any real estate related services or activities, including real estate brokerage services, or services related to title insurance, title agency or title searches, insurance brokerage or other insurance related services or products, escrow, settlements, or appraisal services and home inspection services; and (c) activities related to the business of making, issuing, selling, or funding mortgage loans for virtual, metaverse or digital property or real estate (“*Digital Property*”), or any other activities related to Digital Property or users of Digital Property. Subject to the restrictions set forth in Subsection 5.F, you may only perform these, or other non-mortgage related or ancillary services, and you may only engage in businesses that offer such services, if you:

- a. Obtain our prior written consent; provided however, when you enter into this Agreement if you already own or are affiliated with a real estate office, a title company, or insurance company and you have provided us written notice identifying such business(es), our entering into this agreement with you will constitute our written consent to your relationship with such businesses; and
- b. Do not use the System or the Motto Marks in any manner in connection with such non-mortgage related or ancillary services or businesses or in connection with any other services or businesses that are not Permitted Mortgage Services; and
- c. Properly segregate the operations of any such services or businesses from the operation of the Office, which may also require you to form a separate legal entity; and
- d. Are in full compliance with all applicable federal, state and local laws, ordinances and regulations.

(3) Term.

The term of this Agreement (the “*Term*”) will begin on the Agreement Date and will continue for a period of 7 years unless the Franchise is terminated earlier pursuant to the provisions of this Agreement. Termination or expiration of this Agreement will constitute termination or expiration of your Franchise and the Limited License (as defined below) to use the Motto Marks conferred by this Agreement.

**B. FULL TERM PERFORMANCE.**

You specifically agree to operate the Office in accordance with the provisions of this Agreement, perform the obligations of this Agreement, and continuously exert your best efforts to promote and enhance the business of the Office for the Term.

**C. LOCATION OF OFFICE.**

(1) No Territorial Rights.

The Franchise granted by this Agreement gives you the right to operate a single Motto mortgage office only at the Premises, which you may not relocate without our prior written consent (which consent may be contingent on meeting certain conditions or may be withheld in our sole discretion). Except as otherwise permitted by this Agreement you agree that you will not operate or establish any satellite office, branch office, kiosk, or other extension of the Office from any other location whatsoever without our prior written consent. You further agree not to conduct, or permit anyone affiliated with the Office to conduct, any business or activity at the Premises other than the Existing Business (if any) and the Permitted Mortgage Services authorized by this Agreement. You expressly acknowledge and agree that absolutely no territorial rights or protections are afforded to you under this Agreement. You further expressly acknowledge and agree that Motto Franchising, LLC, or any of its Related Parties may operate, or grant a franchise or license to operate, at any location or in any medium whatsoever, including a location in close proximity to the Premises, a RE/MAX office, a Motto mortgage office or other mortgage brokerage office using any other trademark or service mark, even if such Motto mortgage office or other office has an adverse impact on your business. You expressly waive any claims you may have that Motto Franchising, LLC violated this Agreement, the implied covenant of good faith and fair dealing, or a law, statute, or regulation as a result of the location of your Office or of other Motto mortgage (or other mortgage brokerage) offices.

(2) Market Areas Served.

Provided you obtain our consent to expand, and each applicable state law permits operation as a virtual (no physical presence) office, you may do business virtually in 2 states under this Agreement in addition to the state in which you first operate your Motto Mortgage business. Washington, D.C. will not count in determining the limit of 2 states in which you may do business virtually, but you must obtain all necessary licenses, comply with any other applicable law/requirements, and pay fees required by this Agreement if you wish to do business there. It is your sole responsibility to determine which states allow you to do business virtually. For each additional state in which you plan to expand you must first obtain our written consent to expansion and the proper license in the specific location or state requested. We grant our consent to expand in our sole discretion and may consider factors such as whether you are in good standing and whether all your office equipment and software is up to date. As a user of the Motto Marks under the Limited License set forth in Section 4 of this Agreement, you are expected to meet high standards of service and professionalism reflective of the goodwill and respect enjoyed by the Motto brand and organization. These expectations can only be met by limiting your mortgage broker services to market areas where you can serve customers and clients directly and personally and where you have the greatest knowledge of local conditions, infrastructures, community history, and the mortgage market.

**D. RESERVATION OF RIGHTS.**

Nothing contained in this Agreement shall be deemed, expressly or by implication, to restrict in any way the right of Motto Franchising, LLC or any of its Related Parties, now or in the future, from engaging in any business activities whatsoever, without limitation as to location, medium or trade channels; and from using the Motto Marks and other proprietary rights in their other business activities without limitation; and from selling or offering any products or services under the Motto Marks, or under any other trademarks, service marks or trade dress, through other trade channels and that any such market development and expansion is an integral part of the marketing concept underlying Motto Franchising, LLC's business.

Motto Franchising, LLC and our Related Parties retain all rights with respect to Motto mortgage offices, the Motto Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire. Specifically, but without limitation, we reserve the following rights:

(1) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering similar or dissimilar products and services under the Marks and on any terms and conditions we deem appropriate; and

(2) the right to operate, and to grant others the right to operate, Motto mortgage offices located anywhere under any terms and conditions we deem appropriate and regardless of proximity to the Office; and

(3) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided by Motto mortgage offices, and franchising, licensing, or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; and

(4) the right to be acquired (whether through acquisition of assets, ownership interests, or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided by Motto mortgage offices, or by another business, even if such business operates franchises and/or licenses competitive businesses.

Nothing contained in this Agreement shall be deemed, expressly or by implication, to grant to you any type of exclusive or protected territory or any right to limit, control, or prevent Motto Franchising, LLC's right to own, operate, franchise, or license, or in any other manner authorize the location and operation of mortgage brokerage or other businesses, at any location or in any medium whatsoever. Moreover, nothing contained in this Agreement shall be deemed, expressly or by implication, to grant or extend to you a right of first refusal, option, or any other right to purchase, acquire, or open an additional Motto franchise now or in the future. Motto Franchising, LLC shall not be liable to you for any damages or loss of sales or profits (if any), based on actual or anticipated adverse consequences to you which may result from its continuing activities in the development of the System or other exercise of the rights reserved to it under this Agreement.

However, in the event you purchase, acquire, or open one or more additional Motto franchises in the future, each such franchise will be governed by a separate franchise agreement under a separate franchise term, which franchise agreement may have materially different and less favorable terms than this Agreement.

**E. RENEWAL OF FRANCHISE.**

At the end of the Term, if agreeable to both you and us, your franchise relationship may be renewed for a 5-year period. Among the conditions to our agreeing to renew your franchise relationship are the following:

(1) You have fully complied with all of the terms and conditions of this Agreement throughout the Term; and

(2) You have exercised diligent efforts to develop your Office to its full potential during the Term, in a manner acceptable to us; and

(3) You and your Owners execute a form authorizing us to obtain a consumer report and to conduct a credit and background check; and

(4) You provide us with a copy of your current financial statement, including balance sheet and results of operations, reflecting gross sales and revenues; and

(5) You and your Owners meet our then current subjective and objective standards for new franchisees, including those relating to relevant experience, education and licensing, background and past record of compliance with laws, financial capacity, skills, integrity and professionalism; and

(6) You have given us written notice of your election to renew your franchise relationship not less than 6 months nor more than 12 months prior to the end of the Term. If you fail to provide notice of your intentions regarding renewal within such time period, we will deem your failure to notify us as your

decision not to renew. In such case, you understand and agree that the Franchise shall expire at the end of the Term. A failure to provide us with timely and accurate notice of your intentions regarding renewal is a material default under this Agreement, and Motto Franchising, LLC may enforce its rights under this Agreement for such default; and

(7) If required by us, you or your Owner responsible for the Office shall complete, at your expense (including the cost of the course, and all travel, meal, lodging, and entertainment expenses), such education course(s) as we may deem necessary; and

(8) At least 90 days prior to the expiration of this Agreement, you execute the form of franchise agreement (including the renewal addendum and additional supplemental agreements and, if applicable to you, the current form of Branch Office Amendment, we are then customarily using to grant franchises for Motto mortgage offices), which agreement, renewal addendum, and other agreements shall take effect on the day after this Agreement expires, and which will supersede this Agreement and may have materially different and less favorable terms than this Agreement, including without limitation, requirements to upgrade equipment and facilities, use new systems and procedures, and pay higher fees, dues and marketing contributions: and

(9) At least 90 days prior to the expiration of this Agreement you pay us a renewal fee equal to 50% of the then current initial franchise fee we charge to new Motto mortgage office franchise owners and, if applicable, the then current renewal fee for each Branch Office you plan to renew.

Renewal of your franchise relationship will be conditioned on your and your Owners' continued compliance with all of the terms and conditions of this Agreement up to the date of expiration.

If with our permission you continue to operate the Office as a Motto mortgage office after the end of the Term without proper renewal, you understand, acknowledge, and agree that the Term has expired and that you will be deemed to be operating on a month-to-month holdover basis under the terms and conditions of the franchise agreement then being used by us for the grant of franchises within the state in which the Office is located; provided, however, that (i) in addition to all other fees that you must continue to pay to Motto Franchising, LLC pursuant to the then-current franchise agreement we are using, you will be required to pay a holdover fee equal to \$1,500 per month for the Office, and an additional \$400 per month for each Branch Office, operating as a part of the Office and (ii) Motto Franchising, LLC reserves the right to terminate at any time, and without cause, your right to continue to operate the Office during this holdover period, upon 10 days prior written notice to you. During the first 180 days of this month-to-month holdover period, you may terminate the relationship only upon 30 days prior written notice to Motto Franchising, LLC. If you are still operating on a month-to-month holdover basis more than 180 days after the end of the Term, you may terminate the month-to-month holdover relationship only upon 60 days prior written notice to Motto Franchising, LLC. If you close the Office without providing Motto Franchising, LLC with the required written notice then, in addition to all fees, dues, charges, and other amounts owed by you as of the date you close the Office, you will be required to pay Motto Franchising, LLC—as liquidated damages—an amount equal to the total of what you were billed for Royalties, and Marketing Fund fees (as defined in Section 6), for the 2 month period immediately preceding the date that you closed the Office.

#### F. BRANCH OFFICES.

After you have opened your first Motto Office you may request the right to establish one or more additional office locations known as a “**Branch Office**” or “**Branchise<sup>SM</sup>**”. Among other differences, a Branchise will have a shorter term than an Office that is a full franchise (a “**full franchise**” is a franchised Office that is not a branch, satellite office, kiosk, or other extension of the Office). Motto Franchising, LLC reserves the right to grant permission to establish a Branch Office. To qualify for a Branchise you must not only be in good standing, but we will also consider a number of factors including market saturation, the financial condition of your Office, the extent to which you have adopted Motto best practices, whether and how you have used the system and tools and your level of experience. If the proposed Branchise will be co-located in a real estate office not affiliated with the Franchise Owner or owned by a spouse, partner or family member of the Franchise Owner, that real estate office must have an annual real estate closed volume of no more than \$50,000,000 (“**Volume Cap**”), based on the most recently published MLS data, as of (i) the date of execution of the Branch Office Amendment; (ii) the end of each calendar year during the term; and (iii)

at renewal of the Branch Office. You must convert the Branchise to a full franchise if the Volume Cap has been exceeded at the end of any calendar year or at renewal. The term of the Branchise will end at the date of transfer, termination or expiration of the Franchise Agreement for the associated Office or Abandonment of that Office.

You must execute the then current form of Branch Office Amendment and pay a Branch Office Initial Fee (or if you are renewing a Branch Office, a Branch Office Renewal Fee), as well as monthly ongoing Branch Office Royalty and Marketing Fund Fees and Branch Loan Originator fees, as set forth in the Branch Office Amendment for each Branch Office you open or renew, and all such fees shall be in addition to all fees payable under this Agreement. Each Branch Office shall operate as a part of the Office (i.e., as a branch of the Office operating under and as a part of the same ownership as the Office) shall operate under the same name as the Office, and except as modified by the Branch Office Amendment, shall comply with and be subject to all of the terms, conditions, provisions, and restrictions of the franchise agreement as are applicable to the Office, including without limitation, the Limited License governing the authorized Limited Use of the Motto Marks as well as the same outside business and activities prohibitions specified in Section 4 and, the payment of all fees required by Section 6. The Branch Office shall also comply with and operate strictly in accordance with all applicable mortgage licensing rules and regulations. The Branch Office may have its own telephone number if permitted by applicable law, but all business cards, forms, stationery, advertisements, and other promotional or marketing materials used by the Branch Office must clearly identify the name of the Office (i.e., the Motto name authorized under the franchise agreement). In addition, Motto may require that all materials state that the Branch Office is a “branch office” of the Office. Each Branch Office must have an interior office name plaque displayed in accordance with the Brand Standards Manual. If located in commercial space, the Branch Office must also have an exterior office sign that comports with the office signage requirements set forth in the Brand Standards Manual. If located in residential space, the Branch Office may have an exterior office sign that comports with the office signage requirements set forth in the Brand Standards Manual and the Branch Office and any signage must comply with local law regarding signage and zoning. All Branch Offices must also comply in all respects with applicable provisions of the Brand Standards Manual and any supplements or special addenda to the Brand Standards Manual that may be issued from time to time that cover branch offices or their operation. Other than space, staff, and equipment shared with a co-located business in compliance with RESPA, no other businesses of any kind may operate from or utilize the same office space, staff, or equipment as that of the Branch Office.

You understand and acknowledge that Motto Franchising, LLC is not under any obligation to provide Branch Offices any of the services and benefits made available to the Office although we may provide some services and benefits to Branch Offices as we, in our sole discretion, deem appropriate. Each Branch Office Amendment shall terminate upon transfer, Abandonment, termination, or expiration of this Agreement.

Branch Offices shall have no protected area or territorial exclusivity whatsoever.

Renewal of the Branchise is subject to Motto Franchising, LLC’s continuation of the Branch Office concept, which may be modified, amended, or discontinued at any time and is subject to compliance with the terms of renewal for a Branch Office, as stated in the Branch Office Amendment, including payment of the applicable renewal fee for a Branch Office, which at the Agreement Date is \$1,000. If the Branchise program is discontinued no renewals will be granted for any Branch Office. In the event you fail to renew your franchise relationship with us (no longer have at least one active franchise agreement for a full franchise) your Branchise will terminate. If with our permission you continue to operate the Branch Office as a Motto mortgage Branch Office after the end of the term of the Branch Office without proper renewal, then, in addition to all other fees you must pay, you will pay a \$400 per month holdover fee for each Branch Office, as provided in this Agreement.

**G. NO RIGHT TO ADDITIONAL OFFICES.**

Nothing contained in this Agreement shall be deemed, expressly or by implication, to grant or extend to you any right, option or preference to purchase, acquire or open an additional Motto franchise or Branchise now or in the future.

3. **OPENING AND EQUIPPING OF OFFICE.**

A. **OFFICE OPENING AND CONTINUOUS OPERATION.**

You agree to open and begin operating the Office within 180 calendar days from the Agreement Date; and you must notify us in writing at least 15 days prior to the day on which you propose to begin operating. “*Opened*” means having an office with approximately 200 to 500 square feet, staffed by a full-time licensed Loan Originator, and equipped with furniture, a computer system, and other office equipment necessary to operate a Motto mortgage office in conformity with our high standards of quality and service. Unless prohibited by a state or local ordinance, or the landlord of the Premises, you must also have an exterior office sign depicting the trade name identified on the first page of this Agreement and be compliant with the most current edition of the Brand Standards Manual in effect at the time you open the Office. You agree that you may not open and begin operating until:

- (1) we have notified you in writing that the Office location has been approved; and
- (2) you have satisfactorily completed all required education; and
- (3) you have paid the initial franchise fee and any amounts then due to us; and
- (4) you have provided certificates for all required insurance policies to, or such other evidence of insurance coverage and payment of premiums to us or our designee such as MyCOI (see Subsection 8.D); and
- (5) the Office is duly licensed as a mortgage broker with a licensed Loan Originator and such other employees required to be licensed; and
- (6) you have completed your office level loan origination platform implementation.

You are responsible for locating a space for the Office, and for developing and building out the Office. We may provide suggested specifications and layouts for a model Motto mortgage office as a resource for you. However, if needed, it is your responsibility to prepare a site survey and all required construction plans and specifications and to make sure that these plans and specifications comply with RESPA, FHA, the ADA, and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions.

You agree to do the following, at your own expense, if needed to develop the Office:

- (1) secure any financing required to develop and operate the Office; and
- (2) obtain all necessary building, utility, sign, business, and other permits and licenses if you need to remodel the Premises; and
- (3) purchase or lease and install all necessary fixtures, furniture, equipment (including computer hardware and/or software), furnishings, and signs for the Premises; and
- (4) purchase an opening inventory of products, materials, and supplies necessary to operate the Office.

You further agree that you will operate the Office continuously during the Term, and that you will not voluntarily abandon, surrender, transfer control of, or lose the right to occupy the Premises, fail to maintain a license as a mortgage broker—or fail to actively operate the Office under the Motto System—for a period in excess of 5 consecutive business days (“Abandon” or “Abandonment”), unless your failure to do so is caused by Force Majeure as more fully set forth in Subsection 15.Z.



**B. SYSTEMS, PROGRAMS AND PROCEDURES; COMPUTER SYSTEM.**

To facilitate your reporting to us and to meet other communication requirements and obligations to us, you agree to implement and use all systems, programs and procedures that we establish from time to time for such purposes. Such systems, programs and procedures may include, but are not limited to, communication systems, accounting programs, back-office management software, data management systems, and other systems designed to facilitate the flow of information relating to the System, the Motto Network, or the business contemplated by this Agreement. These requirements will only apply to facilitate such reporting and obligations to us and, communications between you and Motto Franchising, LLC and our Related Parties and approved suppliers and will not control the manner and means of your day-to-day operations. You may only use the computer system for the Office; you may not use the computer system for the Existing Business (if applicable) or any other purpose.

(1) Requirements.

Specific systems, programs, and procedures you are required to implement throughout the Term include, but are not limited to, the following:

a. Computer System.

Throughout the Term, you agree to obtain and use the computer hardware and/or operating software we specify that has capabilities compatible with all of our communications and data reporting requirements (“*Computer System*”). You must participate in any Intranet or Extranet we develop, and you must have a laptop or desktop computer, electronic mail capability, high speed Internet access, a scanner, a printer, and a shredder. We may modify specifications for and components of the Computer System and related hardware and/or operating software. Our modification of specifications for the Computer System, and/or other technological developments or events, might require you to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer System; you agree to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions and modifications) and required service or support. You must pay for the cost of implementing such systems, programs and procedures, including the cost of purchasing or leasing computer hardware and software that we may require, and we have no obligation to reimburse you for any Computer System costs. Within 90 days after you receive notice from us, you agree to obtain the Computer System components that we designate and to ensure that your Computer System, as modified, is functioning properly.

You acknowledge and agree that the Computer System is to be used exclusively for the Office and you may not use the Computer System for any Existing Business or any other purpose.

You agree that we or our Related Parties may condition any license of proprietary software to you, or your use of technology that we or our Related Parties develop or maintain, on your signing a software license agreement or similar document that we or our Related Parties prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software or technology. We, our Related Parties, or designated or approved suppliers may charge you a monthly or other fee for any proprietary software or technology that we or they license to you and for other maintenance and support services that we or they may require you to receive during the Term.

You will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer system; and (3) the integrity, privacy and confidentiality of the information therein; and (4) any and all consequences if the Computer System is not properly operated, maintained, and upgraded.

b. Antivirus Protection, Data Breach Notification and VPN Requirement.

You are solely responsible for, securing your Computer System and protecting it from viruses, malware, spyware, malicious code, communication disruptions, Internet access and content failures, and attacks by hackers and other unauthorized parties and you must comply with privacy and data security laws and regulations. We require that you take steps to protect yourself and your Computer System from social

engineering attacks that could compromise user passwords and that you establish best practices for password management. We also require that you install and continually update operating system service packs, patches and upgrades, anti-virus systems, web browser and application updates, and firewalls. Unless you determine that you or someone you employ has the expertise and will timely perform such maintenance, you must obtain a maintenance contract with a reputable organization for your Computer System and related hardware and/or operating software. You will be responsible for any losses and damages that result from failure to comply with these requirements.

To protect the Motto brand, the Motto Marks, and the Motto System, you must notify us immediately of any data or security incident or breach related to your Office, including any unauthorized access to your Computer System, and specify the extent to which personal information may have been compromised. You agree to cooperate fully with us with respect to any media statements and other items related to managing any such incident, including fact finding or mitigation/defense actions we deem advisable, as well as any steps taken to resolve the matter. (see also Crisis Situations, Subsection 8.O.) In addition, you agree to keep us informed about the status of the incident or breach, including identifying all steps you take to remedy or resolve the matter.

Prior to any party accessing our software, tools or systems from a location outside the United States you must (i) provide us advance notice of the details of the access, (ii) ensure that any party with such access will enter only through a reputable U.S. based VPN and (iii) obtain our written consent, which may be provided, denied or withdrawn in our sole discretion, before any access commences.

(2) Computer System - Additional Tools and Resources.

Specific systems, programs or procedures you are required to implement and use throughout the Term as part of the Computer System include, but are not limited to, the following tools and resources (“**Tools and Resources**”):

**Loan Origination Platform:** You must use the loan origination platform with loan origination system software provided by us or by a third-party provider(s) we designate from time to time and sign the agreement required by us and/or the provider of such software. Your license will permit use of the software only for loan origination and related services and an additional charge will apply for each user beyond 3 total users. As of the Agreement Date the loan origination platform we have approved and require is our affiliate, Wemlo, LLC’s (“**wemlo**”) mortgage broker software known as the Loan Brokering System<sup>SM</sup> (“**LBS**<sup>SM</sup>”). (See Subsection 7.C)

**Motto Office Portal:** You must subscribe, and ensure that each of your Loan Originators subscribes, to our office portal, a password protected extranet site hosted by us. The Motto Office Portal or “**Portal**” serves as a members’ only electronic communication website enabling us to share important information in a secure environment, which may include educational and motivational programming. The agreement for use of the Portal (“**Motto Portal User Agreement**”) governs access to and use of the Portal, a collection of computer services by you and by individual users associated with you. The Portal may include links to other services, websites, or resources, such as an email account and a listings service that controls business listings data regarding you and your Loan Originators, a marketing and advertising design tool, advertising management tools, and other services provided by Motto or by third parties to you and your Users. Services which you can access through a link available on the Portal are not part of the Portal. The Motto Portal User Agreement does not license you to use those additional services and you will be required to enter into separate agreements for access to and use of those services. You must access the Portal via the Internet. The Portal is a moderated site and we will have independent access to the information and content on this site. Neither you, your manager, nor any loan officer affiliated with your Office may use the Portal to send unsolicited bulk electronic messages. You agree not to block or blacklist any message from Motto Franchising, LLC. In addition, you agree you must access the Motto Office Portal at least once annually to retain system access.

**Mottomortgage.com email:** You must subscribe, and ensure that each of your Loan Originators subscribes, to an email service we provide or designate with email addresses denominated with the mottomortgage.com domain.

**Website services:** You agree to use the specific website and/or website services we designate, which may include website design, development, hosting and/or support as well as other associated services, such as content editing tools (“*website services*”). Services available may also include information submission forms through which internet users can provide information to you and request information from you, and database services through which you or your users can manage records of those information requests.

**Marketing materials:** You agree to sign the user agreement for the tool or service we designate that is intended to assist you in procuring marketing materials and/or services for your Office (which we refer to as “*MottoSwag*”). We do not charge you for your access to MottoSwag; additional products and services, such as letterhead and branded apparel, available to you through this service are provided by third parties that charge you for orders. We may at any time discontinue MottoSwag and certain services offered through MottoSwag may be offered through another service or marketing system.

**Marketing operating system:** You agree to sign the user agreement for our marketing operating system (which we refer to as “*MottoSpark<sup>SM</sup>*”) which includes a customer relationship management (“*CRM*”) software tool for Loan Originators which assists with CRM and marketing and a design center in one platform. With MottoSpark you have the opportunity to order products and services, such as printing and mailing of advertising material. Orders made and fulfilled via MottoSpark are provided by third parties that will charge you for their products and services. We may charge you a fee if you elect to have any additional users beyond a total of 3, including Loan originators, Owners, Managers and support staff.

**Access to mortgage service provider data.** If we or any of our Related Parties provide you access to settlement service provider data, including a service which may import certain closing costs in a loan origination platform, you are nonetheless responsible for ensuring that all of closing costs, fees, taxes, and disclosure information you include in your documents are accurate and in compliance with all applicable laws and regulations. If provided, we reserve the right to modify or discontinue this benefit.

You must implement any other specific systems, programs, or procedures as we may establish from time to time to enhance our communications with you or update your Computer System. You agree that we may require that certain related goods, services, supplies, fixtures, equipment, inventory, and computer hardware and software related to the Office’s establishment or operation be purchased directly and/or exclusively from us or from other suppliers as we may designate from time to time, including but not limited to back-office management software, and you agree to adopt such goods, services, supplies, fixtures, equipment, and computer hardware and software within such time frame as we may specify, and as we deem necessary. Such requirements will only apply to enhance or update your Computer System or to facilitate communications between you and Motto Franchising, LLC, and will not control or regulate the manner and means of your day-to-day operations. We may also make additional computer systems available to you to facilitate your operation of the Office and implementation of the System Standards.

We will require you and/or your employees to enter into additional agreements governing your use of specific computer systems, including a software agreement for the loan origination platform we specify, as described above, a Motto Mortgage Email User Agreement, a Motto Portal User Agreement, a Motto Web Hosting User Agreement, a Marketing Operating system user agreement (MottoSwag User Agreement) and an agreement for a mortgage service provider data. These agreements may, among other things, limit our liability to you and require that you indemnify us. We may modify from time to time or discontinue these systems and services and their related user agreements and if we do you must consent to the modifications as a condition of your continued use of the respective services, software and/or systems. We will have no liability to you in the event we modify or eliminate any systems, services, programs or procedures that we establish, and/or the fees charged for such systems, services, programs or procedures.

As of the Agreement Date, you may access the Tools and Resources at no additional charge, although we reserve the right to require payment of reasonable fees to us, or a Related Party, for such access. However, you will be charged to use third-party tools, services, and resources, and other third-party products and services. In each case in which you or your Loan Originators use the Tools and Resources, you and/or your Loan Originators will be required to agree to the then current terms of use which sets forth the terms and conditions relating to the use of the Tools and Resources.

We are not obligated to provide and do not include in the Royalty Fee any work or service that we determine is outside the scope of the tools, resources, and services that we offer. If we, in our sole discretion, agree to complete any work requested by you that is outside the scope of what we provide and/or is in the nature of an upgrade, enhancement or improvement (“**Tools/Resources improvements**”), (i) we will determine the cost and time required for such work in our sole discretion; (ii) you must pay the required amount before we begin the work; and (iii) any work and any Tools/Resources improvements will be owned and all rights retained by us, including rights to adopt, exploit, modify, and perfect such Tools/Resources improvements without compensation to you.

If you, your Loan Originators or any person affiliated with your office utilize (i) Mortgage Wholesalers that are not Listed Mortgage Wholesalers or (ii) systems, vendors or tools (including, but not limited to, marketing services, website services, lead generation providers, LOS, CRM, other or similar tools or services) which are not part of our approved and designated group of suppliers, tools or services or otherwise not part of our franchise system, it is your responsibility to ensure that such use is in compliance with all applicable laws and this Agreement (including obtaining our prior approval as required and complying with all conditions for such approval). In addition, you must ensure that neither you, your loan originators nor any person affiliated with your office utilizes any software, systems, tools or resources provided by us in a manner that is not intended or authorized by us, or that is not in accord with the applicable agreement or terms of use. We may take any actions or pursue any remedies provided in this agreement or otherwise applicable if you are not in compliance. In addition to pursuing available remedies, we will have no liability in connection with use of, we are not required to and will not connect to, nor will we support, any outside systems, vendors or tools. In the event using systems, vendors or tools not provided and/or designated by us causes connection failures or other issues affecting one or more of the systems and tools provided by us you must indemnify us as provided in Section 5.D. herein.

4. **LIMITED LICENSE TO USE MOTTO MARKS.**

A. **OWNERSHIP AND GOODWILL AND LIMITED LICENSE.**

Subject to all of the terms and conditions set forth herein, you are hereby granted a limited, non-exclusive license (“**Limited License**”) to use the Motto Marks, but only for the duration of this Agreement and only in connection with the operation of the Office and the Permitted Mortgage Services specified in this Agreement (the “**Licensed Use**”). Your Limited License does not authorize you to use, and you agree not to use, or to permit any Loan Originator to use, the Motto Marks in connection with the offering, providing, performance, sale, endorsement or promotion of any other services, products or businesses or in any other manner we have not expressly authorized in writing. Your Limited License does not give you the right to sublicense or to transfer (apart from an approved transfer under Section 12) your right to use the Motto Marks or to allow any third party to use your Office trade name for any purpose whatsoever. You agree that if this Agreement is terminated, expires, is transferred without our consent or approval, or is for any reason declared void or of no force or effect, or in the event of Abandonment, this Limited License shall automatically terminate. You further agree that in the event of such a termination of this Limited License you will immediately cease all use of the Motto Marks and promptly comply with all post-termination requirements of Section 14 of this Agreement.

(1) **“Motto” Required in d/b/a but Prohibited in Entity Name or Trademark Registration.**

You are required to use the term “Motto Mortgage” as the first two words in the trade name of the Office, and you must obtain any trade, fictitious or assumed name registrations as may be required under applicable law for, and to operate the Office only under, such trade, fictitious or assumed name. You agree not to use the term “Motto” or any of the other Motto Marks (or any variations or renditions similar to any of the Motto Marks) in, or as part of, your formal corporate or legal name. You also agree not to file or own any state or federal trademark applications or registrations that include or contain “Motto” or any of the other Motto Marks. You may use, but are not required to use, the term “mortgage” in, or as part of, your formal corporate or legal name.

(2) **Ownership of Motto Marks and Goodwill.**

You acknowledge and agree that: (i) Motto Franchising, LLC is the exclusive owner of the Motto Marks and that such marks are invaluable assets of Motto Franchising, LLC; (ii) your license to use the Motto

Marks is derived solely from this Agreement and is limited to the Licensed Use that is otherwise in compliance with this Agreement; and (iii) all use of the Motto Marks, and any goodwill established by such use, including, without limitation, the use of the terms “Motto” or “Motto Mortgage” in the trade name you adopt for your Office will inure exclusively to the benefit of Motto Franchising, LLC, and that the same will automatically vest in and remain the exclusive property of Motto Franchising, LLC. You further acknowledge and agree that under this Agreement you shall not acquire any right, ownership or other interests in or to: (i) the Motto Marks, other than the Limited License granted herein, or (ii) the goodwill associated with the Motto Marks.

(3) Proper Use of Marks, High Standards of Service and Professionalism Required.

You acknowledge and agree that the Motto Marks embody and represent the goodwill of the Motto organization and identify the Motto Network as the source of high standards of quality mortgage services and professionalism. You agree to ensure that the Permitted Mortgage Services provided by you, and by all Loan Originators of your Office, adhere to such high standards in regard to all Permitted Mortgage Services offered or provided under the Motto Marks and in the name of your Office. Your Limited License extends only to use of the Motto Marks in accordance with (i) the Agreement, including, without limitation, those set forth in the most current edition of the Brand Standards Manual; and (ii) all applicable laws and regulations pertaining to advertising and marketing, including, without limitation, federal and state laws pertaining to advertising of loan origination services, telemarketing (including the Telephone Consumer Protection Act), false advertising, unfair competition and unfair practices. Finally, while you control your marketing choices—subject to the mandatory elements set forth in the Brand Standards Manual and the limitations set forth in this Section 4—you agree to comply with and ensure that your Loan Originators comply with, the business image and operating standards set forth in Section 8 of this Agreement. You understand and acknowledge that such business image and operating standards have been established to protect the goodwill of the Motto organization, as embodied by the Motto Marks, but do not, and are not intended to, govern the day-to-day operations of your Office.

(4) Use of Motto Marks by Loan Originators.

You acknowledge and agree that no one associated with your Office in any capacity has or will be granted by you or Motto Franchising, LLC any direct or independent right or license to use the Motto Marks, but rather that their use of the Motto Marks comes under and is subject to this Limited License. You agree to ensure that you and everyone employed by or associated with your Office who uses the Motto Marks under this Limited License do so only in the name of your Office, in furtherance of the Permitted Mortgage Services provided out of your Office, in a manner that is consistent with all applicable restrictions, including without limitation, those set forth below.

(5) Extension of Limited License to Other/Future Marks.

All provisions of this Agreement applicable to the Motto Marks will apply to any additional trademarks, service marks, commercial symbols, designs, artwork and logos that Motto Franchising, LLC may in the future authorize you to use.

**B. SPECIFIC LIMITATIONS ON LICENSE TO USE MOTTO MARKS.**

Your Limited License to use the Motto Marks is subject to various limitations that are designed to protect the Motto Marks, the goodwill they reflect, and the reputation of the Motto Network. In addition to those set forth in the Brand Standards Manual, your use of the Motto Marks must conform to the following requirements and limitations:

(1) Identity of Office, Address and Contact Information Required with Motto Marks.

You agree that all uses of the Motto Marks in all advertising of your services in any medium whatsoever, including but not limited to print, electronic media, social media, and Internet websites, will be accompanied by your Office name, Office address, phone number and prominently indicate that “Each Office is Independently Owned, Operated and Licensed” and to ensure that your Loan Originators also accompany

their uses of the Motto Marks with such information and meet all other requirements of the Brand Standards Manual in their advertising and personal promotion efforts. More specifically, you agree not to use, and not to permit your Loan Originators to use, the Motto Marks (a) in any manner that may mislead or deceive consumers in any way, including with respect to your Office location, the scope of the geographic area your Office serves or your relationship to us; or (b) other than for the promotion of the Permitted Mortgage Services provided by your Office. Unless otherwise expressly permitted in the Brand Standards Manual you agree to refrain from sharing or linking any website, webpage or social media account in connection with which your Office name or the Motto Marks are used with or to any website, webpage or social media account of a competitor of the Motto Network or from promoting the name, image or business of any licensed mortgage broker or loan originator who is not a Motto mortgage office or associated with a Motto mortgage office.

(2) No Service Area Misrepresentations or Competing Services.

While you are not limited in the reach of your advertising to attract consumers to your Office for Permitted Mortgage Services, you are not permitted to use the Motto Marks in connection with competing or other businesses as described below or to hold yourself out: (i) as having the capacity to serve the mortgage needs of consumers in distant market areas where neither you nor any of your Loan Originators can personally and directly provide quality, competent services, such as on a national or international scale; or (ii) as a national or international provider of agent or office locator services or information; or (iii) as an operator, developer, owner, promoter or provider of consumer-to-loan-officer or loan-officer-to-loan-officer referral services.

a. No Office/Loan Originator Locator Services or Private Referral Networks.

Consistent with your Limited License, neither you nor any of your Loan Originators are permitted to engage in the offering of or participate in the offering of Motto Office/loan originator locator services or private referral network services or any other prohibited service or activity described in the Brand Standards Manual. In addition, you agree not to engage in any other business or activity that does not conform to the high standards of the Motto organization or that competes with or undermines the services offered to consumers or the Motto Network by Motto Franchising, LLC.

(3) Style of Use, Relative Prominence in d/b/a.

You agree to use and display the Motto Marks in the style and graphic manner illustrated in the Brand Standards Manual, and to use, along with the Motto Marks where applicable, notices of federal trademark and service mark registrations, or of trademark rights, in the manner specified in the Brand Standards Manual. You further agree not to use any Motto Mark with any prefix, suffix, or other modifying words, terms, designs, or symbols, or to alter any Motto Marks, except as expressly required by or permitted in this Agreement. You agree to display your Office name in the manner specified in the Brand Standards Manual, including, without limitation, by complying with any sizing, font, color or logo requirements specified in the Brand Standards Manual. You are not permitted in business listings, directories or in referral services where your Office name may be displayed, to exaggerate, enlarge, color or stylize the “Motto” portion of your Office name so as to obscure, dominate or weaken the Non-Motto Trade Name Terms or to otherwise create a presentation that may mislead or deceive consumers to believe they are not dealing with a local mortgage broker service business.

(4) No Use of Motto Marks by Vendors, Directories, Referral Services, Other Licenses.

You are not permitted to allow any vendor, service provider or other third party to stylize or otherwise engage in any uses of your Office name of the type described above or in any other manner that may suggest they are sponsored or endorsed by, or affiliated with, the Motto Network. In this regard, you acknowledge and agree that your Limited License to use the Motto Marks does not permit you to allow: (i) any vendor or other third parties to use any of the Motto Marks or your Office name in connection with any vendor’s or third party’s product or service or in any movie or video or theatrical or musical production or

the like, or (ii) any directory to show the “Motto” portion of your Office name in an emphasized, exaggerated, enlarged or stylized or any other format that does not give substantially the same prominence to the Non-Motto Trade Name Terms. Lastly, you will not authorize or permit loan officers who are not registered or licensed as loan originators with your Office to appear with or be listed under your name, your Office name, the name of any Loan Originator or of any “Team” known to be associated with your Office or under any of the Motto Marks or to otherwise use or benefit from the use of any of the Motto Marks.

(5) Ownership and Control over Use of Office Phone Numbers.

You agree that all telephone numbers you use for the Office shall be used solely in connection with the Permitted Mortgage Services authorized by this Agreement to be provided out of your Office. You acknowledge that, in directories and other forms of advertising, some or all of the telephone numbers will appear under the trade name for the Office. Neither you nor any of your Loan Originators may publish any advertisement or secure or list any telephone number that could confuse other professionals, the industry or the public about the ownership, operation, location of, or geographic areas or markets served by, your Office or any other Motto office.

(6) Registration and Ownership of Domain Names; Prohibited Activities.

Neither you nor any of your Loan Originators may register or own Internet domain names that include the term “motto” or any other Motto Mark (“**Motto Formative Domain Names**”) unless the rules (if any) for using the Motto Marks in domain names set forth in the Brand Standards Manual (“**Domain Rules**”), expressly permit such registration, or ownership of Motto Formative Domain Names. Neither you nor any of your Loan Originators may use Motto Formative Domain Names in connection with your Office website or otherwise, except as expressly permitted by the Domain Rules. You further agree that neither you nor any of your Loan Originators may register, own or use an Internet domain name that includes a trademark (or any variation thereof) of a Related Party of Motto Franchising, LLC (a “**Prohibited Domain Name**”). You agree and acknowledge that neither you nor anyone affiliated with your Office will have any legitimate interest in registering or owning any Prohibited Domain Name, and that, unless the Domain Rules expressly permit registration or ownership of Motto Formative Domain Names, neither you nor anyone affiliated with your Office will have any legitimate interest in registering or owning any Motto Formative Domain Name. You also agree that registering or owning any Motto Formative Domain Name or Prohibited Domain Name or retaining ownership or use of any Motto Formative Domain Name after the transfer, expiration, or termination of this Agreement, or after Abandonment of the Office, would be an act of bad faith. You further agree and acknowledge that you will not sell or offer to sell any Motto Formative Domain Names or Prohibited Domain Names. You acknowledge and understand that Loan Originators are not authorized to register, offer to sell, or sell Motto Formative Domain Names or Prohibited Domain Names.

a. Franchisee Cooperates and Bears Costs to Recover Motto Formative Domain Names.

For so long as the Domain Rules prohibit registration or ownership of Motto Formative Domain Names, upon request from Motto Franchising, LLC, you agree to deactivate, redirect, assign, transfer, terminate and/or disconnect any Motto Formative Domain Name that was registered by you, the Office, any of your Loan Originators or anyone else employed or formerly employed by or affiliated with your Office, or any entity directed to register such domain name by you, the Office, your Loan Originators or anyone else employed or formerly employed by or affiliated with your Office.

b. Promotion of, and Formats for, Internet Addresses.

You agree to use the Internet address or domain name selected or approved by us in connection with the marketing and promotion of your Office. Motto Franchising, LLC may provide you with an Internet address created for your Office, which may be used as the uniform resource locator (“**URL**”) for your Office website. If we so require, the URL will redirect to your Office website, if such website is not hosted at the URL. Motto Franchising, LLC may require that various

other types of marketing or advertising on the Internet involving the Motto Marks or the name of your Office also utilize a specific template or format and if it does, you agree to follow that template or format.

c. Other Requirements for Digital Marketing.

Motto Franchising, LLC may require you to follow additional requirements for various other types of online or digital marketing or advertising featuring the Motto Marks or the name of your Office and if it does, you agree to follow those requirements.

d. Further Actions to Transfer Domains or Internet Addresses.

You and your Owners further agree that you will, at your own expense, promptly execute and deliver all necessary documents and take any action reasonably requested by Motto Franchising, LLC necessary to effect the assignment and transfer of domain names or Internet addresses required to be deactivated, redirected, assigned, transferred, terminated and/or disconnected pursuant to this Subsection and Subsection 14.B(5) including compliance with any procedure for the transfer of domain names established by the domain name registrar or entity that issues the domain name. You agree to direct all Internet service providers, domain name registrars and domain name listing agencies and other third parties to accept this Agreement as conclusive of the rights of Motto Franchising, LLC to ownership, control and benefit of all Motto Formative Domain Names and Internet addresses you create. You and your Owners further hereby appoint Motto Franchising, LLC as your agent and attorney-in-fact to act for and on your behalf to execute, register, and file such documents, complete such processes, and to perform all other lawfully permitted acts as the registrar, or any applicable law, requires to effectuate a transfer of such domain names or Internet addresses with the same legal force and effect as if executed by you or your Owners. You agree to pay directly or reimburse Motto Franchising, LLC for any and all costs and attorney fees it incurs in the process of obtaining and/or deactivating (in Motto Franchising, LLC's sole discretion), any such domain name or Internet address.

e. Franchisee Supervision Required to Ensure Compliance.

You agree to be responsible for, and to supervise, your Loan Originators in order to ensure the proper use of the Motto Marks and their full compliance with the provisions of this Section 4 and the Brand Standards Manual. You acknowledge and agree that if you make, or anyone employed by or affiliated with your Office makes, any improper or unauthorized use of the Motto Marks or of any mark or trade dress that is confusingly similar to any of the Motto Marks, it will constitute an infringement of Motto Franchising, LLC's exclusive rights in and to the Motto Marks and a default of Section 4 of this Agreement. A default under the provisions of this Section 4 by you or anyone employed by or affiliated with your Office shall be deemed a material default of an essential condition of this Agreement that, in addition to other recourses available to Motto Franchising, LLC, will give rise to the termination provisions of Section 13.

C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS.

You agree to immediately notify us in writing of any third-party infringement of or challenge to any of our copyrights or any of the Motto Marks, or of any claim by any person of any rights in such copyrights, Motto Marks or similar trade names, trademarks or service marks of which you become aware. You agree not to communicate with anyone except us and our respective counsel in connection with any such infringement, challenge or claim and agree that we will have the sole right to determine whether an infringement, challenge or claim exists, and if so, to exclusively control any litigation, any U.S. Patent and Trademark Office proceeding or any other proceeding arising out of any such infringement, challenge or claim. You agree to cooperate with and assist us with the initial and any follow up investigation of the alleged infringement of or challenge to Motto Franchising, LLC's copyrights or the Motto Marks. You agree to sign any documents, render any assistance, and do any acts that we, in our sole discretion, believe are necessary or advisable in order to protect or maintain our interests in any litigation or proceeding related to such copyrights or the Motto Marks or to otherwise protect, maintain or perfect our interests in such copyrights or



the Motto Marks. You acknowledge and understand that Motto Franchising, LLC will have no obligation to defend the Motto Marks from valid claims of prior use or of lawful concurrent use by others.

**D. DISCONTINUANCE OF USE OF MOTTO MARKS.**

If it becomes advisable at any time in our sole judgment for the Office to modify or discontinue the use of any Motto Mark or for the Office to use one or more additional or substitute trade or service marks, including the “Motto” mark used as part of the trade name of the Office or in a domain name, you agree, at your expense, to comply with our directions to modify or otherwise discontinue the use of the Motto Mark, or use one or more additional or substitute trade or service marks, within a reasonable time after our notice to you.

**E. PROHIBITION AGAINST DISPARAGEMENT OF MOTTO MARKS AND BRAND.**

You further agree not to, and to use your best efforts to prevent your affiliates or anyone else acting on your behalf not to, disparage, defame, libel or make untrue, malicious, or offensive statements about Motto Franchising, LLC, the Motto brand, or the Motto organization, any of our Related Parties or any current or former Motto franchisees, or any of our or their respective officers, directors, employees or shareholders, or make any disparaging comments concerning our business relationships or the matters referred to in this Agreement, which would subject the Motto brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact our goodwill, or that of our Related Parties, the Motto brand or the Motto Marks.

**5. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION.**

**A. INDEPENDENT CONTRACTOR; NO FIDUCIARY RELATIONSHIP; INDEPENDENTLY OWNED AND OPERATED.**

Both you and Motto Franchising, LLC understand and agree that this Agreement does not create a fiduciary relationship between you and Motto Franchising, LLC, that you are an independent contractor, and that nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose whatsoever. All employees or agents hired or engaged by or working for you shall be your employees or agents only and shall not for any purpose be deemed employees or agents of Motto Franchising, LLC nor subject to Motto Franchising, LLC’s control or right of control. You are not authorized to accept service of process or legal notices directed at Motto Franchising, LLC or any of our Related Parties. You agree to conspicuously identify yourself in all your dealings with clients, customers, suppliers, public officials, Office personnel, and others as the owner of the Office pursuant to a franchise agreement with us. You shall include, and you shall ensure that everyone affiliated with the Office includes, on all forms, business cards, stationery, advertising, and other materials the statement “Each Office is Independently Owned, Operated and Licensed” or such other statement as we may require from time to time. Such a statement must also be displayed in a prominent place near the main entrance to the Office Premises and in the reception area.

**B. CONDUCT OF BUSINESS OF THE OFFICE.**

You control the conduct of your business and the Office. You understand and agree that we shall have no authority to exercise control over the day-to-day conduct of your business, the Office, or the Premises, including but not limited to the details of the work performed by you or your employees, the hiring or termination of your employees, the compensation, working hours, or conditions, or the day-to-day activities of such persons except to the extent necessary to protect the Motto Marks and the mandatory elements (set forth in the Brand Standards Manual) of the System and the goodwill associated with the Motto Marks and the System. All activity within the Office, including those described above, will be determined by you in your own judgment, subject only to applicable federal and state laws and regulations, the terms of this Agreement, and the mandatory elements of the System prescribed by us for the preservation of the goodwill associated with the Motto Marks. You understand and agree that your employees, including Loan Originators, are under your sole control, that Motto Franchising, LLC is not the employer or joint employer of your employees/Loan Originators, and that Motto Franchising, LLC will not exercise direct or indirect control of your employees’/Loan Originators’ working conditions. You acknowledge and understand that such standards and guidelines are not fixed, and may, from time to time, be modified or revised by us to reflect existing

conditions in the highly competitive mortgage finance marketplace to the extent they are necessary to protect the Motto Marks and goodwill.

C. **NO LIABILITY, NO WARRANTIES.**

We have not authorized or empowered you to use the Motto Marks except as provided by this Agreement and you agree not to employ any of the Motto Marks in signing any contract, check, purchase agreement, negotiable instrument or legal obligation, application for any license or permit, or in a manner that may result in demands for payment or assertions of liability directed to us for any indebtedness or obligation of yours. Except as expressly authorized by this Agreement, neither of us will make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or on behalf of the other or represent that the relationship between us is other than that of franchisor and franchisee. You acknowledge that you do not have the authority to bind or obligate Motto Franchising, LLC in any way by any promise or representation or any other action or inaction.

D. **INDEMNIFICATION.**

You shall be solely and exclusively responsible for any fines, taxes, costs, expenses, damages, loss or liability, of any kind or nature, arising out of any suits, actions, proceedings, or claims or counterclaims, regardless of whether you were named or served in the matter (collectively "**Claims**") relating to or arising out of your business, including, but not limited to, any acts or omissions of you, your Owners, employees, or Loan Officers, the Premises, or the operation of the Office, including but not limited to (i) your alleged failure to comply with applicable laws; (ii) any claims that Motto Franchising, LLC or any of the Related Parties are a joint employer with you; and (iii) allegations that Motto Franchising, LLC or its Related Parties were negligent or failed to train or supervise you, your Owners, or your Loan Officers, even if any Claims are brought or filed after transfer, termination, or expiration of this Agreement or Abandonment of the Office. You agree to indemnify, defend and hold Motto Franchising, LLC, its Related Parties and their respective officers, directors, employees and shareholders, harmless from and against, and to reimburse us and them for, all such fines, taxes, costs, expenses, damages, loss or liability for which we or they are held liable or for which we or they reasonably incur in connection with any Claims, including, without limitation, actual and consequential damages, reasonable attorneys', accountants', and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. You agree to waive all rights of subrogation against Motto Franchising, LLC, its Related Parties and their respective officers, directors, employees and shareholders. We have the right to defend any Claims and, in connection therewith, to retain legal counsel of our choice, and bill you for all costs and attorneys' fees incurred for any Claim originating from the acts/omissions of you your Owners, your employees, or your Loan Officers, which costs and fees you must promptly pay. You agree to cooperate with us in the defense of, and not to settle or compromise, without our prior written consent, any Claims to which we are a party, or which may affect our interests. This indemnity applies to claims that Motto Franchising, LLC or its Related Parties were negligent or failed to train or supervise you, your Owners, employees or Loan Originators. Your indemnification obligations described above will continue in full force and effect after, and notwithstanding, the transfer, expiration or termination of this Agreement or Abandonment of the Office.

You shall not hold Motto Franchising, LLC, or its employees, agents, consultants, or attorneys, responsible for, or rely upon, any information or suggestions they may provide or make available to you concerning the legal compliance of the Office or the operation thereof or regulatory actions or developments relevant to the foregoing.

E. **CONFIDENTIAL INFORMATION.**

We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law, relating to developing and operating Motto mortgage offices. You acknowledge that you have been given access to and will be informed regarding, and become aware of as a result of operating your Office under the terms of this Agreement or other agreements you may enter into with Motto Franchising, LLC, confidential matters, trade secrets, accounting procedures, quality control procedures, and other methods developed by Motto Franchising, LLC as part of the System which, for purposes of this Agreement, is owned by Motto Franchising, LLC and which are necessary and essential to the operation of the Franchise, without which you could not efficiently, effectively, and profitably operate the same (collectively, the "**Confidential Information**"). You further acknowledge that the Confidential Information was unknown to you prior to negotiation for and execution of this Agreement, and that the unique and novel combination of "know how," methods, and operational information

that you became aware of as a result of operating your Office, developed by Motto Franchising, LLC and licensed to you by us for the operation of the Office are peculiar to the mortgage brokerage business conducted by Motto mortgage offices. You agree to take all steps necessary, at your own expense, to protect the Confidential Information, and shall not divulge any of the Confidential Information to any other person either during the Term or subsequent to the transfer, termination or expiration of this Agreement, or after Abandonment of the Office, without our prior written consent. You agree to cause your employees and independent contractors who you have provided with access to Confidential Information to comply with the restrictions of this Subsection.

F. **EXCLUSIVE RELATIONSHIP/NON-COMPETITION AGREEMENT.**

You acknowledge and agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Motto mortgage offices and between us and Motto mortgage offices if you or your Owners were permitted to engage in other businesses competitive with Motto mortgage offices or with us. Accordingly, you agree that without our prior written consent, which we have the right to withhold, neither you nor your Owners, nor any of your Owners' your spouse or domestic partner, nor your manager(s), nor your immediate family members (as defined below), will during the Term or any holdover period after expiration of the Term, directly or indirectly, as an officer, director, shareholder, member, partner, manager, employee, agent, consultant, independent contractor, or otherwise, operate, manage, own, have an interest in, or become affiliated with in any other way any business, aside from you and the Office, that negotiates or arranges mortgage loans or that makes, funds, or issues mortgage loans (a "*Mortgage Company*"). We may make an exception to this provision in certain cases if we expressly grant our prior written consent, which we may grant or deny in our sole discretion. For purposes of this Agreement, an "immediate family member" shall include a spouse, a "significant other" or a "domestic partner" with whom you reside, as well as your parents, in-laws, siblings, and children.

You agree that our consent to your entering into or continuing other businesses prohibited by this Subsection 5.F. may be contingent upon amendment of this Agreement and/or immediate or future acquisition from us of a franchise covering such business. You also agree to support the natural expansion by us into related service businesses including, without limitation, insurance, property management and relocation.

G. **TRADEMARK AND POST-TERMINATION/OTHER OBLIGATIONS ACKNOWLEDGEMENT.**

You agree that you will require your manager(s) and Loan Originator(s) to sign a Trademark and Post-Termination/Other Obligations Acknowledgement ("*Acknowledgement*") as a condition of employment/continued employment. The Acknowledgement is designed to help preserve and protect the valuable Motto Marks and the goodwill therein, as well as to prohibit departing managers and Loan Originators from inducing mortgage wholesalers to discontinue business relationships with Motto franchise owners or customers to discontinue relationships with you or your affiliates. The current Acknowledgement is set out in Exhibit B. If Motto Franchising, LLC promulgates any modifications, you agree to have your manager(s) and Loan Originator(s) sign the new form of Acknowledgement within 60 days. Motto Franchising, LLC does not make any representation that the Acknowledgement complies with all laws and requirements applicable to your Office or that all provisions will be entirely enforceable as written, including whether consideration in addition to continued employment is necessary.

H. **RIGHTS IN IMAGES AND LIKENESS.**

With respect to images, videos or other content ("*Materials*") that you or your Owners supply to Motto Franchising, LLC, any of its Related Parties or a technology provider of Motto Franchising, LLC ("*Vendor*"), You and your Owners (as applicable) grant Motto Franchising, LLC and Vendor a fully paid up and royalty-free license and right to use and sublicense such Materials for any marketing (including franchise sales, loan originator recruiting and consumer marketing), educational or operational purpose Motto Franchising, LLC or Vendor deems appropriate in any media now in existence or hereafter created. To the extent that the Materials feature any Owner's likeness, image, performance, voice or name (the "*Likeness*"), or the Likeness of You or your Owners appears in images, video or other content created by Motto Franchising, LLC during the Term, the license granted herein shall include the right to use and sublicense such Likeness. To the extent that You or your Owners do not own the copyright in the Materials, You and your Owners represent and warrant that you have permission to use such Materials and to authorize the uses

contemplated by this Subsection. You and your Owners hereby release and covenant not to sue Motto Franchising, LLC, its Related Parties, or Vendors or the respective officers, directors, and employees of each of Motto Franchising, LLC and its Related Parties and Vendors in connection with any use of the Materials or Likeness permitted by this Agreement, and further agree to indemnify and hold Motto Franchising, LLC, its Related Parties, and Vendors and their respective officers, directors, and employees harmless against any claims by any third party that use of the Materials or Likeness infringes upon such third party's rights, including but not limited to copyrights and rights of publicity. The license and other provisions of this Subsection shall survive termination or expiration of this Agreement or Abandonment of the Office.

I. **SUSPENSION OF SERVICES.**

If you fail to satisfy any of your obligations under this Agreement, including but not limited to making required payments, if you Abandon the Office; or as a response during a Crisis (as defined in Subsection 8.O), we shall have the right to suspend, during such period of default, delinquency, or Crisis, any or all benefits and services afforded to you as a Motto mortgage franchisee or to the Loan Originators associated with your Office. Among other remedies (including, as applicable, the assessment of late charges and interest as set forth in Section 6 of this Agreement), Motto Franchising, LLC will have the right to: suspend or deny your access to the Motto mortgage office portal or website, to the loan origination platform software, to the Tools and Resources, or to any other software or computer system that we make available; suspend your subscription to any Motto mortgage catalogs or publications; declare you ineligible for Motto mortgage performance awards; remove your name and/or the names of your Loan Originators from the find an affiliate/office feature (the "Motto Roster") and bar you from attending any Motto mortgage conventions or conferences. Suspension of these or any other benefits and services shall not be an exclusive remedy and shall not in any way affect our rights to receive or collect all outstanding fees, dues and other amounts owed by you or to terminate this Agreement because of your failure to make payments or to satisfy any of your other obligations required under this Agreement.

6. **FEES.**

A. **INITIAL FRANCHISE FEE.**

When you sign this Agreement, you agree to pay us an initial franchise fee (the "*Initial Franchise Fee*") equal to \$ \_\_\_\_\_. You will not be entitled to any rights or privileges under this Agreement until the Initial Franchise Fee is paid in full, or if you are financing the Initial Franchise Fee, until you have paid the initial installment due under the financing. You agree that we have fully earned the Initial Franchise Fee and that it becomes non-refundable upon payment to us.

B. **CONTINUING SERVICE AND ROYALTY FEE.**

You agree to pay us a monthly Continuing Service and Royalty Fee (the "*Royalty*") in an amount, and pursuant to the schedule, reflected in the table below. Where the Contract Month (as defined below) is month one, the Continuing Service and Royalty Fee ("*Royalty*") is due beginning with month seven; provided, if you enter into your franchise agreement on the 15<sup>th</sup> of the month or after we may, in our sole discretion, adjust your Royalty start time to month eight. On or before the 10th business day (or such other day that we may designate) of each month beginning with the first month the Royalty is due you agree to pay us the Royalty due for that month. In addition, the Royalty will be increased \$250 per Loan Originator if more than 3 Loan Originators are associated with your Office. You agree that before using any additional Loan Originator beyond 3 Loan Originators, you will update your records with us to enable us to bill you in accordance with this paragraph.

We also may, upon notice to you, increase the Royalty by up to 10% each year commencing 12 months from the date that you open your Office. In addition, we may, in our sole discretion, reduce royalties for a period of time.

As used in this Agreement, the "Contract Month" is the month in which you sign your franchise agreement.

<b><u>Time Period During the Term of this Agreement</u></b>	<b><u>Royalty Amount (per month)</u></b>
Months 1 through 6, where the Contract Month is Month 1	\$0
Months 7 through 9	\$2,650
Months 10 through 12	\$3,650
Month 13 and for the remainder of the Term of this Agreement	\$4,650

**Royalty Schedule and Marketing Fund Fee for Renewing and Transfer Franchises.**

**Renewing Franchisees.** At renewal you continue paying Royalties and Marketing Fund Fees, but at the then current Royalty and Marketing Fund Fee rates and schedule. The “Contract Month” for purposes of that Royalty schedule is defined as the month in which you signed your original franchise agreement.

**Franchise Transfers.** When you purchase an existing franchise, you begin paying Royalties and Marketing Fund Fees at transfer at the then current Royalty and Marketing Fund Fee rates. The “Contract Month” for purposes of that Royalty schedule is defined as the month in which the original franchise agreement was signed for the franchised business being transferred.

**C. MARKETING AND DEVELOPMENT FUND.**

You agree to pay us—or a marketing fund that we may designate—a marketing and development fund (“**Marketing Fund**” or “**Fund**”) fee of \$350 per month. This fee is due and will be considered late if not received by us by the 10th day (or such other day that we may designate) of the month beginning in month 7, where the Contract Month is Month 1, and by the 10th day of each month throughout the remainder of the Term of this Agreement. However, in our sole discretion we may adjust your Marketing Fund Fee start time to coincide with the start time for your Royalty. We may increase the Marketing Fund fee by up to 20% each year commencing 12 months from the date that you open your Office. From time to time, we may also decrease the Marketing Fund fee.

Although the specific use and allocation of monies in the Marketing Fund shall be determined by Motto Franchising, LLC in its sole discretion and may change from time to time, monies in the Fund, including any interest, capital gains, or other income may be used for the preparation and placement of national, regional, and local advertising; developing, implementing, and maintaining an electronic commerce Website and/or related strategies; technology related services (which may include, without limitation, costs related to the development, operation, and maintenance of office and loan originator websites, lead and customer relationship management solutions, applications, and a design center); administering regional and multi-regional marketing and advertising programs; and supporting public relations, market research, and other advertising, promotion, and marketing activities. All monies contributed to the Marketing Fund in any given fiscal year, including any interest, dividends, capital gains or other income earned on these monies, will be accounted for separately from our other funds. Any funds that are contributed to the Marketing Fund in a given fiscal year that are not spent by the end of that fiscal year will remain in the Marketing Fund and may be carried over to the next year until these excess funds are spent for the advertising, promotional, and technology purposes (but excluding administrative costs) described in Subsection 9.C. A portion of your annual contributions will be used to pay administrative expenses reasonably related to the direction and implementation of the Marketing Fund’s purposes described above. As part of those administrative expenses, the Marketing Fund pays Motto Franchising, LLC amounts equivalent to salaries, travel, rent, and other expenses. All Marketing Fund funds become the non-refundable property of Motto Franchising, LLC or the Marketing Fund.

D. PAYMENT/LATE CHARGES/INTEREST.

(1) Failure to Timely Make Payment.

If you fail to make any payments to us by their due date, you agree to pay us: (a) a late charge equal to 10% of the amount due, or if such rates exceed the highest rate permitted by applicable law, then at the highest rate permitted by applicable law; and (b) interest on all amounts owed but unpaid at the rate of 1% per month compounded, or if such rate exceeds the highest rate permitted under applicable law, then at the highest rate legally permitted. If we are ever deemed to have contracted for, charged or received interest on any overdue sums in an amount that exceeds the amount permitted under applicable law, then such excess amount shall be deemed intended for, and will be applied as, payment of outstanding fees or other amounts due under this Agreement and, if no such amounts remain outstanding, such excess shall be returned to you.

(2) Failure to Timely Submit Reports.

If you fail to submit any reports by their due date, you agree to pay us a late charge of \$100 per day until the reports are submitted in compensation for the additional administrative costs and expenses we incur as a result of the late submission (see also Section 10).

(3) Submission of Payments.

You agree to pay all fees, dues, and charges in accordance with such procedures that Motto Franchising, LLC may specify. Motto Franchising, LLC accepts payments via electronic funds transfer ("EFT") or automated clearinghouse transfer ("ACH"). Motto Franchising, LLC reserves the right to specify alternative methods of payment or to require payment other than by EFT or ACH and you agree to comply with our payment instructions and procedures. If Motto Franchising, LLC elects to accept credit card or other alternative forms of payment (such as cryptocurrency), you agree to pay any associated processing fees and surcharges.

Before the Office opens and begins operating, you agree that you will sign and deliver to us the documents we require to authorize us to automatically debit your business checking account (the "**Electronic Depository Transfer Account**" or "**EDTA**") for the Royalty, Marketing Fund fees, and other amounts due under this Agreement and for your purchases from us and/or our Related Parties. We will debit the EDTA for these amounts on their due dates. In addition to any other remedies we may have, failure to timely complete the documents that we need to auto-debit your account may result in a processing fee of \$100 per month. You agree to ensure that funds are available in the EDTA to cover such withdrawals. If there are insufficient funds in the EDTA to cover any amount you owe (or, if you are paying by check and a check is returned for insufficient funds), you agree (i) to pay us, on demand, a processing fee of \$100, plus reimbursement of our administrative expenses and charges; and (ii) that we may require that you make some or all subsequent payments to us by certified check or other form of payment we may designate.

Motto Franchising, LLC reserves the right to vary the frequency and method of payment or collection, or require payment other than by EFT or ACH, and you agree to comply with our payment instructions and procedures.

E. APPLICATION OF PAYMENTS.

When we receive a payment or partial payment required under this Section 6, we have the right to apply it as we see fit to any past due indebtedness of yours under this Section 6, including late charges or interest due, all without regard to how you designate or direct that a particular payment be applied. If we are ever deemed to have contracted for, charged or received late payments or interest on any overdue sums in an amount that exceeds the amount permitted under applicable law, then such excess amount shall be deemed intended for, and will be applied as, payment of outstanding fees or other amounts due under this Agreement and, if no such amounts remain outstanding, such excess shall be returned to you.

F. **SURVIVING FINANCIAL OBLIGATIONS.**

You acknowledge and agree that an early termination (as defined below) of this Agreement or Abandonment of the Office would cause Motto Franchising, LLC to be harmed and suffer damages; and you further acknowledge and agree that some of these damages can reasonably be calculated at this time, while some of these damages can be determined only after the occurrence of Early Termination of this Agreement or Abandonment of the Office. The damages that can reasonably be calculated at this time include lost future revenue ("**Lost Future Revenue**") and the damages that cannot reasonably be calculated at this time include loss of goodwill, brand devaluation, and lost opportunities ("**Intangible Damages**"). In the event of an early termination of this Agreement, for any reason other than pursuant to mutual consent, prior to the conclusion of the Term or any applicable renewal thereof ("**Early Termination**") or your Abandonment of the Office, you shall immediately become obligated to pay us for Lost Future Revenue and Intangible Damages. Lost Future Revenue shall consist of (i) all amounts which you would have been obligated to pay as Royalties and Marketing Fund fees from the date of Early Termination ("**Early Termination Date**") or Abandonment of the Office through what would have been the end of the Term; and (ii) repayment of all Franchisee Incentives (defined in Subsection 6.I below) that were granted to you during the Term. We and you acknowledge and agree that it would be impracticable or extremely difficult to calculate the actual amount of Lost Future Revenue payable by you, and that the following method of calculation represents a fair and reasonable estimate of Lost Future Revenue: Lost Future Revenue shall be equal to the total amount of Royalties and Marketing Fund fees ("**Total Fees**") which you would have been obligated to pay as an open and operating franchisee from the Early Termination Date or date of Abandonment of the Office through what would have been the end of the Term, assuming the number of Loan Originators associated with the Office on the Early Termination Date or date of Abandonment of the Office would have remained the same plus all Franchisee Incentives that were granted to you during the Term. The total of these amounts shall constitute our Lost Future Revenue. This payment is due and will be considered late if not made within 5 days of the Early Termination Date or the date of Abandonment of the Office. If timely payment is not made you must pay our Lost Future Revenue and any additional late charges. Nothing in this Subsection shall be construed to provide you with any right to unilaterally terminate or Abandon this Agreement prior to the expiration of the Term. Nothing in this Subsection will prevent or preclude Motto Franchising, LLC from seeking or receiving any other damages or remedies, including Intangible Damages, to which we may be entitled at law or in equity unrelated to Lost Future Revenue.

G. **BRANCH OFFICE FEES.**

You agree to pay us Initial, Renewal, and ongoing Royalty and Marketing Fund Fees as set forth in each Branch Office Amendment you sign and all such fees shall be payable in addition to the fees set forth in this Agreement.

H. **DOCUMENT PREPARATION FEE.**

You agree to pay a document preparation fee ("**Document Preparation Fee**") ranging from \$500 to \$2,000 (depending on the time involved) to cover the administrative and other costs we incur each time we prepare miscellaneous documents in connection with certain activities during the Term or renewal of this Agreement, including but not limited to: shareholder removal, contract extension or multiple sets of renewal documents. The Document Preparation Fee is due within 10 days after billing. In the event of a default under the Agreement, the Document Preparation Fee must be paid in full as part of the cure of any such default.

I. **MODIFICATION OF FEES.**

From time-to-time and solely as determined by Motto Franchising, LLC, we may offer certain franchisees that acquire additional offices, or a prospective franchisee that is converting an existing mortgage brokerage office to Motto or merging with another mortgage brokerage office, a waiver, deferral, reduction, or restructuring of certain fees or other payments due under this Agreement ("**Expansion Incentives**"). We reserve the right to provide Expansion Incentives to facilitate mergers, conversions, or acquisitions. In addition, from time-to-time and solely as determined by Motto Franchising, LLC, we may institute certain temporary financial incentive programs or certain temporary fee structure pilot programs (together, "**Program Incentives**"), which may take the form of credits, waivers, deferrals, reductions, or restructuring of certain fees or payments due to Motto Franchising, LLC under this Agreement to facilitate or encourage franchisees' Loan Originator recruiting or franchisees' Motto brand promotion activities.

Motto Franchising, LLC reserves the right to provide such Program Incentives and to institute and terminate them at any time. Franchisee's compliance at all times with all of the material provisions of this Agreement is required for Franchisee to be eligible for any and all Expansion Incentives, Program Incentives, or any other financial accommodations (collectively, "**Franchisee Incentives**") we may offer. If you have received any Franchisee Incentives from us and you default on any of your material obligations to us under this Agreement, we reserve the right to terminate your eligibility for any and all such Franchisee Incentives. If you fail to cure any such default within the cure period provided in this Agreement, or if such default cannot be cured, or in the event of an Early Termination of this Agreement for any reason other than pursuant to mutual consent, prior to the conclusion of the Term or any applicable renewal thereof, or upon Abandonment of the Office, Motto Franchising, LLC reserves the right to require you, on demand, to repay any and all Franchisee Incentives that you received from Motto Franchising, LLC prior to such default, Early Termination, or Abandonment.

## 7. **MORTGAGE WHOLESALERS, LOAN PROCESSING AND LOAN ORIENTATION PLATFORM.**

### A. **MORTGAGE WHOLESALERS.**

You may deal with mortgage aggregators, mortgage purchasers, and mortgage lenders that Motto Franchising, LLC has approved and added to our list of approved lenders, (collectively, the "**Listed Mortgage Wholesalers**," and each individually a "**Listed Mortgage Wholesaler**"). We may approve a Mortgage Wholesaler that we identify on our initiative, or you may submit a request for us to approve a Mortgage Wholesaler.

You agree to complete such procedures as these Listed Mortgage Wholesalers require in order for you to be approved by them, and to maintain such approval. Some Listed Mortgage Wholesalers may limit their loan products, including limits related to originating only loans that are Qualified Mortgages under the Truth in Lending Act and Regulation Z ("**Qualified Mortgages**").

Motto Franchising, LLC may modify and add or remove Mortgage Wholesalers from the list of Listed Mortgage Wholesalers at any time in our sole discretion. If you use a Mortgage Wholesaler that is not a Listed Mortgage Wholesaler, then in connection with loans utilizing that Mortgage Wholesaler, Motto Franchising, LLC reserves the right to disallow your use of the loan origination platform, and/or certain Tools and Resources or services, we provide. If you would like to do business with an unapproved Mortgage Wholesaler, you must submit to us a written request for approval. Motto Franchising, LLC the right to investigate the proposed mortgage product, mortgage service, or Mortgage Wholesaler, and we may require that you pay us our evaluation and accommodation costs to reimburse our costs for evaluating the Mortgage Wholesaler, and if appropriate, adding the Mortgage Wholesaler to the loan origination system.

### B. **LOAN PROCESSING**

Our affiliate, Wemlo, LLC ("**wemlo**") offers loan processing services to you in connection with loans from a limited number of lenders if you are operating in certain states. Use of wemlo loan processing services is required. Motto Franchising, LLC reserves the right to allow, in our sole discretion, exceptions in certain circumstances, and in those cases you and your loan processors may be required to sign applicable user agreements and you will be responsible for the actions of your loan processors. When you utilize wemlo loan processing services you or your borrowers will be assessed the then current rate for the services provided, which as of the Agreement Date is \$825 for each closed loan; provided the loan is with a Listed Mortgage Wholesaler and meets certain loan product requirements (including a minimum credit score). If these requirements are not met the fee may be higher or processing may be unavailable. All fees, terms, and conditions are subject to change at any time without notice, and any discounts or special fee structures may be for a limited time and/or offered in connection with specific campaigns or promotions; Motto Franchising, LLC makes no representations that any opportunities or variations to the standard fees will be available. It will remain your sole responsibility to ensure that all your loan processing is in compliance with all applicable mortgage and other laws regulating mortgages and privacy. At any time, wemlo may, in its sole discretion and without notice, add, discontinue, configure, revise, or delete aspects of loan processing services or related tools or resources that may be offered, and/or modify the terms of use/service and fees for these services. If so, you must consent to the modifications as a condition of your continued use of the service(s). You will be required to agree and, if required by wemlo, ensure that each of your Loan Originators and/or any support staff agree to the terms of use/service of wemlo for loan processing services and any related tools or resources as they may be modified from



time to time. These agreements, among other things, limit liability to you and require that you indemnify wemlo and its affiliates. The Wemlo Processing Agreement requires that you indemnify wemlo for claims, demands and expenses, including attorney's fees, if you breach the representations and warranties or other terms of the agreement and provides that you agree that in cases where third party fees are restricted, you will instruct the closing agent to deduct the funds required to pay wemlo from Broker's compensation and remit the processing fee directly to Wemlo.

C. **LOAN ORIGATION PLATFORM**

In addition, you must use the loan origination platform Motto Franchising, LLC requires. As of the Agreement Date the loan origination platform we require you to use is provided by wemlo. Wemlo's mortgage broker software, known as the Loan Brokering System<sup>SM</sup> ("**LBS<sup>SM</sup>**") includes software for loan origination and loan processing. The software agreement, among other things, limits liability to you. Notwithstanding the requirement to use the LBS, we may in some circumstances, require use of a different software specified by us.

Motto Franchising, LLC is not obligated to provide and does not include in the Royalty Fee any work or service that we determine is outside the scope of the LBS. If, in our sole discretion, Motto Franchising, LLC agrees to complete any work requested by you that is outside the scope of the LBS and/or is in the nature of an upgrade, enhancement or improvement ("**LBS improvements**"), (i) Motto Franchising, LLC will determine the cost and time required for such work in our sole discretion; (ii) you must pay the required amount before we begin the work; and (iii) any work and any LBS improvements will be owned and all rights retained by Motto/wemlo, including rights to adopt, exploit, modify and perfect such LBS improvements without compensation to you.

8. **BUSINESS IMAGE AND OPERATING STANDARDS.**

A. **APPEARANCE OF OFFICE.**

You agree to maintain the appearance of the Premises consistent with the image of a Motto mortgage office business as a modern, clean, attractive, and efficiently operated facility. You agree to take steps as reasonably required from time to time to maintain such appearance and efficient operation, including, without limitation, interior and exterior repair, and cleaning of the Office Premises, replacement of worn out or obsolete leasehold improvements, fixtures, equipment or signs; and periodic redecorating.

B. **SYSTEM STANDARDS AND OFFICE MATERIALS.**

Prior to the opening of the Office we will issue to you one or more printed or electronic copies of office materials containing trademark, graphic and other standards, recommendations, and other information relating to your obligations under this Agreement, your use of the Motto Marks and the general operation of the Office (the "**Office Materials**"). The mandatory elements of the System are set forth in the most current edition of the Brand Standards Manual; the balance of the Office Materials are recommended to you and provided solely as a resource. The entire contents of the Office Materials will remain confidential and the property of Motto Franchising, LLC and must be returned to us upon transfer, expiration or termination of this Agreement or upon Abandonment of the Office. We will have the right to add to and otherwise modify the Office Materials from time to time, if deemed necessary to improve the standards of service or quality or the efficient operation of the Office, to protect or maintain the goodwill associated with the Motto Marks or to meet competition. Such additions or modifications may be made by amendment or supplement to the Office Materials or by bulletins, notices or other written or electronic materials as we may publish from time to time. No such addition or modification, however, shall alter your fundamental status and rights under this Agreement.

You acknowledge and agree that the development and operation of the Office in accordance with the System, this Agreement, the Brand Standards Manual, and the mandatory provisions of the Office Materials is essential to preserve the reputation and high standards of quality and service of Motto mortgage offices and the goodwill associated with the Motto Marks. You further acknowledge and agree that the mandatory elements of the System, containing standards, procedures, policies and guidelines contained in the Office Materials, have been established for the purpose of preserving such reputation, standards and goodwill, but do not, and are not intended to, govern or control the day-to-day affairs, activities or business of the Office or the means and manner by which you conduct the operations of the Office, which shall always be your responsibility and subject to your discretion and control.

C. **COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.**

You acknowledge that it is your sole responsibility to secure and maintain in force all required licenses, permits and certificates relating to the operation of the Office and to operate the Office in full compliance with all applicable federal, state and local laws, ordinances and regulations, including, without limitation, government regulations relating to residential and commercial mortgages, mortgage brokers, loan originators, loan processing, occupational hazards, health, workers' compensation and unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes, RESPA, the Americans with Disabilities Act; Fair Housing Laws; federal and state laws that regulate privacy and data security (including but not limited to the use, storage, transmission, and disposal of data regardless of media type); the CAN-SPAM Act; the Telephone Consumer Protection Act; the Telemarketing Sales Rule, as well as other federal and state anti-solicitation laws regulating phone calls, spamming, and faxing. You further acknowledge that Motto Franchising, LLC is not responsible for ensuring that you comply with all applicable laws related to the operations of the Office.

You agree to notify Motto Franchising, LLC in writing within 5 days of the receipt of any notice of violation of any law, ordinance, or regulation relating to the Office, or the commencement of any regulatory investigation, or any action, suit or proceeding, or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect you or your financial condition or the operation of the Office.

In furtherance of the protection of the Motto Marks and the goodwill of the Motto Network, if Motto Franchising, LLC requires, you must, at your expense, have a third party conduct a periodic audit or review of your compliance in one or more of these regulated areas of operation of your business.

All of the advertising and promotion emanating from you or your Office must be completely accurate and non-deceptive and must conform to the highest legal and ethical standards for marketing and advertising. In all of your dealings with clients, customers, suppliers, us and the public, you must adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. All settlement service fees you receive or pay to an affiliate or third party must comply with all applicable laws, including without limitation, RESPA. You agree to refrain from any business or advertising practice which may be deemed to be unfair, deceptive, or abusive, or injurious to our business and the goodwill associated with the Marks and other Motto mortgage offices.

D. **INSURANCE.**

(1) **Required Insurance Coverage.**

You must at all times during the Term of the Franchise, and any renewal thereof, maintain in force at your sole expense such insurance coverage that we require from time to time and to meet the insurance related obligations in this Franchise Agreement. This insurance shall include, at a minimum, the following coverage. Your obligation to obtain and maintain the insurance described below is not limited in any way by reason of any insurance Motto Franchising, LLC or its Related Parties maintain, nor will your performance of such obligations relieve you of any obligations under the Section 5 of this Agreement. This insurance shall include, at a minimum, the following coverage:

a. **Comprehensive General Liability.**

Comprehensive general liability insurance insuring against claims for bodily and personal injury, and death and property damage, caused by or occurring in conjunction with the operation of the Office or otherwise in conjunction with the conduct of business by you pursuant to the Franchise Agreement, in the face amount of not less than \$2,000,000 per occurrence or claim and annual aggregate. Coverage must also include broad form contractual liability, broad form property damage, personal and advertising injury, premises liability and products liability.

b. Errors and Omissions.

Mortgage Brokers Errors and Omissions insurance in the face amount of not less than \$1,000,000 per occurrence or claim and annual aggregate. The retroactive date on the policy shall pre-date the commencement of professional services performed by Franchisee. Such policy shall not have a deductible or retention greater than \$10,000.

c. Automobile Liability.

Automobile liability insurance covering each vehicle titled or leased in the name of the Franchise or any of its Owners and used at any time for the business of the Franchise. Each such automobile liability insurance policy must be carried in at least the following amounts a combined single limit of liability for bodily injury and property damage of at least \$1,000,000. The policy must also include auto owned or hired and non-owned automobile coverage.

d. Worker's Compensation

Workers' compensation insurance in amounts prescribed by law. Employer's liability with a limit of \$1,000,000 each accident, each occupational disease, and occupational disease aggregate.

e. Cyber/Network Security and Privacy Liability Insurance

Cyber/Network Security and Privacy Liability Insurance (which must include coverage for phishing, social engineering, extortion, threats and ransom payments, incident and public relations costs, business interruption loss, and similar claims) in an amount of not less than \$1,000,000 combined single limit to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as confidential information of Motto Franchising, LLC and other Related Parties that we may designate, as well as their respective officers, directors, and employees. (If, after using your best efforts, you are unable to obtain coverage of \$1,000,000 due to the size of your Office, then you must have coverage in an amount that is appropriate for the size of your Office, but in no event should the combined single limit be less than \$500,000).

f. Insurance required by Landlord or Lender

Any insurance coverage required by the terms of any lease or required by any lender for the Premises and operations; and

g. Additional Insurance Required by Law

Any additional policies and insurance coverage that may be required by law; in amounts prescribed by law.

We may from time to time increase or decrease the minimum amount of coverage required under any policy and require different or additional kinds of insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances.

(2) Additional Recommended Insurance.

We recommend that you obtain and maintain media liability insurance, and employment practices liability insurance, and that you consult with an insurance advisor to determine the level of coverage that would be best for your Office. Where available, such additional insurance policies shall name Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC (and other Related Parties that we may

designate, as well as the respective officers, directors and employees of each), as additional insureds, provide coverage to Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC on a primary and noncontributory basis and contain a waiver by the insurance carrier of all subrogation rights against Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC and other parties covered by the insurance. You should also consult with an insurance advisor regarding whether there are any additional insurance policies that you should obtain.

(3) Commencement; Additional Insureds.

All required insurance policies must commence no later than the day the Office begins business operations and must name Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC (and other Related Parties that we may designate, as well as the respective officers, directors and employees of each) as additional insureds. The total limit of the insurance available to Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC under these insurance policies is to be primary and noncontributory. As such, each required insurance policy must provide Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC primary and noncontributory insurance coverage, meaning each required policy, as set out in this Subsection, must contain language stating to the effect that such policy will be primary to all other insurance available to Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC and such insurer will not seek contribution from any other insurance available to Motto Franchising, LLC or RE/MAX, LLC.

(4) Waiver of Subrogation.

All insurance policies must contain a waiver by the insurance carrier of all subrogation rights against Motto Franchising, LLC, RE/MAX Holdings, Inc., and RE/MAX, LLC and other parties covered by the insurance and must provide that Motto Franchising, LLC, RE/MAX Holdings, Inc., and RE/MAX, LLC receive 30 days prior written notice of termination, expiration, cancellation or modification of any such policy.

(5) A.M. Best Insurance Rating.

All insurance coverage required pursuant to this Subsection must be maintained under one or more policies of insurance—and contain such terms and conditions—as specified from time to time by Motto Franchising, LLC. You agree to obtain insurance policies with an insurance company that has a current A.M. Best's rating of at least a B- and an A.M. Best's financial size category of at least VI.

(6) Certificates of Insurance.

Motto Franchising, LLC uses a third-party vendor (as of the Agreement Date, that vendor is MyCOI) to track certificates of insurance obtained by franchisees and to confirm that the insurance policies they obtain meet all of Motto Franchising, LLC's requirements. You must register and provide insurance related information to MyCOI, or such other third-party vendor that Motto Franchising, LLC may designate, as well as sign and abide by MyCOI's terms of use (or the terms of use or user agreement of such other third-party vendor that Motto Franchising, LLC may designate). You must also authorize your insurance provider to work with and provide your insurance related information to this vendor. You will be required to furnish Motto Franchising, LLC, via its third-party insurance tracking vendor, a copy of the certificate of or other evidence of the procurement, renewal, or extension of each above referenced insurance policy at least 30 days prior to the effective date of such procurement, renewal, or extension; and thereafter annually or at our or our designee's request. The insurance certificate must show compliance with all required insurance specifications.

(7) Failure to Maintain Insurance.

If you at any time fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence of such insurance, we may, at our option and in addition to any other rights and remedies we may have under this Agreement, obtain such insurance coverage on your behalf, although we

are under no obligation to do so. You agree to fully cooperate with us and our third-party vendor in our efforts to obtain such insurance policies, promptly execute any and all forms or instruments required to obtain any such insurance, allow any inspections of the premises of the Office which are required to obtain such insurance, and reimburse us, on demand, for any costs, related administrative expenses and premiums we may incur. Should Motto Franchising, LLC cease using a third-party vendor, you agree to provide each required certificate of insurance directly to Motto Franchising, LLC.

(8) Third Parties Hired by Franchisee.

All third parties that you hire shall provide evidence of general liability coverage, automobile liability coverage, workers' compensation and employer's liability coverage, and other coverages we deem necessary. Coverage will be in favor of you and Motto Franchising, LLC and shall include additional insured status, primary and non-contributory coverage, and waiver of subrogation.

(9) Errors and Omissions Tails Coverage Required upon the Expiration, Termination, Abandonment or Transfer of this Agreement.

With regard to the mortgage brokers errors and omissions insurance, you agree to purchase an extended reporting period endorsement (also known as tails insurance) covering a period of 3 years after the expiration, termination, Abandonment or transfer of this Agreement, which endorsement shall be consistent with all of the conditions set forth in this Subsection for mortgage brokers errors and omissions insurance coverage, including without limitation, the requirement to name Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC (and other Related Parties that we may designate, and each of our and their respective officers, directors, and employees), as additional insureds, provide coverage to Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC on a primary and noncontributory basis and contain a waiver by the insurance carrier of all subrogation rights against Motto Franchising, LLC, RE/MAX Holdings, Inc. and RE/MAX, LLC and other parties covered by the insurance. You agree to provide Motto Franchising, LLC, RE/MAX Holdings, Inc., and RE/MAX, LLC with evidence that you have obtained such errors and omissions insurance within 30 days of the expiration, termination, or transfer of this Agreement. You agree that if you fail to obtain appropriate errors and omissions coverage, Motto Franchising, LLC, RE/MAX Holdings, Inc., and RE/MAX, LLC have the right—but not the obligation—to obtain it on your behalf, and that you must promptly reimburse Motto Franchising, LLC, RE/MAX Holdings, Inc., and RE/MAX, LLC for the cost thereof as well as related administrative expenses.

E. ORGANIZATION OF FRANCHISE OWNER.

The franchised business must be operated through a newly formed business entity that must be formed within 60 days of the Agreement Date. You represent, warrant and agree, as a business entity and as individual Owners, that:

(1) You have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation; and

(2) You are duly organized and validly existing in good standing under the laws of the state of your incorporation, organization, or registration, that you are duly licensed and have the authority to execute, deliver and carry out all of the terms of this Agreement; and

(3) During the Term of this Agreement the only business you (i.e., the Business Entity) will conduct will be the development, ownership, and operation of the Office. You may operate an Existing Business only with Motto Franchising, LLC's and only through a separately incorporated or formed business entity; and

(4) The articles of incorporation, by-laws, articles of organization, partnership agreement and other organizational documents of the Business Entity ("**Organizational Documents**") recite that the issuance and transfer of any interest therein is restricted by the terms of this Agreement and all issued and

outstanding stock certificates or certificate of membership interest or other evidence of ownership of any such Business Entity shall bear the following clause restricting transfer:

“The transfer of this stock (or other interest) is subject to the terms and conditions of the franchise agreement between this corporation (or other entity) and MOTTO FRANCHISING, LLC. These restrictions prohibit transfer without the prior written approval of MOTTO FRANCHISING, LLC.”; and

(5) You and each Owner represent, warrant and agree that all “interests” (defined in Subsection 12.B below) in Franchise Owner are owned in the amount and manner described in the Ownership and Management Information form (attached as Exhibit A to this Agreement), that all information set forth in the Ownership and Management Information form is true and accurate and that the sole proprietor, shareholders, partners, members, officers, managers, directors and other individuals who have legal or equitable ownership in—or the legal right to control—the Business Entity are fully described therein. You and each Owner further represent, warrant, and agree to amend the Ownership and Management Information form to keep it accurate and current at all times, and to promptly provide Motto Franchising, LLC with any and all updates thereto. At our request, you shall provide us with copies of your certificate of incorporation, registration, or articles of organization, as the case may be, as well as copies of your by-laws, partnership or operating agreements, buy-sell agreements, and any other relevant documents we may request; and

(6) You and each Owner agree to execute a guaranty in the form attached to this Agreement, undertaking personally to be bound, jointly and severally, by all payment and other provisions of this Agreement and any ancillary agreements between you and us; and

(7) At our request you agree to promptly provide us with any Organizational Documents, buy-sell agreements and other relevant documents that we may request.

#### F. MANAGEMENT OF THE OFFICE.

You or your Office must be licensed in at least one state as a mortgage broker, or the equivalent under your state’s law. All employees performing loan origination services at the Office must at all times have valid licenses as mortgage loan originators or such other license(s) as may be required under applicable law to perform the Services. The Office must be staffed with at least one full time manager (the “*Manager*”), which may be you, and at least one full time licensed loan originator. You agree to ensure that all Loan Originators are supervised by the Manager, and that the Manager will be charged with responsibility for continuing personal guidance, oversight, day-to-day management, orientation, instruction, and supervision of your Loan Originator(s).

You or your Manager must devote sufficient time and efforts to the management and supervision of the Office. If you own more than one Motto mortgage office, each Motto mortgage office must be under the direct supervision of a manager.

You and the Manager shall scrupulously observe and adhere to all federal and state regulations applicable to the Services of the Office. You, the Manager, and each Owner that holds a mortgage loan originator license shall maintain registration of such license(s) with the Office, and with no other mortgage brokerage office.

You shall take such steps as are necessary to ensure that your employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as we may establish from time to time in the Office Materials or otherwise in writing. You agree to respond promptly to customer complaints and shall take such other steps as may be required to ensure positive customer relations. You and your employees shall handle all customer complaints in a manner that will not detract from the name and goodwill associated with the Marks.

You are solely responsible for all employment decisions for the Office, including hiring, firing, remuneration, personnel policies, education, benefits, and maintaining supervision and disciplines, regardless of whether you received advice from Motto Franchising, LLC on any of these subjects.

G. **INITIAL AND ONGOING EDUCATION.**

You shall attend in its entirety and successfully complete, prior to the opening of the Office, the next scheduled Motto initial education program ("***Initial Education Program***") that we conduct for new Motto mortgage office franchisees in Denver, Colorado or such other place as we may reasonably designate including, in our sole discretion, online via web conferencing or webinar. You must complete required education within 60 days after the Agreement Date. Provided they are appropriately reflected in our records as affiliated with the Office, you may send two people (including you) from your Office to our Initial Education Program free of charge, although you will be responsible for all travel, meal, lodging, and entertainment expenses incurred while attending the education program.

In addition, if required by us, prior to renewal of the Franchise, you or one of your principal Owners shall, at your expense, complete such education course(s) as deemed necessary by us.

We require certain LBS training for you and your Loan Originators and we recommend but do not require that your Loan Originators complete other initial education programs provided by us. However, we may require certain specialized or refresher education be completed as we deem necessary or appropriate from time to time. Loan Originators must complete education programs provided by third parties that are required to obtain or maintain a loan originator license. You are responsible for all costs to attend and all related travel and living expenses and wages incurred in connection with you and your employees, Loan Originators and any other employees attending these education programs.

H. **PROFESSIONAL MEMBERSHIPS.**

You agree to join and remain a member in good standing and comply with the by-laws and rules and regulations of your state Mortgage Broker Association as well as the national Association of Mortgage Professionals.

I. **CONFERENCES, MEETINGS AND RETREATS**

You are strongly encouraged to actively participate in and attend the education courses that we may periodically choose to provide (either online or in-person) as well as other meetings and retreats. You agree to pay reasonable registration or similar fees for these courses, meetings, and retreats, as well as any travel, meal, lodging, and entertainment expenses incurred in connection with attending such events.

J. **SUPPLIES AND PROMOTIONAL MATERIALS.**

Motto Franchising, LLC prescribes standards respecting the nature and quality of the supplies and promotional materials that bear the Motto Marks that you use in the operation and promotion of the Office. Although neither you nor your Loan Originators are required to purchase supplies or promotional materials from a source approved by Motto Franchising, LLC, we encourage you to do so. If you or your Loan Originators obtain supplies or promotional materials from sources other than a source approved by Motto Franchising, LLC, you agree to ensure that they are of at least the same quality as are available from sources approved by Motto Franchising, LLC. You shall ensure that all such materials and supplies, including without limitation, all advertising, promotional and marketing materials and all stationery and signage that you use or that are used by your Loan Originators comply with the standards and guidelines established by Motto Franchising, LLC for proper use of the Motto Marks including, without limitation, the standards and guidelines set forth in the Brand Standards Manual. You understand and agree that Motto Franchising, LLC does not assume any liability for the acts or omissions, or guaranty the performance, of any supplier, whether approved or not.

K. **MODIFICATIONS AND IMPROVEMENTS TO SYSTEM.**

We may change the System or any part of the System at any time, and such changes shall become part of the System referred to in this Agreement provided, however, that changes to the mandatory elements of the System shall pertain solely to the protection and goodwill of the Motto Marks. Any improvements in the System that may be developed by you are hereby assigned and conveyed to and become the sole and exclusive property of Motto Franchising, LLC, which will have the right to adopt, exploit, modify and perfect such improvements without compensation to you. You hereby assign, transfer and set over to Motto Franchising, LLC the entire right, title and

interest in and to such improvements in the System, including the right to recover damages and profits for any past, present, or future infringements of such improvements, for the use and enjoyment of Motto Franchising, LLC and its successors or assigns.

**L. COVENANT CONCERNING DELEGATION OF PERFORMANCE.**

You agree that Motto Franchising, LLC has the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

**M. COMPLIANCE WITH ANTI-TERRORISM LAWS.**

You and your Owners agree to comply with and/or to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, you certify, represent, and warrant that neither you nor your Owner's property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws, and that neither you nor your Owners are otherwise in violation of any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" means United States Department of State Executive Order 13224, the *USA PATRIOT Act*, and all other present and future U.S. federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you, any of your Owners, or any of your or your Owners' employees, or any "blocking" of your or any of your Owners' assets under the under the Anti-Terrorism Laws, shall constitute grounds for immediate termination of this Agreement and any other agreement that you or any of your Owners has entered into with us (or any of our Related Parties) in accordance with the termination provisions of this Agreement. You shall notify Motto Franchising, LLC in writing immediately of the occurrence of any event that renders the foregoing certifications, representations, and warranties of this Section incorrect.

**N. COMPLIANCE WITH THE UNITED STATES FOREIGN CORRUPT PRACTICES ACT.**

You and your Owners represent that you are familiar with the United States Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 (the "FCPA"), and the purposes of the FCPA. In particular, you and your Owners understand the FCPA's prohibition of the payment of money or the gift of anything of value, either directly or indirectly, to a foreign official to influence the foreign official in his or her official capacity, to induce the foreign official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. As of the Agreement Date, a copy of the FCPA may be found on the Internet at: [www.justice.gov/criminal-fraud/statutes-regulations](http://www.justice.gov/criminal-fraud/statutes-regulations). You and your Owners represent and warrant that you will take no action that would constitute a violation of the FCPA or any law of similar effect or nature. Further, you and your Owners represent and warrant that you are, and shall remain, in compliance with all applicable legal requirements and Motto Franchising, LLC's policies against corrupt business practices, against money laundering and against facilitating or supporting persons who conspire to commit crimes or acts of terror against any person or government. You agree to immediately notify us in writing of the occurrence of any event which renders the representations and warranties of this Subsection 8.N incorrect.

**O. CRISIS SITUATIONS.**

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



9. **GUIDANCE AND ASSISTANCE.**

A. **EDUCATION.**

Prior to the opening of the Office, you or your Owner responsible for the Office will be provided with a mandatory Initial Education Program at the headquarters of Motto Franchising, LLC, or at such other location as Motto Franchising, LLC may designate (including, in Motto Franchising, LLC's sole discretion, online education via web conferencing or webinar). The Initial Education Program will cover the operation of a Motto mortgage office franchise including, but not limited to, office and business establishment, recruiting and growth methods, brand standards, and exposure to Listed Mortgage Wholesalers. Teaching methods and tools utilized may include course workbook, digital files, interactive flash drive, the recruiting presentation series, audio and visual materials, slides, and overhead usage. Other than materials we specify as unavailable, you or your Owner attending the Initial Education Program will be entitled to use the materials and forms distributed on a loan basis only. These materials must be returned to us upon termination or expiration of this Agreement or Abandonment of the Office. We provide initial education for 2 attendees at no cost. Additional attendees we require may attend Initial Education at our then current fee, which we estimate will be \$0 to \$500 per attendee.

We provide access to online education courses as a means to deliver educational and motivational programming. Except for premium programming, such as accredited courses, the programming is available free of charge. Premium programming, such as accredited courses, will be charged at the then current rate set by Motto Franchising, LLC in its sole discretion; as of the Agreement Date course costs range from \$100 to \$2,000. We also offer live education engagements (including through in person education or webinars) that cover various intensive/advance topics, including origination and process automation. These education programs may be modified or discontinued at any time, are offered for varying periods of time, and are charged on a time basis at a rate set by Motto Franchising, LLC in its sole discretion; as of the Agreement Date these education programs are offered for periods of 1 to 5 days with charges ranging from \$1,000 to \$10,000.

You are responsible for all costs to attend and all related travel and living expenses and wages incurred in connection with you and your employees, Loan Originators and any other employees attending these education programs.

B. **OPENING ASSISTANCE.**

Prior to the opening of the Office, we will make available to you one or more printed or electronic copies of office materials, which includes the Brand Standards Manual (the "*Office Materials*"). These materials will include information to familiarize you with the System and assist you in the opening of the Office.

During the first month of operation of the Office, upon your written request, we will, at your expense, send one of our representatives to the Premises to assist you for one day. If you request, and we agree to provide, additional or special guidance, assistance, or education during this on-site support period, then you agree to pay our then applicable charges, including our personnel's travel, meal, and lodging expenses.

C. **ADVERTISING AND PROMOTION.**

We will collect monies paid to, control and administer the Marketing Fund described in Subsection 6.C. of this Agreement. Although the specific use and allocation of monies in the Marketing Fund shall be determined by Motto Franchising, LLC in our sole discretion and may change from time to time, all monies in the Marketing Fund, including any interest, dividends, capital gains or other income, will be used for the preparation and placement of local, regional, and/or national advertising materials, programs and public relations activities, and technology related services (which include, without limitation, professional services pertaining to marketing and development, such as web hosting, licensing, and consulting fees), as well as related administrative and maintenance costs. Marketing may be disseminated through television, video, radio, billboard, magazine, newspaper, Internet, and other media campaigns. Motto Franchising, LLC reserves the right to make certain assets owned by us, including our websites, domain names, and trademarks, available to our Related Parties for purposes related to their advertising and marketing efforts, including, for example, advertising on websites owned by us.

You understand that the Marketing Fund administered by us is intended to maximize general public recognition of the Motto Marks and the System and services offered by Motto mortgage offices. Motto Franchising, LLC does not undertake any obligation to ensure that expenditures by the Marketing Fund are proportionate or equivalent to the contribution to it by Motto mortgage offices or that any Motto mortgage office will benefit directly or in proportion to its contribution to the Fund from the development of marketing and advertising materials or the placement of advertising. Motto Franchising, LLC may at any time vary, waive, reduce, or defer Marketing Fund contributions and operations. As a result, you understand that not all franchisees may contribute to the Marketing Fund on the same basis as other franchisees. Motto Franchising, LLC does not have any fiduciary obligations to you or any other Motto mortgage office in connection with the establishment of the Marketing Fund or the collection, control, or administration of monies paid into the Fund and Motto Franchising, LLC expressly disavows the existence of any such fiduciary relationship. Motto Franchising, LLC may operate the Marketing Fund directly or through a successor entity, and any successor entity shall have all the rights and duties described in this Agreement for the Marketing Fund.

We may make available for use certain website, marketing and promotional content, including website templates, e-mail marketing materials, social media content and imagery (the "Marketing Content"). You hereby acknowledge and agree that you will observe any limits on the use of such Marketing Content that are required by us, by law, or by anyone with an interest in such Marketing Content. The use of any Marketing Content may be discontinued at any time at our sole option, and you agree to take any action required to discontinue such use when required. You further agree (i) to use the Marketing Content in a manner compliant with the Brand Standards Manual; (ii) to use the Marketing Content only for promoting and advertising the Office and the Permitted Mortgage Services specified in this Agreement, and not in any way that harms, disparages, detracts from, or devalues Motto Franchising, LLC or its Related Parties and their respective officers, directors, employees and shareholders; (iii) to comply with any expiration date(s) for such Marketing Content, regardless of how such dates are communicated; (iv) upon an expiration date that applies to particular Marketing Content, to immediately delete, destroy, and otherwise stop any and all usage of, any products or materials, even ones that you have created or purchased, that incorporate or use any portion of such expired Marketing Content; and (v) upon any notification from us requiring that you do so, to immediately delete, destroy, and otherwise stop any and all usage of, any products or materials, even ones that you have created or purchased, that incorporate or use any portion of the Marketing Content that is the subject of such notification. You also hereby agree that if you modify the Marketing Content in any manner, including but not limited to adding your business contact information or adding localized advertising claims regarding Office performance, market presence, market share, or other claimed achievements, you do so at your own risk and you assume any and all liability for (a) any claims that such usage violates applicable rules, laws or regulations or is otherwise improper, including due to copyright infringement or a misleading or false advertisement, and (b) any and all costs incurred by Motto arising from any claims relating to your usage of the Marketing Content, including court costs and attorney fees.

#### Your Advertising

You agree to spend a minimum of \$200 per month to advertise and promote your Office. Motto Franchising, LLC reserves the right in our sole judgment to increase this amount by up to 20% each year commencing 12 months from the date that you open your Office.

You agree that your advertising, promotion, and marketing will be completely clear, accurate, and not misleading, and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe at any time and from time to time.

#### **D. CONSULTATION AND EDUCATIONAL COURSES.**

Motto Franchising, LLC may make available to you on a reasonable basis, either at the Office or via video or telephone conferencing, consultation and guidance relating to the RE/MAX System. We will have the right to charge you, and you agree to pay our per diem rate and all travel, lodging, meal, and related expenses incurred by us for any consultation services provided to you beyond the services ordinarily provided by us to RE/MAX offices. The time and frequency of any such services will be subject to the availability of our personnel.

For purposes of this Agreement, "*Consultation Services*" that you may request may include on-site operational assessment of your Office, on-site additional education as needed for you or your Owners, your Loan Originators, or any of your other personnel, off-site sessions; and other specialized assistance.

E. **SYSTEM RECOGNITION AND PROMOTION.**

Motto Franchising, LLC will encourage the use of the Motto Marks and the System and Motto mortgage services.

F. **CONVENTIONS AND SEMINARS.**

You will be entitled to attend Motto Franchising, LLC's annual conventions, as well as occasional educational seminars it holds, designed to enhance the image of the System, and provide a forum for the exchange of ideas and information on the operation of Motto mortgage offices. Attendance is highly recommended. If you decide to attend any of these conventions or seminars, you will be responsible for payment of all travel, meal, lodging, and entertainment expenses, as well as a registration fee. Nominal fees or charges may also be assessed for a variety of other social functions, as well as for educational and certification classes for obtaining professional credits.

G. **PROFESSIONAL PUBLICATIONS AND MATERIALS.**

You will be entitled to receive from time to time any publications and materials produced and distributed by us to recognize the achievements of—and to highlight recent and future events that are of interest to—Motto mortgage offices. Additionally, we may make available a list of approved suppliers. All of this information is owned by Motto Franchising, LLC and is considered confidential and proprietary.

10. **RECORDS, REPORTS, AND FINANCIAL STATEMENTS.**

During the Term, you agree to establish and maintain, at your own expense, record keeping and accounting systems conforming to the requirements and formats prescribed by us from time to time. All books and records of the Office must be maintained at the Premises. We may require you to use a Computer System to maintain certain data and other information and to report such information to us via a website or other means. You agree to furnish us in the manner and format that we prescribe:

(a) on or before the 10<sup>th</sup> day of each month (or such other time we may prescribe) a report on the Office's revenues, volume, and related data for the preceding month, including, but not limited to, gross revenue, number of mortgage transactions, number of closed units, dollar volume, and lender paid compensation; and

(b) on or before the 10<sup>th</sup> day of each month (or such other time as we may prescribe), Loan Originator, transaction, and related data for the preceding month, including, but not limited to, a list of each Loan Originator at your office, the lender paid compensation earned by each Loan Originator, the number of mortgage transactions closed, and the amount of each mortgage transaction; and

(c) Within 15 days of Motto Franchising, LLC's request (i) the operating statements, financial statements, statistical reports, purchase records, and other information we request regarding you and the Office covering the previous calendar quarter and the fiscal year to date, and you must certify these statements are true and correct; and

(d) within 60 days following the end of each fiscal year during the Term, annual profit and loss and source and use of funds statements and a balance sheet for the Office as of the end of the prior calendar year; and

(e) within 30 days following your filing of tax returns for the Office (or upon request), copies of federal and state income tax returns, and any other forms, records, books, and other information we periodically require relating to the Office.

We may disclose data derived from these reports, although we will not without your consent (unless required by law) disclose your identity in any materials that we circulate publicly.

You agree to preserve and maintain all records in a secure location at the Premises for at least 3 years or longer if required by applicable law (including, but not limited to, purchase orders, invoices, payroll records, customer lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers). We may require you to have financial statements prepared annually during the Term.

You agree throughout the term of the Agreement to be, and remain in, full compliance with all applicable data privacy and security laws and regulations.

No reports and records or other information supplied to us pursuant to Section 10 shall be considered confidential. We shall have the right to use information derived from that supplied by you for our own business purposes, to disclose such information as may be required by law and governmental authority, and to aggregate such information with other franchise information and disclose such aggregated information as we deem appropriate. For avoidance of doubt, we may only collect information and documents specifically identified in this Agreement. Nothing contained in this Section 10 allows us to collect, copy, image, photograph, or make other electronic recording of any kind of structured or unstructured data, including electronic correspondence or electronic files you may maintain or any other documents that are not specifically identified in this Agreement.

You agree to separately identify and timely report to us all information applicable to each Branch Office as part of your monthly reporting obligations set forth in this Section 10; provided, we shall have no obligation to any party to aggregate or separate any data that relates to the Main and/or Branch Office or to provide such data in any format other than the format selected by us in our sole discretion.

11. **INSPECTIONS AND AUDITS.**

A. **ACCESS TO ACCOUNTING RECORDS.**

To determine whether you are complying with the reporting and payment related obligations of this Agreement, we will have the right at any time during business hours, and upon notice as provided below, to inspect, audit and copy, or cause to be inspected, audited and copied, at your Office or such other place where your accounting records may be located, the books and accounting records of the Office and other data relating to your reporting and payment obligations to us, including the books and accounting records of: (i) any business whose funds may be commingled with the funds of the Office; (ii) any other business owned or operated by you or your Owners that operates at the same location as the Office; or (iii) any other business using the Motto Marks. As part of any such inspection and audit of reporting and payment related materials we also have the right to interview Office personnel and staff, inspect your computer system (including any hardware, software, or storage media and “cloud” storage sites) where your accounting records and books may be maintained and conduct such other tests, reviews and inspections of your books and accounting records deemed desirable by us. You will cooperate, and you must ensure that everyone affiliated with your Office cooperates, with us or our representatives (including but not limited to independent accountants) that may be hired by us to conduct such inspection, interview, or audit, and you will permit us or our representatives to take photographs, videos, or other electronic recordings of the Office.

We will provide you with not less than 48 hours advance notice of any inspection and audit of your reporting and payment related materials, except if a circumstance arises where we believe that criminal, unethical or other activity that adversely affects—or is likely to adversely affect—the reputation or image of the Motto brand or the goodwill associated with the Motto Marks is occurring in your Office. In such event, we shall have the right at any time during business hours, without notice to you, to conduct an inspection and/or audit of the reporting and payment related records of your Office. Nothing contained in this Section 11 allows us to collect, copy, image, photograph, or make other electronic recordings of structured or unstructured data, including electronic correspondence or electronic files that you maintain or any other documents that are not specifically identified in this Agreement.

B. **AUTHORIZATION FOR RELEASE OF RECORDS; AUTHORIZATION TO CONDUCT CREDIT REPORT AND BACKGROUND CHECK.**

You authorize any federal, local or state body regulating or supervising mortgage brokerage practices to release to us all records and information it maintains for your Office including the names of Loan Originators licensed with your Office, complaints filed against you or anyone affiliated with your Office, or information pertaining to any disciplinary actions taken against you or anyone affiliated with your Office. You also authorize us to conduct a credit report, criminal background check, and/or asset investigation, on you, your Owners, or anyone affiliated with your Office, at any time (including up to one year after the termination or expiration of this Agreement or Abandonment of the Office), and for any reason, including but not limited to making decisions relating to the enforcement of the Agreement. You agree to fully cooperate with us in accessing information maintained by the regulatory authorities and conducting a credit report or criminal background check and, to that end, you agree to provide us with such information, execute such documents or take such other action as we deem necessary.

C. **UNDERSTATEMENT OF AMOUNTS OWED/COST OF INSPECTION OR AUDIT.**

If an inspection or audit reveals that (i) more than 3 Loan Originators were employed in the Office without our knowledge, and/or (ii) an understatement of any fees, payments, or amounts otherwise owed to us under this Agreement, you must pay us, within 10 days after receipt of the examination report, such additional Royalties as we may require for the additional Loan Originators, and/or the amount of the understatement, plus our service charges and interest at the rate provided in Subsection 6.D of this Agreement on the understated amounts from the date originally due until the date of payment. Further, in the event an inspection, audit, or examination is made necessary due to your failure to furnish reports, supporting records, or other information as required by this Agreement, or to furnish reports, records, and information on a timely basis, or if the inspection reveals other conduct that is in any way unlawful or in breach of this Agreement, you must reimburse us for the cost of the inspection, audit, or examination, including, without limitation, the charges of any of our representatives (including but not limited to attorneys and independent accountants) and the travel expenses, room and board, and compensation of our employees. The foregoing remedies are in addition to all of our other remedies and rights under this Agreement and applicable law.

If we conduct an inspection, audit, or examination which reveals more than 3 Loan Originators were employed in the Office without our knowledge and a Royalty or Fund contribution understatement exceeding 5% of the amount that you actually reported paid to us within any portion or through the entire period of examination, you agree to immediately pay us the additional amount due as shown by the examination plus interest (to be calculated as set forth in Subsection 6.D.). You must also immediately reimburse us for the of the inspection, audit, or examination, including, without limitation, the charges of any of our representatives (including but not limited to attorneys and independent accountants) and the travel expenses, room and board, and compensation of our employees. Any such understatement and underpayment is a material breach of this Agreement and, in addition to our other remedies and rights under this Agreement and applicable law, we shall have the right to terminate this Agreement immediately upon notice to you, without opportunity to cure.

12. **TRANSFER AND ASSIGNMENT PROVISIONS.**

A. **TRANSER BY MOTTO FRANCHISING, LLC.**

This Agreement is fully transferable by us and will inure to the benefit of any person or entity to whom it is transferred, or to any other legal successor to our interest in this Agreement. You consent to any such assignment or transfer. Following the effective date of transfer or assignment, you shall look solely to the transferee or assignee, and not to us, for the performance of all obligations contained in this Agreement. We will not be required to obtain your consent or provide you with any notice in connection with any such transfer or assignment. You agree to execute any documents and take such other action required or deemed necessary by us or our transferee or assignee to effect such transfer or assignment.

**B. NO TRANSFER OR ASSIGNMENT BY YOU OR YOUR OWNERS WITHOUT APPROVAL.**

You understand and acknowledge that the rights and duties created by this Agreement are personal to you, or if you are a Business Entity, your Owners, and that we have entered into this Agreement in reliance upon the individual or collective character, skill, aptitude, business ability, and financial capacity of you or, if appropriate, your Owners. Accordingly, neither this Agreement, the Franchise, all or a substantial portion of the assets of the Franchise or Office, nor any interest (as defined below) belonging to you or your Owners may be voluntarily, involuntarily, directly or indirectly, sold, leased, conveyed, given away, subfranchised, sublicensed, pledged, mortgaged, assigned, transferred, encumbered or otherwise disposed of by you or your Owners (including, without limitation, by will, inheritance, declaration of or transfer in trust or by operation of law) without our prior written approval. Any such assignment, transfer or encumbrance without such approval shall have no effect and shall constitute a breach of this Agreement. A transfer of ownership of the Franchise or Office (or its assets) may only be made in conjunction with a transfer of this Agreement. For purposes of this Section and any other Section of this Agreement, an “*interest*” shall mean shares of your stock or securities convertible into shares of your stock (if you are a corporation); proprietorship, partnership, membership or other interest (if you are a proprietorship, partnership, limited liability company or other type of business entity); or any other equitable or legal right in or to any shares of such stock or in any such proprietorship, partnership, membership or other interest. Any unauthorized sale, lease, conveyance, gift, subfranchise, sublicense, pledge, mortgage, assignment, transfer or encumbrance by operation of law or otherwise, or any attempt to do so, shall be deemed void and grounds for us to terminate this Agreement.

**C. CONDITIONS FOR TRANSFER OR ASSIGNMENT OF LESS THAN A CONTROLLING INTEREST.**

If you, or if you are a Business Entity, your Owners, propose to transfer or assign any interest or interests totaling, in the aggregate, less than a controlling interest, we will not unreasonably withhold our consent to such transfer or assignment to persons who meet our qualifications for owners of Motto mortgage offices, although we reserve the right to impose reasonable conditions as a prerequisite for receiving our approval. Such conditions may include some or all of the conditions set forth in Subsection 12.D. below, as we deem appropriate under the circumstances. “*Controlling interest*” shall be defined to be any interest greater than 50% ownership interest in a proprietorship, partnership or limited liability company or other type of business entity or, if a corporation, any interest greater than 50% of the equity and voting power of all issued and outstanding capital stock.

**D. CONDITIONS FOR TRANSFER OR ASSIGNMENT OF AGREEMENT OR CONTROLLING INTEREST IN FRANCHISE OWNER.**

If you or your Owners propose to transfer or assign this Agreement, the Franchise, the assets of the Franchise or Office or a controlling interest (as defined above), we will not unreasonably withhold our consent provided you or your Owners, as appropriate, submit to us in connection with the request for our consent such financial and other information we prescribe demonstrating that the transferee(s) or assignee(s) have sufficient business experience, aptitude, qualifications and financial resources in our judgment to operate the Office and that they otherwise meet our criteria for ownership of a Motto franchise. Because we place great value on developing business relationships with, and have relied on the personal skills of, individual franchise owners, we have generally permitted transfers or assignments only to individuals or entities closely owned or held by such individuals. In addition, our franchise agreements prohibit, and we do not permit, franchisees to engage in competitive businesses without express written permission. Moreover, we may decline transfers or assignments to competitors or entities controlled by or directly or indirectly affiliated with competitors or organizations in which conflicts of interest may arise, or for which their Motto mortgage office will not be their principal focus. Accordingly, it shall not be deemed unreasonable for us, and we expressly reserve the right (i) to withhold our consent to proposed transfers or assignments to institutions (whether held publicly or privately) including, by way of example only, banking or other financial institutions, mutual fund companies and insurance companies, mortgage lenders and title companies; and (ii) to withhold our consent to proposed transfers or assignments to individuals or entities offering products or services that directly or indirectly compete with the products or services offered by Motto mortgage offices or us, or that are designed to bolster other business activities as opposed to focusing primarily on the Motto mortgage brokerage business, including without limitation, real estate, mortgage, title, insurance, relocation or franchising services; and/or (iii) to withhold our consent

to proposed transfers or assignments if we have reason to believe that the transfer is being made in exchange for the referral of business to the Office.

In addition, we may require that any or all of the following conditions be met before or at the time of such assignment or transfer:

- (1) you and your Owners must be in compliance with the terms and conditions of this Agreement and any other franchise or other agreements you or your Owners may have with us;
- (2) the transferee (i) has a valid mortgage broker license, or such other license as may be required under applicable law to perform the Services; (ii) employs at least 1 licensed Loan Originator; and (iii) has sufficient business experience, aptitude, education, record of compliance with applicable laws, and financial resources to operate the Office;
- (3) you have paid all Royalties, Marketing Fund contributions and other amounts owed to us and our Related Parties, including the entire unpaid balance of any promissory note with us and any interest due on such note;
- (4) you must submit to us current, accurate financial statements and other documents of the proposed transferee(s) or assignee(s) sufficient to enable us to determine and to either approve or disapprove, in our sole discretion, the character, creditworthiness, business experience, professional credentials and ethical background of the proposed transferee(s) or assignee(s);
- (5) at least 30 days prior to the date of the proposed transfer, you must submit to us for our review and prior approval all proposed transfer or assignment documents, including any purchase and sale agreements to be executed in connection with such transfer or assignment, which documents must be acceptable to us;
- (6) you have submitted all reports and statements required under this Agreement;
- (7) neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a competitive business;
- (8) the transferee(s) or assignee(s) must meet our then current subjective and objective standards for new franchisees, including, if then applicable, those relating to relevant experience, education and licensing, background and past record of compliance with laws, financial capacity, skills, integrity and other qualities of character. The transferee(s) or assignee(s) must also execute a form authorizing Motto Franchising, LLC to obtain a consumer report and to conduct a credit and background check;
- (9) you or your Owners have demonstrated to our satisfaction (in our sole discretion) that the compensation paid to the transferor or by the transferee is reasonably related to the value of the interest transferred;
- (10) the transferee satisfactorily completes our Initial Education Program then being offered by us;
- (11) if your lease or sublease for the Premises requires it, the landlord of the Premises must have consented to the assignment of the lease or sublease of the Premises to the transferee(s) or assignee(s) your lessor consents in writing to the transfer of the Lease or sublease of the Premises to the transferee (or, if you are subleasing the Premises, the sublessor and master lessor consent in writing to the transfer of the sublease to the transferee and the transferee agrees in writing to assume your obligations under the sublease);
- (12) any applicable agency or authority with jurisdiction over the Office approves the transfer of this Agreement to the transferee;

(13) the transferee shall (if the transfer is of this Agreement), or you shall (if the transfer is of a controlling ownership interest in you or one of your Owners), sign our then current form of franchise agreement and related documents (including, without limitation, our then current form of Trademark and Post-Termination Obligations Acknowledgement and our then current form of Guaranty and Assumption of Obligations, if applicable), any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, including the Royalty and the Marketing Fund contributions, provided, however, that the execution of the new franchise agreement will terminate this Agreement (except for your guarantees, the post-termination obligations under this Agreement, and all other rights and obligations that survive termination or expiration of this Agreement);

(14) you or the transferee pays us a transfer fee equal to \$2,500, plus any amounts necessary to cover other costs, such as administrative and legal expenses, we may incur in connection with such transfer or assignment (our costs could be significantly higher than the transfer fee depending upon the nature and complexity of the transaction);

(15) you and your Owners must execute a transfer or assignment agreement or similar document which, as we may require, may include post-transfer non-competition restrictions for you and all or some of your Owners for what would have been, absent such transfer, the then-remaining term of this Agreement, and such other documents as we may require or deem important or desirable to the preservation and protection of our rights; and you and your Owners must provide us and/or our Related Parties and our and their respective officers, directors, employees and shareholders on the then current form we prescribe, a full general release and waiver in the form that we require;

(16) we have determined that the purchase price and payment terms will not adversely affect the transferee's operation of the Office;

(17) you and your transferring Owners (and your and your Owners' spouses) must not, beginning on the transfer's effective date and for the period(s) of time indicated in the applicable section(s), engage in any of the activities proscribed in Subsection 14.J;

(18) you and your transferring Owners will not directly or indirectly at any time or in any manner (except with respect to other Motto mortgage office you own and operate) identify yourself or themselves or any business as a current or former Motto mortgage office or as one of our franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of a Motto mortgage office in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us; and

(19) you purchase an extended reporting period endorsement covering a period of 3 years from the date of transfer of this Agreement (as set forth in more detail in Subsection 8.D).

You agree that it shall not be unreasonable for Motto Franchising, LLC to refuse to consent to an assignment or transfer on the basis that one or more of the above conditions have not been met. You also acknowledge and agree that each of the above conditions is for the benefit of Motto Franchising LLC and that Motto Franchising, LLC may waive the fulfillment of any condition.

E. **DEATH, INCOMPETENCY OR PERMANENT DISABILITY.**

Upon the death, incompetency, or permanent disability (as defined below) of you or any Owner, the executor, administrator, conservator or other personal representative (hereinafter "*Personal Representative*") of such person may sell or transfer his/her interest in this Agreement and the Franchise Office within a reasonable time, not to exceed 6 months from the date of death or determination of incompetency or permanent disability, to a person we have approved. Such sale or transfer, including, without limitation, transfers by a will or by inheritance, will be subject to all the terms and conditions for assignments and transfers contained in this Agreement. Alternatively, the Personal Representative may choose to close the Office and terminate the Agreement within that 6-month period provided all other Owners agree with that decision and provided the Personal Representative and all other Owners give Motto Franchising, LLC at least 60 days written notice of their election to terminate, any and all outstanding fees have been



paid in full, and they sign a termination and mutual release agreement. During that 6-month period, the Office must be under the primary supervision of a manager who has a valid license and otherwise meets our management qualifications. Failure to appoint such a manager or to dispose of such interest within that 6-month period of time will constitute grounds for immediate termination of this Agreement.

For purposes of this Agreement, “*incompetency*” or “*permanent disability*” shall mean the inability to perform the usual and customary tasks necessary to operate the Office in compliance with the terms and conditions of this Agreement through the remainder of the Term. If requested by Motto Franchising, LLC, you or your Personal Representative shall provide Motto Franchising, LLC with a written opinion from your medical doctor stating that you are incompetent or that you have a permanent disability rendering you unable to operate the Office for the remainder of the Term.

F. **TRANSFER TO A BUSINESS ENTITY.**

If you are in full compliance with this Agreement, we will not unreasonably withhold our approval of a proposed assignment or transfer of this Agreement to a Business Entity provided you, or if there is more than one of you, all of you together, maintain and own a controlling interest (as defined above) in the Business Entity and, if you have not already done so, you execute a Guaranty and Assumption of Obligations, in the form prescribed by us, in which you personally guarantee and agree to be bound by, and responsible for the performance of, all of the terms, conditions, covenants and obligations under this Agreement. In addition, we reserve the right to impose reasonable conditions as a prerequisite for receiving our approval to any proposed assignment or transfer to a Business Entity. Such conditions may include some or all of the conditions set forth in Subsection 12.D. above, as we deem appropriate under the circumstances, except that we will not charge a transfer fee for any permitted assignment or transfer under this Subsection 12.F. that occurs within 60 days of the Agreement Date. In the case of assignment or transfer of this Agreement to a Business Entity, the Business Entity shall conduct no business other than the business of the Office and must be managed by one of the principal Owners of the Business Entity or a manager as defined in Subsection 8.F. All Business Entities must comply fully with Subsection 8.E. of this Agreement. The articles of incorporation, by-laws, articles of partnership, partnership agreement and other organizational documents of the Business Entity shall recite that the issuance and transfer of any interest therein is restricted by the terms of this Section 12 and all issued and outstanding stock certificates of any corporation shall bear a legend reflecting or referring to the restrictions of this Section 12. Transfers of shares or of partnership, membership or other interests will be subject to the provisions of this Section 12.

G. **EFFECT OF CONSENT TO TRANSFER.**

Our consent to a transfer of this Agreement, or any interest in you or your Owners, is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the Office's or transferee's prospects of success, or a waiver of any claims we have against you (or your Owners) or of our right to demand the transferee's full compliance with this Agreement.

13. **TERMINATION OF THE FRANCHISE.**

A. **TERMINATION BY MOTTO FRANCHISING, LLC WITH CAUSE.**

You will be deemed to be in material default of an essential condition of this Agreement in the event of the occurrence of any of the specific defaults listed in Subsections 13.B., 13.C., and 13.D. below. You acknowledge and agree that the occurrence of any such material default will constitute just and good cause for termination of your rights under this Agreement, or any other franchise agreement between you or your Owners and Motto Franchising, LLC and any of its Related Parties, and that our right to terminate this Agreement based on any such material default is reasonable.

B. **IMMEDIATE TERMINATION.**

You will be in material default of an essential condition of this Agreement, and we have the right to terminate this Agreement effective upon delivery of notice of termination to you and without providing an opportunity to cure, if:

- (1) you or your Owners make any misrepresentation to us, or omit any material information—including but not limited to information bearing on your or your Owners' integrity or other qualities of character—in your application for the rights granted by this Agreement, in Exhibit A hereto, or in the financial information provided by you and your Owners;
- (2) you fail to begin operating the Office at a location approved in writing by us within 180 days of the Agreement date;
- (3) you do not attend and satisfactorily complete the Initial Education Program that we conduct for new franchisees prior to the opening of the Office;
- (4) you fail to maintain a valid mortgage broker license, or such other license as may be required under applicable law to perform the Services;
- (5) you fail to employ sufficient staff for the Office, including, but not limited to, failure to have at least one Loan Originator with a valid license to perform the Services;
- (6) you voluntarily abandon, surrender, transfer control of or lose the right to occupy the Premises, or fail to actively operate the Office, for a period in excess of 5 consecutive business days, unless your failure to do so is caused by fire, flood, earthquake or other similar cause beyond your reasonable control, as more fully set forth in Subsection 15.Z;
- (7) you or any of your Owners sell, lease, convey, give away, subfranchise, sublicense, pledge, mortgage, assign, transfer, encumber or otherwise dispose of any direct or indirect interest in this Agreement, the Franchise, the assets of the Franchise or Office or any interest in violation of the provisions of Section 12 of this Agreement;
- (8) you (or any of your Owners) are or have been convicted by a trial court of, or plead or have pleaded no contest to, a felony, crime involving moral turpitude, or any other crime which we reasonably believe adversely affects the reputation of the Motto Network or the goodwill associated with the Marks;
- (9) you or any of your Owners or your or your Owners' spouses or domestic partners, managers, Loan Officers, or other persons affiliated with or represented as being affiliated with the Office materially violates laws applicable to mortgage brokerage and related activities or is convicted of or pleads no contest to any crime or offense or engage in other conduct or activity that Motto Franchising, LLC reasonably believes adversely affects or is likely to adversely affect the reputation or image of the Office, other Motto offices or Motto Affiliates, Motto Franchising, LLC, or the goodwill associated with the Motto Marks or the System; or you or any of your Owners engages in any other conduct or activity that is unprofessional, unethical, dishonest or disruptive to the effective operation of the Office;
- (10) you make any representation or warranty on our behalf that has not been specifically authorized in writing by us;
- (11) you or your Owners knowingly make any unauthorized use or disclosure of any part of the Office Materials or any other Confidential Information;
- (12) you violate any federal, state, or local law, ordinance, or regulation governing mortgage lending or the operation of the Office (including, but not limited to, applicable privacy and information security laws);
- (13) you interfere with or refuse our right to inspect the Premises, or observe or videotape its operation, as provided in Section 11;
- (14) you fail to pay us (or our Related Parties) any amounts due, and you do not correct the failure within 10 days after we deliver written notice of that failure to you;

(15) you (or any of your Owners) (a) fail on 3 or more separate occasions within any 12 consecutive month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you; or (b) fail on 2 or more separate occasions within any 6 consecutive month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you; regardless of whether such failures to comply happen at the same or different times within the relevant 6 or 12 month period;

(16) a voluntary or involuntary petition in bankruptcy is filed by or against you (or any of your Owners or the Business Entity) unless such petition is set aside, withdrawn or ceases to be in effect within 20 days of the date of any such filing;

(17) you (or any of your Owners or the Business Entity) (i) make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due, or are declared or judicially determined to be insolvent; or (ii) consent to or are involuntarily subject to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; the Office is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within 30 days; are subject to any consent or order, whether through private agreement or by a court of competent authority of you (or any of your Owners or the Business Entity), that temporarily or permanently appoints a receiver, trustee, or liquidator, or any other officer with similar powers, is not vacated within 30 days following the order's entry;

(18) you (or any of your Owners) is seized, taken over or foreclosed by a governmental official in the exercise of its duties, or seized, taken over or foreclosed by a creditor, lien holder or lessor, a final judgment against you remains unsatisfied for 30 days or a levy of execution has been made upon the Business Entity or upon any property used in the Business Entity and it is not discharged within 5 days of such levy;

(19) you or any of your Owners, or anyone affiliated with your Office, is determined to be in violation of the Anti-Terrorism Law (as defined in Subsection 8.M) or the United States Foreign Corrupt Practices Act (as defined in Subsection 8.N) or otherwise violates any provisions of Subsection 8.L. or Subsection 8.M;

(20) you knowingly maintain false books or records, or submit any false reports to us;

(21) you interfere with our right or refuse to permit us to inspect the Office's books, records, or accounts upon request;

(22) a Mortgage Wholesaler refuses to fund mortgages with you or your Office;

(23) you or any of your Owners, employees or loan processors misuse or make unauthorized use of the Computer System for the operation of the Office or the Existing Business or any other purpose;

(24) you (or any of your Owners) fail to report to us all closed transactions, the names of all Loan Originators or any representatives of your Office for any month, and you do not correct the failure within 10 days after we deliver written notice of that failure to you;

(25) you or your manager(s), spouses or domestic partners become an officer, director, shareholder, member, licensee, partner or manager of, or otherwise directly or indirectly operate, manage, own or have any ownership interest in, or become affiliated in any way with, (1) any Mortgage Company, aside from you and the Office; or (2) any other business or enterprise offering products or services that directly or indirectly competes with the products and services offered by Motto offices, Motto Franchising, LLC, or any of our Related Parties, in violation of Subsection 5.F of this Agreement;

(26) you fail to timely comply with the requirements of Subsection 2.E. of this Agreement;

(27) you or any of your Owners fail to comply with any requirement, obligation (including, if an agreement has expired or terminated, a surviving obligation), term or condition of any other franchise or other agreement between your or your Owners and us or any of our Related Parties, and do not cure such default in accordance with the terms of such other agreement; or

(28) you fail to appoint a manager who has a valid license and otherwise meets any qualifications we may establish as required by Subsection 12.E. in the event of death, incompetency, or disability.

C. **10 DAYS NOTICE.**

We have the right to terminate this Agreement effective 10 days after providing written notice to you if:

(1) you fail to pay us (or our Related Parties) any amounts due, and you do not correct the failure within 10 days after we deliver written notice of that failure to you;

(2) you or your Owners default under the terms of any promissory note executed in favor of us;

(3) you or your Owners fail to report to us all Loan Originators affiliated with the Office for any month or fail to comply with any of the other records and reporting requirements set forth in Section 10 of this Agreement; or

(4) you fail to comply with the requirements of Subsection 12.E. in the event of death, incompetency, or permanent disability (provided that failure to appoint a manager as required is an event that may result in immediate termination as provided above).

This notice will advise you, and you hereby understand and agree, that if the default is not cured within 10 days, this Agreement automatically terminates at the end of such 10 days without further notice from us.

D. **30 DAYS NOTICE.**

We have the right to terminate this Agreement effective 30 days after providing written notice to you if:

(1) you or your Owners fail to obtain the insurance coverage identified in Subsection 8.D. of this Agreement; or

(2) you or your Owners fail to comply with any other provision of this Agreement or any standard, procedure, policy or guideline we prescribe.

This notice will advise you, and you hereby understand and agree, that if the default is not cured within 30 days, this Agreement automatically terminates at the end of such 30 days without further notice from us.

14. **RIGHTS AND OBLIGATIONS OF MOTTO FRANCHISING, LLC AND FRANCHISE OWNER UPON TERMINATION OR EXPIRATION OF THE AGREEMENT OR ABANDONMENT OF THE OFFICE.**

A. **PAYMENT OF AMOUNTS OWED TO MOTTO FRANCHISING, LLC.**

(1) You agree to pay us within 5 days after the effective date of termination or expiration of the Franchise, or Abandonment of the Office, or at any later date that the amounts due to us are determined, all Royalties, Marketing Fund fees, interest, Lost Future Revenue, and all other amounts owed to us and our Related Parties which then are unpaid.

**B. DE-IDENTIFICATION.**

You and your Owners agree that after the termination, expiration, non-renewal of the Franchise, or Abandonment of the Office, you and your Owners will, at your sole expense, ensure that you, your Owners, and each of your Loan Originators:

(1) immediately and clearly distinguish your operations from the Motto Network and the System, so as to avoid any possibility of confusion to the public, and not directly or indirectly at any time identify any business with which you are associated as being a current or former Motto mortgage office or franchisee or otherwise use the System or hold yourself out to the public in any way as being or as having been affiliated with us or with other Motto franchisees;

(2) immediately cease use of the Motto Marks, including removing, erasing or obliterating the Motto Marks from your letterhead, stationery, printed matter, advertising, websites and web pages (including without limitation, in visual content, hyperlinks, source code, meta tags, and third-party directory listings), software applications, social media services and other materials as well as all words and designations indicating that you are or were associated or affiliated with us or with other Motto franchisees;

(3) immediately take any action that may be required, including filing all necessary paperwork, to cancel all trade, fictitious or assumed names or equivalent registrations which contain any reference to any Motto Mark or any variation thereof. In addition, if you did not use the Non-Motto Trade Name Terms with a non-Motto mortgage office for at least 3 years prior to Franchisee's first date of affiliation with the Motto System, then you further agree that upon a termination, Abandonment, or expiration of this Agreement that is subject to the provisions of Subsection 14.J (a "**Restrictive Event**"), Motto Franchising, LLC reserves the right to require that neither you nor your Owners, officers, or guarantors, nor any of your or their spouses or domestic partners will, for a period of 1 year from the date of the Restrictive Event, use the Non-Motto Trade Name Terms (alone or with additional terms added) as a trade name, trademark, service mark, domain name, social media screen name or user name, or email address;

(4) immediately notify your clients, the appropriate state regulatory agencies, and any professional associations that you or your Office may belong to, that the Office is no longer a Motto mortgage franchise; including taking all necessary steps to cause any listing of your tradename with the Nationwide Multistate Licensing System ("NMLS") to remove all references to the Motto Marks. Additionally, you must no longer be listed as the sponsoring Mortgage Broker for Loan Originators who indicate any affiliation with our system or the Motto Marks;

(5) immediately assign and transfer all of the Motto Formative Domain Names or other domain names that include the Motto Marks (or any variation thereof) or any other service marks or trademarks of Motto Franchising, LLC that you register, and all those that your Loan Originators have registered, to us or our designee or, if we so direct, to deactivate and delete from the domain name registrar's records some or all of such domain names or take such actions regarding such domain name(s) as we may direct;

(6) immediately take any action that may be required to cancel, or at our request transfer to us or our designee, all pseudonyms, logins, and identifiers (including but not limited to vanity license plates, usernames, instant messaging and social media screen names and user names, and email addresses) that contain any reference to any Motto Marks or any variation thereof;

(7) refrain from adopting or using in any manner, or for any purpose, the Motto Marks, or any other service marks or trademarks of Motto Franchising, LLC, including without limitation, the term "Motto," or any other term that begins with the prefix "Mot" or rhymes with "Motto" or any other term or mark that on review is deemed by us to create a possibility of confusion or question regarding your or your Owners' affiliation with or sponsorship or endorsement by the Motto organization.

(8) refrain from referring to designations, certifications, awards or recognition that we or any of our Related Parties may have granted to you or your Owners at any time during your affiliation with the Motto Network in any form of advertising or promotion;

(9) if you retain possession of the Premises or, if you do not, prior to vacating the Premises, immediately and completely remove any signage bearing the Motto Marks (rather than merely covering such signage) and remove or modify any part of the interior and exterior decor that we deem necessary to disassociate the Premises from (i) the appearance of a Motto mortgage office; or (ii) if circumstances warrant, in our sole discretion, from the non-MOTTO MORTGAGE portion of the trade name. In each case, you agree to immediately provide evidence (such as photographs) to us that demonstrates your compliance with these signage obligations. If you do not take the actions we request within 10 days after notice from us, you agree that we have the right to enter the Premises, if you retain them, or to arrange entry with the owner of the Premises, if you do not retain them, and make the required changes at your expense and without liability to you or third parties for trespass or any other claim, and you agree to reimburse us for those expenses on demand. You acknowledge and agree that by executing this Agreement, you grant Motto Franchising, LLC a power of attorney that enables it or its designees to take on your behalf, any and all actions required to effectuate the provisions of this Subsection 14.B.(9);

(10) deliver to Motto Franchising, LLC all Office Materials, as well as any other Motto mortgage specific materials relating to or concerning operation of a Motto mortgage franchise, that you received from Motto Franchising, LLC, as set forth in Subsection 8.B. of this Agreement, as well as any Motto Marketing Content; and

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

C. **CONFIDENTIAL INFORMATION.**

You agree that on termination or expiration of the Franchise, or Abandonment of the Office, you and your Owners will immediately cease to use, but maintain the confidentiality over, any of the Confidential Information, Office Materials, procedures, techniques, all other manuals, forms, rosters or other materials, regardless of format (and all of any such items) acquired from us and agree not to use, sell, convey, display or share, in whole or in part, any of such items for any purpose. You and your Owners further agree to return all such items to us or destroy them in a secure manner.

D. **CONTINUING OBLIGATIONS.**

All obligations of this Agreement (whether yours or ours) which expressly or by their nature are intended to survive the expiration or termination of this Agreement, or Abandonment of the Office, will continue in full force and effect after and notwithstanding such expiration, termination or Abandonment until such obligations are satisfied in full or by their nature expire.

E. **MONETARY OBLIGATIONS NOT RELEASED.**

Termination or expiration of this Agreement, or Abandonment of the Office, shall not terminate any monetary obligation that you may owe to us or to any other person or entity as may be required by this Agreement and shall not entitle you to any refund of any monies previously paid pursuant to this Agreement.

F. **TERMINATION NOT EXCLUSIVE REMEDY.**

Termination of this Agreement by us shall not be an exclusive remedy and shall not in any way affect our rights to receive or collect fees, dues or other amounts required to have been paid by you under this Agreement, to enforce the provisions of this Agreement against you or to sue for damages or to pursue any other legal or equitable remedy for a breach of this Agreement by you.

If you have received any Franchisee Incentives from Motto Franchising, LLC and you default in any of your material obligations under this Agreement, including but not limited to your failure to provide proper notice of your intent to renew in accordance with Section 2.E above, Motto Franchising, LLC reserves the right to terminate your eligibility for any and all such then-current and future Franchisee Incentives, even if you cure such default. If you fail

to cure any such default within the cure period provided in this Agreement, or if such default cannot be cured, or if you Abandon the Office, we reserve the right to require you on demand to repay any Franchisee Incentives that you received from Motto Franchising, LLC prior to such default.

**G. RIGHT TO MEET WITH MANAGERS AND LOAN OFFICERS.**

In order to facilitate an orderly and efficient transition and to preserve the goodwill associated with the Motto brand and Motto Marks in the event of termination or expiration of this Agreement or Abandonment of the Office, you agree that we shall have the right to contact and communicate personally with any or all of your managers and Loan Officers to solicit and/or to discuss with them their options for continued affiliation with other Motto offices and/or opportunities to purchase a Motto franchise:

- (1) at any time if you tell us that you do not intend to renew;
- (2) 180 days prior to expiration of this Agreement if you fail to timely provide us with notice of your intentions regarding renewal;
- (3) 90 days prior to expiration of this Agreement if you timely elect to renew but fail to timely sign the new form of franchise agreement or pay the renewal fee as required by Subsection 2.E of this Agreement;
- (4) immediately after notice of default has been delivered to you (including during any period of time you may have to cure defaults) or immediately after notice of default has been delivered to any office under any other agreement between Motto Franchising, LLC or any of our Related Parties; and (a) you; (b) any of your Owners; or (c) any business entity in which you or any of your Owners has a controlling interest;
- (5) immediately after we have determined that you intend to Abandon or have Abandoned your Office, or any office under any other agreement between Motto Franchising, LLC or any of our Related Parties; and (a) you; (b) any of your Owners; or (c) any business entity in which you or any of your Owners has a controlling interest; or
- (6) upon and at any time after expiration of this Agreement during which, with our permission or otherwise, you continue to operate the Office on a month-to-month holdover basis as provided in Subsection 2.E of this Agreement.

**H. DAMAGES.**

Notwithstanding anything contained herein, in addition to any other remedies provided for herein or under applicable law, you agree that after passage of a 10 day period following the termination or expiration of this Agreement or Abandonment of the Office the sum of \$500 shall be paid to us for each day you fail to perform your obligations under any of the following Subsections 14.B(1), (2), (3), (4), (5), and (6) and 14.C, which monetary amount shall be regarded as liquidated damages and not as a penalty. This section does not limit or affect in any way you or your Owners' liability for trademark infringement, trademark counterfeiting, unfair competition or breach of contract, nor affect or limit the right of Motto Franchising, LLC to seek or obtain injunctive relief, specific performance or other extraordinary relief.

**I. FUTURE BUSINESS AND RESIDENCE ADDRESSES.**

For 3 years following the termination or expiration of this agreement, or abandonment of the office, you agree to keep us advised of the current business and residential address(es), email address(es), and telephone numbers of you and your owners, as well as the business address and telephone number of all such person's employees, if any.

J. **COVENANT NOT TO COMPETE.**

(1) **EARLY TERMINATION OF AGREEMENT.**

You agree that if (i) this Agreement is terminated, regardless of the cause, prior to expiration of the Term or any applicable renewal thereof; or (ii) if the Agreement expires without proper renewal after you have provided a notice of intent to renew as required by this Agreement; or (iii) this Agreement expires without proper renewal after failure to provide proper notice of intent to renew as prescribed in this Agreement; (iv) if there is an Abandonment of the Office, neither you nor your Owners, officers or guarantors, nor any of their spouses or domestic partners will—for a period of one year from the effective date of termination—become an officer, director, shareholder, member, licensee, partner or manager of, or otherwise directly or indirectly operate, manage, own or have any ownership interest in any business that competes with Motto Franchising, LLC.

(2) **TERMINATION OR EXPIRATION OF AGREEMENT.**

In addition to the above, upon termination (regardless of the cause and whether or not such termination is prior to expiration of the Term) or expiration of this Agreement for any reason, or upon Abandonment of the Office, you and your Owners agree that:

a. For the 1-year period beginning on the effective date of any such termination, expiration or Abandonment, neither you nor any of your Owners, officers or guarantors, nor any of their spouses or domestic partners, will become an officer, director, shareholder, member, or manager, or serve in any equivalent role, at any Mortgage Company that is located or operates at the Premises or within 5 miles of the Premises; and

b. For the 6-month period beginning on the effective date of any such termination, expiration, or Abandonment, neither you nor any of your Owners, officers or guarantors, nor any of their spouses or domestic partners will become an officer, director, shareholder, member, or manager, or serve an equivalent role, at a Mortgage Company that offers loans or loan-related services in any metropolitan or micropolitan statistical area where you conducted such business as a franchisee and where the loans are made by or sold or assigned to any lender that is a Listed Mortgage Wholesaler at the time of termination, expiration, or Abandonment.

K. **ERRORS AND OMISSIONS INSURANCE.**

You agree that immediately after the termination or expiration of the Franchise, or the Abandonment of the Office, you will purchase an extended reporting period endorsement covering a period of 3 years from the date of termination of this Agreement or Abandonment of the Office (as set forth in more detail in Subsection 8.D).

L. **AVAILABILITY OF LOAN DATA.**

To support your transfer of certain data into an alternate system that you designate Motto Franchising, LLC will, to the extent we are reasonably able to do so and provided you have specified your data requirements in a timely and sufficient manner, facilitate the export of certain loan files and related data, limited solely to files we specify, that you have entered into the Loan Origination System (such facilitation being referred to herein as “*LOS Data Assistance*”), provided (a) such data is limited solely to that which we specify and which is then available to us; (b) you make a specific written request for such LOS Data Assistance (i) at the termination or expiration of this Agreement or (ii) after termination or expiration of this Agreement but within 10 days of your receipt of a demand which, pursuant to law or regulation, requires you to produce loan data; and (c) you pay our then current fees for such services. We will attempt to extract LOS data and documents to your sufficiently and reasonably defined specifications; however, we reserve the right to provide only a standard loan data and document extract. We will attempt to assist you with data translations per your sufficiently and reasonably defined specifications, but only while you remain a franchisee. We will make reasonable efforts to electronically deliver Loan data exported not later than 20 days after our receipt of your request.



15. **CONSTRUCTION OF AGREEMENT AND ENFORCEMENT.**

A. **INVALID PROVISIONS; SUBSTITUTION OF VALID PROVISIONS.**

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part of this Agreement, or any specification, standard, policy, or guideline we prescribe is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement or such specification, standard, policy, or guideline, which will continue to have full force and effect and bind the parties. If any covenant that restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and Motto Franchising, LLC agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

If any applicable and binding law or rule of any jurisdiction requires more notice of (i) this Agreement's termination; or (ii) our refusal to enter into a successor franchise agreement, than this Agreement requires, or more notice of some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

B. **UNILATERAL WAIVER OF OBLIGATIONS.**

Either of us may, by written notice, unilaterally waive or reduce any obligation or restriction of the other party under this Agreement. The waiver or reduction may be revoked at any time for any reason on 10 days' written notice.

C. **CONSENTS.**

Whenever this Agreement requires our advance approval or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where this Agreement expressly obligates us to reasonably approve or not unreasonably withhold our approval of any of your actions or requests, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you.

Whenever we have reserved in this Agreement a right to take or withhold an action, or to grant or decline to grant you a right to take or omit an action, except as otherwise expressly and specifically provided in this Agreement, we may make decisions or exercise rights on the basis of the information readily available to us, and our judgment of what is in our best interests and/or in the best interests of the Motto Network, at the time our decision is made, shall be deemed to be reasonable and enforceable, without regard to whether other reasonable or even arguably preferable alternative decisions could have been made by us and without regard to whether our decision or the action we take promotes our financial or other individual interest. In addition, for avoidance of doubt, whenever we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations if we exercise reasonable business judgment in making our decision or exercising our rights. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Motto Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

D. **NO GUARANTEES.**

If in connection with this Agreement we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees which you may rely on and will not assume any liability or obligation to you.

E. **NO WAIVER.**

If at any time we do not exercise a right or power available to us under this Agreement or do not insist on your strict compliance with the terms of the Agreement, or if there develops a custom or practice which is at variance with the terms of this Agreement, we will not be deemed to have waived our right to demand exact compliance with any of the terms of this Agreement at a later time. Similarly, our waiver of any particular breach or series of breaches under this Agreement or under any other agreement between us and any franchisee will not affect our rights with respect to any later breach. It will also not be deemed to be a waiver of any breach of this Agreement for us to accept payments which are due to us under this Agreement.

F. **CUMULATIVE REMEDIES.**

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

G. **SPECIFIC PERFORMANCE; INJUNCTIVE RELIEF.**

You agree that Motto Franchising, LLC may, without being required to post a bond or other security and without needing to present evidence of irreparable harm, and even if this Agreement has been terminated or has expired or you have Abandoned the Office, obtain temporary and permanent injunctions and orders of specific performance (1) to enforce the provisions of this Agreement relating to your use of the Motto Marks and your non-disclosure and non-competition obligations under this Agreement, (2) to prohibit any act or omission by you or your agents or employees that constitutes a violation of any applicable law, ordinance or regulation, constitutes a danger to the public, or may impair the goodwill associated with Motto Franchising, LLC, the Motto Marks, the System, other Motto Affiliates or our Related Parties, or (3) to prevent any other irreparable harm to our interests.

H. **COSTS AND LEGAL FEES.**

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

I. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.**

THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL COMPENSATORY DAMAGES. THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER OF THEM.

J. **WAIVER OF CLASS ACTION.**

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT ANY JUDICIAL PROCEEDING WILL BE CONSIDERED AS TO ITS FACTS AND WILL NOT BE COMMENCED OR PROCEEDED WITH AS A CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, YOU AND EACH OF YOUR OWNERS WAIVE ANY RIGHT TO PROCEED AGAINST MOTTO FRANCHISING, LLC BY WAY OF CLASS ACTION.

K. **GOVERNING LAW/CONSENT TO JURISDICTION.**

EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §§1051 ET SEQ.), THIS AGREEMENT AND THE FRANCHISE WILL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF COLORADO (WITHOUT REFERENCE TO ITS CHOICE OF LAW AND CONFLICT OF LAW RULES). YOU AGREE THAT ANY ACTION ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT SHALL BE INSTITUTED IN, AND ONLY IN, A STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN THE COUNTY OF DENVER, STATE OF COLORADO AND YOU IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU MAY HAVE TO EITHER THE EXCLUSIVE JURISDICTION OR VENUE OF SUCH COURT; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION RELATING TO THE MOTTO MARKS, OR ANY ACTION FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF, WE MAY BRING SUCH ACTION IN ANY STATE OR FEDERAL DISTRICT COURT THAT HAS JURISDICTION.

L. **SERVICE OF PROCESS AND YOUR CONSENT TO ALTERNATIVE SERVICE OF PROCESS.**

As an alternative to service of process under applicable law, you and your Owners hereby irrevocably consent to service of process of any summons, complaint, or other process arising from your and/or your Owner's breach of this Agreement by certified or registered mail, or overnight courier, directed to you and/or your Owners at the address that you have identified for the Premises or that you or your Owners have identified in Exhibit A to this Agreement. Nothing in this Agreement will affect the right of Motto Franchising, LLC or its Related Parties to serve process in any other manner permitted by applicable law.

M. **BINDING EFFECT.**

This Agreement is binding on and will inure to the benefit of our successors and assigns and will be binding on and inure to the benefit of your successors and assigns, and if you are an individual, on and to your heirs, executors and administrators.

N. **MODIFICATION OF FRANCHISE AGREEMENT.**

This Agreement may not be modified, amended, or altered except by an instrument signed by all of the parties to this Agreement. Notwithstanding the preceding sentence, you understand and agree that we may, from time to time, to preserve and enhance the reputation of the Motto organization, issue new (or amend or modify existing) brand standards, operating procedures, policies, and guidelines pertaining to the System, provided that the mandatory elements of the System pertain to the goodwill or protection of the Motto Marks. In addition, you agree that you will execute any amendments or modifications to this Agreement as may from time to time be required as a result of changes in governing law.

O. **NO LIABILITY TO OTHERS; NO OTHER BENEFICIARIES.**

We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. You understand that you are not a third-party beneficiary of any other franchise agreement between us and other Motto mortgage franchisees and that you have no independent right to enforce the terms of, or require performance under, any other franchise agreement.

P. **PARAGRAPH HEADINGS/CONSTRUCTION.**

All headings of the various Sections and Subsections of this Agreement are for convenience only and do not affect the meaning or construction of any provision. All references in this Agreement to masculine, neuter or singular usage will be construed to include the masculine, feminine, neuter or plural, wherever applicable.

Q. **GUARANTY; JOINT AND SEVERAL LIABILITY.**

You or, if you are a corporation, partnership, limited liability company or other business entity, each of your Owners, must sign the Guaranty and Assumption of Obligations, attached to this Agreement.

In addition, if the Franchise Owner consists of more than one person or Business Entity, or a combination thereof (i) the obligation and liabilities to Motto Franchising, LLC of each such person or Business Entity are joint and several; (ii) a right under the Agreement exercised by any one of them is deemed to be exercised jointly; and (iii) a representation, warranty, or undertaking made by one person or Business Entity is deemed to be a representation made by each of them.

R. **MULTIPLE ORIGINALS.**

This Agreement may be executed using multiple copies, each of which will be deemed an original.

S. **TIMING IS IMPORTANT.**

Time is of the essence of this Agreement. (“*Time is of the essence*” is a legal term that emphasizes the strictness of time limits. In this case, it means it will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement.)

T. **INDEPENDENT PROVISIONS.**

The provisions of this Agreement are deemed to be severable. In other words, the parties agree that each provision of this Agreement will be construed as independent of any other provision of this Agreement.

U. **FRANCHISEE MAY NOT WITHHOLD PAYMENT.**

You agree to pay all amounts due under this Agreement without deduction, set-off or abatement. You further agree that you will not, on alleged grounds of non-performance by us of any of our obligations under this Agreement, withhold payment of any fees or other amounts due to us or any of our Related Parties.

V. **RELEASE OF PRIOR CLAIMS.**

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

W. **ACTIONS BARRED.**

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

X. **AUTHORIZATION TO COMMUNICATE ELECTRONICALLY/ AND SHARE PERSONAL INFORMATION; PROMPT RESPONSE REQUIRED; ELECTRONIC EXECUTION AND COPIES.**

By executing this Agreement, you expressly authorize Motto Franchising, LLC, as well as any of its Related Parties and approved suppliers, to communicate with you electronically, including via electronic mail, text message or social media platforms, and to communicate with you at any cell phone number provided or listed (including via text messaging), notwithstanding whether any or all of your Office or personal telephone numbers appear on a federal or state Do-Not-Call registry. You also agree that communications may be pre-recorded or sent with a system capable of autodialing or sequencing phone numbers, or with an artificial voice. Further, you agree that you are on notice that Motto Franchising, LLC and its Related Parties may record or transcribe telephone or text conversations with you. Moreover, you authorize Motto Franchising, LLC and its Related Parties, to share, disclose, or provide, for a business purpose, in Motto Franchising, LLC and its Related Parties' sole discretion, your or your Owners' information, including personal or contact information of Owners, with/to approved suppliers, service providers, and other third parties. As used herein, "personal information" shall mean and include information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual.

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

The parties hereby acknowledge and agree that electronic signature of this Agreement and other documents related to and executed in connection with this Agreement, in such form and manner as Motto Franchising, LLC may prescribe from time to time, shall be legal and binding and shall have the same force and effect as if an original of this Agreement and any other document related to and executed in connection with this Agreement, had been signed and delivered by hand. Both Motto Franchising, LLC and Franchisee (i) intend to be bound by the signatures (whether original or electronic) on any document sent or signed electronically, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement and any other document related to and executed in connection with this Agreement based on the foregoing forms of signature.

Y. **NOTICES AND PAYMENTS.**

All written notices and reports permitted or required to be delivered by the provisions of this Agreement shall be deemed delivered at the time delivered by hand to the recipient party; 1 business day after transmission by electronic mail; 1 business day after being placed in the hands of a commercial courier service for overnight delivery, or 3 business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified in writing.

You are required to pay all fees, dues and charges required by this Agreement by electronic funds transfer or automated clearinghouse transfer, or in such other manner as we direct. All payments and reports which are required or permitted by this Agreement to be sent in hard copy shall be sent to us at the address to which you are notified from time to time, or to such other persons and places as we may direct from time to time.

Z. **CANCELLATION OF PRIOR UNDERSTANDINGS/ENTIRE AGREEMENT.**

This Agreement expresses fully the understanding by and between the parties, and all prior and contemporaneous understandings, agreements, commitments, conditions, warranties and representations of any kind, oral or written, as to the Franchise (except as to information and representations submitted by you to us in application to purchase the Franchise, including, but not limited to, financial statements, references, etc. which shall be deemed to be a part of this Agreement) are canceled and null, void and of no effect. Any previous matter, presently covered within this Agreement, is hereby superseded and canceled with no further liabilities or obligations of the parties with respect to such matter, except as to any monies due and unpaid between the parties to this Agreement at the time of

execution of this Agreement. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

AA. **FORCE MAJEURE.**

**“Force Majeure”** means an event that prevents our or your performance that is not the fault of or within the reasonable control of the party claiming Force Majeure. Force Majeure includes acts of God, fires, strikes, war, terrorism, riot, governmental laws or regulations, or any other similar event or cause rendering performance of the contract impossible. Except with respect to payment obligations, neither party shall be deemed to be in breach of this Agreement if a party’s failure to perform its obligations results from Force Majeure and any delay resulting from Force Majeure will extend performance accordingly or excuse performance in whole or in part as may be reasonable. Force Majeure does not include the Franchisee’s financial inability to perform, inability to obtain financing, inability to obtain permits or licenses or any other similar events unique to the Franchisee or to general economic downturn or conditions.

The party whose performance is affected by an event of Force Majeure shall provide a prompt written request for relief describing and setting forth the nature of the Force Majeure, an estimate as to its duration, and a plan for resuming full compliance with this Agreement. Motto Franchising, LLC will have sole discretion whether to grant or deny any request for relief from franchisee. A party that fails to provide the required notice shall be liable for failure to give such timely notice only to the extent of damage actually caused.

16. **ACKNOWLEDGMENTS.**

You expressly acknowledge and accept the following:

- (1) YOU RECEIVED FROM MOTTO FRANCHISING, LLC A MOTTO FRANCHISE DISCLOSURE DOCUMENT AS REQUIRED BY LAW AT LEAST 14 CALENDAR DAYS PRIOR TO (i) THE EXECUTION OF THIS AGREEMENT; OR (ii) THE PAYMENT OF ANY CONSIDERATION TO US;
- (2) YOU HAVE INDEPENDENTLY INVESTIGATED THE MOTTO MORTGAGE OFFICE FRANCHISE OPPORTUNITY AND RECOGNIZE THAT, LIKE ANY OTHER BUSINESS, THE NATURE OF THE BUSINESS A MOTTO MORTGAGE OFFICE CONDUCTS MAY, AND PROBABLY WILL, EVOLVE AND CHANGE OVER TIME;
- (3) AN INVESTMENT IN A MOTTO MORTGAGE OFFICE INVOLVES BUSINESS RISKS THAT COULD RESULT IN THE LOSS OF A SIGNIFICANT PORTION OR ALL OF YOUR INVESTMENT;
- (4) YOUR SUCCESS IN OWNING AND OPERATING A MOTTO MORTGAGE SERVICES BUSINESS IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, TO A LARGE EXTENT, YOUR INDEPENDENT BUSINESS ABILITY AND PERSONAL EFFORTS. YOU AGREE THAT YOU, ONE OF YOUR PRINCIPAL OWNERS, OR SUCH VALIDLY LICENSED MANAGER AND LOAN OFFICER AS YOU SELECT TO MANAGE THE OFFICE, WILL BE RESPONSIBLE FOR, AND INTENDS TO DEVOTE BEST EFFORTS AND FULL TIME TO, THE MANAGEMENT AND DEVELOPMENT OF THE OFFICE;
- (5) ATTRACTING CUSTOMERS FOR YOUR MOTTO MORTGAGE OFFICE WILL REQUIRE YOU TO MAKE CONSISTENT MARKETING EFFORTS IN YOUR COMMUNITY THROUGH VARIOUS METHODS, INCLUDING MEDIA ADVERTISING, DIRECT MAIL ADVERTISING, AND DISPLAY AND USE OF IN-OFFICE PROMOTIONAL MATERIALS;
- (6) RETAINING CUSTOMERS FOR YOUR MOTTO MORTGAGE OFFICE WILL REQUIRE YOU TO HAVE A HIGH LEVEL OF CUSTOMER SERVICE AND ADHERE STRICTLY TO THE SYSTEM AND OUR SYSTEM STANDARDS AND THAT YOU ARE COMMITTED TO MAINTAINING SYSTEM STANDARDS;

- (7) MOTTO FRANCHISING, LLC HAS NOT GUARANTEED ANY RESULTS TO YOU AND CANNOT, EXCEPT UNDER AND TO THE EXTENT OF THE TERMS OF THIS AGREEMENT, EXERCISE CONTROL OVER YOUR BUSINESS. THAT YOU HAVE NOT RECEIVED FROM US, AND ARE NOT RELYING UPON, ANY REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, SALES, INCOME, OR PROFITS OF A MOTTO MORTGAGE OFFICE;
- (8) YOU DID NOT RECEIVE ORAL OR WRITTEN INFORMATION FROM MOTTO FRANCHISING, LLC THAT IS CONTRARY TO THE INFORMATION CONTAINED IN OUR FRANCHISE DISCLOSURE DOCUMENT AND THIS AGREEMENT. NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY US TO INDUCE YOU TO ENTER INTO THIS AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED IN THIS AGREEMENT;
- (9) YOU DID NOT RECEIVE ORAL OR WRITTEN EARNINGS CLAIMS INFORMATION FROM MOTTO FRANCHISING, LLC AND HAVE NOT RELIED ON ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT;
- (10) IN ALL OF MOTTO FRANCHISING, LLC'S DEALINGS WITH YOU, OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ACT ONLY IN A REPRESENTATIVE, AND NOT IN AN INDIVIDUAL, CAPACITY; BUSINESS DEALINGS BETWEEN YOU AND THEM IN CONNECTION WITH THIS AGREEMENT ARE DEEMED TO BE ONLY BETWEEN YOU AND MOTTO FRANCHISING, LLC;
- (11) YOU HAVE REPRESENTED TO MOTTO FRANCHISING, LLC, TO INDUCE OUR ENTRY INTO THIS AGREEMENT, THAT ALL STATEMENTS YOU HAVE MADE AND ALL MATERIALS YOU HAVE GIVEN US ARE ACCURATE AND COMPLETE AND THAT YOU HAVE MADE NO MISREPRESENTATIONS OR MATERIAL OMISSIONS IN OBTAINING THE FRANCHISE;
- (12) YOU HAVE HAD A FULL OPPORTUNITY TO REVIEW THE DISCLOSURE DOCUMENT AND THIS AGREEMENT PROVIDED BY US AND UNDERSTAND THE TERMS, CONDITIONS, AND OBLIGATIONS OF THIS AGREEMENT. YOU UNDERSTAND AND ACCEPT THAT THIS AGREEMENT'S TERMS AND COVENANTS ARE REASONABLY NECESSARY FOR MOTTO FRANCHISING, LLC TO MAINTAIN OUR HIGH STANDARDS OF QUALITY AND SERVICE, AS WELL AS THE UNIFORMITY OF THOSE STANDARDS AT EACH MOTTO MORTGAGE OFFICE, AND TO PROTECT AND PRESERVE THE GOODWILL OF THE MARKS;
- (13) MOTTO FRANCHISING, LLC HAS THE RIGHT TO TERMINATE THIS AGREEMENT IN THE EVENT THAT YOU OR THE OFFICE FAIL TO COMPLY WITH RESPA OR ANY OTHER APPLICABLE LAW;
- (14) YOU HAVE BEEN AFFORDED AN OPPORTUNITY TO ASK ANY QUESTIONS YOU HAVE AND TO REVIEW ANY MATERIALS OF INTEREST TO YOU CONCERNING THE MOTTO MORTGAGE OFFICE FRANCHISE OPPORTUNITY;
- (15) WE HAVE ENCOURAGED YOU TO SEEK LEGAL AND/OR OTHER PROFESSIONAL GUIDANCE AND ADVICE PRIOR TO SIGNING THIS AGREEMENT AND HAVE ENCOURAGED YOU TO CONTACT EXISTING MOTTO FRANCHISEES TO GAIN A BETTER UNDERSTANDING OF THE REQUIREMENTS AND BENEFITS OF OWNING A MOTTO OFFICE FRANCHISE;
- (16) AS MORE FULLY SET FORTH IN SECTION 3.B OF THIS AGREEMENT, IF YOU OR ANY PERSON AFFILIATED WITH YOUR OFFICE UTILIZE (i) MORTGAGE WHOLESALERS

THAT ARE NOT LISTED MORTGAGE WHOLESALERS OR (ii) SYSTEMS, VENDORS, OR TOOLS THAT ARE NOT OUR APPROVED AND DESIGNATED SUPPLIERS/TOOLS/SERVICES, OR ARE NOT PART OF OUR SYSTEM, IT IS YOUR RESPONSIBILITY TO ENSURE THAT SUCH USE IS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND THIS AGREEMENT, AND IN RESPONSE, MOTTO FRANCHISING, LLC MAY TAKE ANY ACTIONS OR PURSUE ANY REMEDIES AVAILABLE TO US. MOTTO FRANCHISING, LLC WILL HAVE NO LIABILITY IN CONNECTION WITH USE OF, AND WILL NOT SUPPORT, ANY OUTSIDE SYSTEMS, VENDORS OR TOOLS. IN THE EVENT USING SYSTEMS, VENDORS, OR TOOLS NOT PROVIDED AND/OR DESIGNATED BY MOTTO FRANCHISING, LLC CAUSES COSTS OR LIABILITIES TO US YOU MUST INDEMNIFY US AS PROVIDED IN SECTION 5.D OF THIS AGREEMENT.

17. **SUBMISSION OF AGREEMENT.**

THE SUBMISSION OF THIS AGREEMENT TO YOU DOES NOT CONSTITUTE AN OFFER AND THIS AGREEMENT SHALL NOT BE BINDING ON MOTTO FRANCHISING, LLC UNLESS AND UNTIL IT IS ACCEPTED BY US, THAT IS, SIGNED BY OUR AUTHORIZED OFFICER AND RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth below.

<b>Motto Franchising, LLC</b>	
By: _____	_____
	Date
Title: _____	

<b>FRANCHISEE</b> (If a corporation, partnership, limited liability company, or other legal entity recognized under applicable law)	<b>FRANCHISEE</b> (If an individual)
Entity name: _____	_____
	Date
By: _____	_____
Date	Date
Title: _____	_____
	Date



**EXHIBIT A**  
**To Franchise Agreement**

**OWNERSHIP AND MANAGEMENT INFORMATION**

**PLEASE COMPLETE AND EXECUTE ONLY THE VERSION OF  
EXHIBIT A THAT APPLIES TO THE FRANCHISE OWNER:**

<b>EXHIBIT A-1</b>	<b>SOLE PROPRIETORSHIP</b>
<b>EXHIBIT A-2</b>	<b>PARTNERSHIP</b>
<b>EXHIBIT A-3</b>	<b>CORPORATION</b>
<b>EXHIBIT A-4</b>	<b>LIMITED LIABILITY COMPANY</b>

IF THE FRANCHISE OWNER IS A BUSINESS ENTITY (E.G., TRUST ENTITY, LIMITED LIABILITY PARTNERSHIP, ETC.) OTHER THAN A SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY, THE FRANCHISE OWNER SHALL PROVIDE MOTTO FRANCHISING, LLC WITH INFORMATION SIMILAR TO THAT REQUESTED ON EXHIBIT A-1 THROUGH A-4.

**EXHIBIT A - 1**  
**OWNERSHIP AND MANAGEMENT INFORMATION**  
*(Sole Proprietorship)*

1. Please list below the name and residence address of the sole owner:

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2. List below the name of the validly licensed mortgage broker under whose license the Office will be conducted:

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***I certify that this Exhibit is true and complete as of the date set forth below and acknowledge my obligation under Subsection 1.C. to update this Exhibit whenever there are changes in the information above.***

\_\_\_\_\_

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

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

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

**EXHIBIT A - 2**  
**OWNERSHIP AND MANAGEMENT INFORMATION**  
*(Partnership)*

1. If you are a general partnership, please list all partners, their addresses (residential address, if an individual), and respective percentage ownership interests (please identify the managing partner (“MP”), if applicable):

a. _____ _____ _____ _____ %	b. _____ _____ _____ _____ %
c. _____ _____ _____ _____ %	d. _____ _____ _____ _____ %

(if more space is required, attach additional sheets hereto)

2. If you are a limited partnership, list below the names, addresses (residential address, if an individual) and respective percentage ownership interests of each partner (after each name, please identify as either a general (“G”) or limited (“L”) partner):

a. _____ _____ _____ _____ %	b. _____ _____ _____ _____ %
c. _____ _____ _____ _____ %	d. _____ _____ _____ _____ %

(if more space is required, attach additional sheets hereto)

3. If any of the partners listed in Sections 1 or 2 above is a Business Entity and not an individual, please list below its owners, their addresses (residential address, if an individual) and their percentage ownership interests (if more space is required, attach additional sheets hereto):

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

a. _____ _____ _____ _____ %	b. _____ _____ _____ _____ %
c. _____ _____ _____ _____ %	d. _____ _____ _____ _____ %

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

a.	_____	b.	_____
	_____		_____
	_____		_____
	_____ %		_____ %
c.	_____	d.	_____
	_____		_____
	_____		_____
	_____ %		_____ %

(If any of the owners of these partners are Business Entities and not individuals, please attach additional sheets to show their respective owners, their addresses (residential address, if an individual) and their percentage ownership interests until the individual level is reached.)

4. List below the name of the validly licensed mortgage broker under whose license the Office will be conducted:

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

*I certify that this Exhibit is true and complete as of the date set forth below and acknowledge my obligation under Subsection 1.C. to update this Exhibit whenever there are changes in the information above.*

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

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

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

**Please submit a copy of the Franchise Owner's partnership agreement, if any, (with any and all amendments) to MOTTO FRANCHISING, LLC.**

**EXHIBIT A - 3**  
**OWNERSHIP AND MANAGEMENT INFORMATION**  
*(Corporation)*

1 Please list below the names, addresses (residential address, if an individual) and percentage ownership of each shareholder or stockholder, as appropriate:

a. _____ _____ _____ _____ %	b. _____ _____ _____ _____ %
c. _____ _____ _____ _____ %	d. _____ _____ _____ _____ %

(if more space is required, attach additional sheets hereto)

2. If any of the shareholders or stockholders listed in Section 1 is a Business Entity and not an individual, please list below its owners, their addresses (residential address, if an individual) and their percentage ownership interests (if more space is required, attach additional sheets hereto):

Name of Business Entity (Shareholder/Stockholder): \_\_\_\_\_

a. _____ _____ _____ _____ %	b. _____ _____ _____ _____ %
c. _____ _____ _____ _____ %	d. _____ _____ _____ _____ %

Name of Business Entity (Shareholder/Stockholder): \_\_\_\_\_

a. _____ _____ _____ _____ %	b. _____ _____ _____ _____ %
c. _____ _____ _____ _____ %	d. _____ _____ _____ _____ %

(If any of the owners of these shareholders or stockholders are Business Entities and not individuals, please attach additional sheets to show their owners, their addresses (residential address, if an individual) and their percentage ownership interests until the individual level is reached.)

3. List below the names and residence addresses of each **director** of the corporation:

a.	_____	b.	_____
	_____		_____
	_____		_____
	_____		_____
c.	_____	d.	_____
	_____		_____
	_____		_____
	_____		_____

(if more space is required, attach additional sheets hereto)

4. List below the names, residence addresses and title of each **officer** of the corporation:

a.	_____	b.	_____
	_____		_____
	_____		_____
	_____		_____
	Title: _____		Title: _____
c.	_____	d.	_____
	_____		_____
	_____		_____
	_____		_____
	Title: _____		Title: _____

(if more space is required, attach additional sheets hereto)

5. List below the name of the validly licensed mortgage broker under whose license the Office will be conducted:

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

*I certify that this Exhibit is true and complete as of the date set forth below and acknowledge my obligation under Subsection 1.C. to update this Exhibit whenever there are changes in the information above.*

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Please submit a copy of the Franchise Owner's Articles of Incorporation and Bylaws (with any and all amendments, if applicable) to MOTTO FRANCHISING, LLC.**

**EXHIBIT A - 4**  
**OWNERSHIP AND MANAGEMENT INFORMATION**  
*(Limited Liability Company)*

1. Please list below the names, addresses (residential address, if an individual) and percentage ownership of each member of the LLC:

a. _____ _____ _____ _____ %	b. _____ _____ _____ _____ %
c. _____ _____ _____ _____ %	d. _____ _____ _____ _____ %

(if more space is required, attach additional sheets hereto)

2. If any of the members listed in Section 1 is a Business Entity and not an individual, please list below its owners, their addresses (residential address, if an individual) and percentage ownership interests (if more space is required, attach additional sheets hereto):

Name of Business Entity (Member): \_\_\_\_\_

a. _____ _____ _____ _____ %	b. _____ _____ _____ _____ %
c. _____ _____ _____ _____ %	d. _____ _____ _____ _____ %

Name of Business Entity (Member): \_\_\_\_\_

a. _____ _____ _____ _____ %	b. _____ _____ _____ _____ %
c. _____ _____ _____ _____ %	d. _____ _____ _____ _____ %

(If any of the owners of these members are Business Entities and not individuals, please attach additional sheets to show their owners, their addresses, (residential address, if an individual) and their percentage ownership interests until the individual level is reached.)

3. Please list below the names, residence addresses and percentage ownership of each **manager** of the LLC, if any:

a.	_____	b.	_____
	_____		_____
	_____		_____
	_____ %		_____ %
c.	_____	d.	_____
	_____		_____
	_____		_____
	_____ %		_____ %

(if more space is required, attach additional sheets hereto)

4. If any of the managers listed in Section 3 is a Business Entity and not an individual, please list below its owners, their addresses (residential address, if an individual) and their percentage ownership interests (if more space is required, attach additional sheets hereto):

Name of Business Entity (Manager): \_\_\_\_\_

a.	_____	b.	_____
	_____		_____
	_____		_____
	_____ %		_____ %
c.	_____	d.	_____
	_____		_____
	_____		_____
	_____ %		_____ %

Name of Business Entity (Manager): \_\_\_\_\_

a.	_____	b.	_____
	_____		_____
	_____		_____
	_____ %		_____ %
c.	_____	d.	_____
	_____		_____
	_____		_____
	_____ %		_____ %

(If any of the owners of these managers are Business Entities and not individuals, please attach additional sheets to show their owners, their addresses (residential address, if an individual) and their percentage ownership interests until the individual level is reached.)



5. List below the names, residence addresses and title of each **officer** of the LLC, if any:

a.	_____	b.	_____
	_____		_____
	_____		_____
	_____		_____
	Title: _____		Title: _____
c.	_____	d.	_____
	_____		_____
	_____		_____
	_____		_____
	Title: _____		Title: _____

(if more space is required, attach additional sheets hereto)

6. List below the name of the validly licensed mortgage broker under whose license the Office will be conducted:

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

*I certify that this Exhibit is true and complete as of the date set forth below and acknowledge my obligation under Subsection 1.C. to update this Exhibit whenever there are changes in the information above.*

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Please submit a copy of the Franchise Owner’s Articles of Organization and Operating Agreement or LLC Agreement (with any and all amendments, if applicable) to MOTTO FRANCHISING, LLC.**



## MOTTO® MORTGAGE

**TRADEMARK AND POST-TERMINATION/OTHER OBLIGATIONS ACKNOWLEDGEMENT**

I, the signatory below ("I" or "Me"), agree to the terms of this Trademark and Post-Termination Obligations Acknowledgement (the "Agreement"), as described below, in consideration of the terms contained herein, the sufficiency of which I acknowledge, and as a pre-requisite to Me being eligible for employment, and as a condition for continued employment, with Broker and affiliation, and continued affiliation, with the Motto Network:

**1. DEFINITIONS.**

A. "**Broker**" is Motto Mortgage \_\_\_\_\_, with an office address \_\_\_\_\_.

B. "**Franchisor**" means Motto Franchising, LLC.

C. "**Marks**" means Franchisor's registered and unregistered marks, which include, without limitation, the name "Motto," the Motto logo shown above at left, and certain other service marks, trademarks, trade dress and other commercial symbols, including those that Franchisor may develop, acquire, or license for Motto franchisees' use from time-to-time.

D. "**Motto Network**" means Franchisor and the network of franchisees/brokers providing mortgage services under the Marks.

E. "**Related Parties**" means any entity that directly or indirectly, in whole or in part, is controlled by or under common control with Motto Franchising, LLC.

F. "**System**" means the system devised and developed by Franchisor, for providing high quality mortgage services to the general public.

**2. MOTTO TRADEMARKS.**

## A. MARKS.

(1) Ownership of Marks. I acknowledge that Franchisor is the exclusive owner of all right, title and interest in and to the Marks.

(2) Permitted Uses of Marks on Behalf of Broker. I understand and agree that I am not being granted a license, and have no independent right, to use of any of the Marks, but rather that, by virtue of the limited license in Broker's Franchise Agreement, I may use the Marks, only on Broker's behalf and under Broker's supervision, when acting in my capacity as a loan originator or employee of Broker's office. I understand that all use of the Marks on behalf of Broker inures exclusively to the benefit of Franchisor. I agree to use the Marks only in connection with Broker's office name and address and in compliance with the most current edition of *Motto Mortgage Brand Standards: Trademarks and Usage* or its successor.

(3) Registration and Ownership of Domain Names; Prohibited Activities. I am not authorized to, and I agree not to, register or own any Internet domain name that includes "motto" or any of the Marks ("**Motto Formative Domain Name**"). I further agree that I will not register, own or use an Internet domain name that includes a trademark (or any variation thereof) of a Related Party of Motto Franchising, LLC (a "**Prohibited Domain Name**"). I agree and acknowledge that, either during the term or after the termination of this Agreement, I have no legitimate interest in registering or owning any Prohibited Domain Name, and I have no legitimate interest in registering or owning any Motto Formative Domain Name. I also agree that registering or owning any Motto Formative Domain Name or Prohibited Domain Name or retaining ownership or use of any Motto Formative Domain Name after the transfer, expiration, or termination of this Agreement, would be an act of bad faith. I further agree that I will not sell or offer to sell any Motto Formative Domain Names or Prohibited Domain Names.

**MOTTO® MORTGAGE**

**TRADEMARK AND POST-TERMINATION/OTHER OBLIGATIONS ACKNOWLEDGEMENT –  
CONTINUED**

B. DE-IDENTIFICATION. Following termination or expiration of this Agreement or of my affiliation with the Motto Network (“**Termination**”), I will be free to establish my own brokerage operation or other business, alone or with others. However, I acknowledge the exclusive rights of Franchisor to its System, its method of operation and its distinguishing characteristics, including but not limited to the Marks, advertising materials, copyrighted materials and other distinguishing characteristics now or hereafter adopted, and Franchisor’s compelling business interest in protecting the exclusivity of same to members of the Motto Network. Following Termination, in connection with any business thereafter carried on by Me, I will:

(1) immediately and clearly distinguish my business from Motto and the System so as to avoid any possibility of confusion to the public, and not directly or indirectly identify or hold myself out as being or as having been affiliated with Broker or the Motto Network;

(2) immediately cease use of the Marks, including removing, erasing or obliterating the Marks and all indications that I am or was affiliated with Broker or the Motto Network from my letterhead, stationery, printed matter, advertising, web pages (including without limitation, in visual content, hyperlinks, source code, and third-party directory listings), social media services and other materials;

(3) immediately assign and transfer any Motto Formative Domain Names owned, held or controlled by Me, to Franchisor or take such actions regarding such domain name(s) as Franchisor may direct. I agree, at my own expense, promptly to execute and deliver all necessary documents and take any action reasonably requested by Broker or Franchisor to effect the assignment and transfer of all such domain names, including compliance with any transfer procedure established by the domain name registrar;

(4) immediately take any action that may be required to cancel, or at Franchisor’s request transfer to it or its designee, all pseudonyms, logins, and identifiers (including but not limited to vanity license plates, user names, instant messaging and social media accounts, and e-mail addresses) that contain any reference to any Marks;

(5) not adopt, use, or imitate, in any manner or for any purpose, the Marks or any name, trademark, service mark, logo, advertisement, representation, or business activity that may mislead others in the mortgage business and/or the public to believe I am still a part of, affiliated with, or sponsored in any way by the Motto Network, including without limitation, the term “Motto” or any other term that begins with the prefix “Mot” or rhymes with “Motto” or any other term that is deemed by Franchisor to create a possibility of confusion or question regarding my affiliation with or sponsorship or endorsement by Broker, Franchisor or the Motto Network;

(6) refrain from referring in any form of advertising or promotion to designations, certifications, awards or recognition that Franchisor or any of its Related Parties may have granted to Me during my affiliation with the Motto Network; and

(7) not directly or indirectly dispute the validity of the Marks or Franchisor’s ownership thereof, or challenging any application or registration by Franchisor for a Mark.

C. APPOINTMENT. I hereby appoint Broker or Franchisor as my agent and attorney-in-fact to act for and on my behalf to take any of the actions referred to in Subparagraphs 2.B(3) and (4) with the same legal force and effect as if taken by Me.

D. INDEMNIFICATION FOR COSTS OF FORCED COMPLIANCE. I agree to indemnify Broker and/or Franchisor for all costs incurred, including court costs, expert witness fees, consumer survey costs and reasonable attorney fees, by Broker and/or Franchisor to secure full compliance with the provisions of this Paragraph 2.

E. APPLICABILITY. The prohibitions of this Paragraph 2 do not affect the rights and privileges that may be conferred upon Me by any contract establishing an affiliation with another Motto franchisee after Termination.

**TRADEMARK AND POST-TERMINATION/OTHER OBLIGATIONS ACKNOWLEDGEMENT –  
CONTINUED**

**3. RIGHTS IN IMAGES, CONTENT AND LIKENESS.** With respect to images, videos or other content ("**Materials**") that I supply to Broker, Franchisor, any of their affiliates, or a technology provider of Franchisor ("**Vendor**"), I grant Broker, Franchisor, and Vendor a fully paid up and royalty-free license and right to use and sublicense such Materials for any marketing, educational or operational purpose Broker, Franchisor or Vendor deems appropriate in any media now in existence or hereafter created. To the extent that the Materials feature my likeness, image, performance, voice or name (the "**Likeness**"), or the Likeness appears in images, video or other content created by Franchisor before Termination, the license granted herein shall include the right to use and sublicense such Likeness. To the extent that I do not own the copyright in the Materials, I represent and warrant that I have permission to use such Materials and to authorize the uses contemplated by this paragraph. I hereby release and covenant not to sue Broker, Franchisor, any of their affiliates, or Vendor or the respective officers, directors and employees of each, in connection with any use of the Material or Likeness permitted by this Agreement, and further agree to indemnify and hold Broker, Franchisor, their affiliates, and Vendor harmless against any claims by any third party that use of the Materials or Likeness infringes upon such third party's rights, including but not limited to copyrights and rights of publicity. The license and other provisions of this paragraph shall survive termination or expiration of this Agreement.

**4. IDEA SUBMISSIONS.** I acknowledge that if I submit any unsolicited or solicited ideas, proposals, suggestions, works, or similar submissions, including any recommendations or ideas for marketing and advertising, services, products, technology, product improvements or enhancements or other content (collectively referred to as "**Submissions**"), the following terms apply to those Submissions, regardless of whether my communication or Submission contains other terms. I agree that: (i) the Submissions, including any related intellectual property rights, will become Franchisor's property automatically when I submit them to Franchisor, and without any compensation to me; (ii) Franchisor is not restricted in its use of the Submissions and may use them in any way, including giving them to others; and (iii) there is no obligation to keep Submissions confidential or to attribute them to me in any way.

**5. AUTHORIZATION TO COMMUNICATE ELECTRONICALLY, SHARE PERSONAL INFORMATION.** By executing this Agreement, you expressly authorize (a) Franchisor, as well as any of its Related Parties and approved suppliers, to communicate with you electronically, including via electronic mail, facsimile, text message, or social media platforms and to communicate with you at any cell phone number provided or listed (including via text messaging), notwithstanding whether any or all of your office or personal telephone numbers appear on a federal or state Do-Not-Call registry; and you agree that communications may be sent with a system capable of autodialing or sequencing phone numbers (b) Franchisor and its Related Parties to record or transcribe telephone or text conversations with you and to share, disclose, or provide, for a business purpose, in Franchisor and its Related Parties' sole discretion, your information, including personal or contact information, with/to approved suppliers, service providers, and other third parties. As used herein, "personal information" shall mean and include information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual.

**6. ADDITIONAL POST-TERMINATION OBLIGATIONS.** I agree, for a period of one year from the effective date of termination or expiration of this Agreement to refrain from encouraging or inducing: (a) any mortgage wholesaler or lender to discontinue its business relationship with Broker or Broker's affiliates or other Motto franchise owners or (b) any customer to discontinue its relationship with Broker or Broker's affiliates.

**7. ENFORCEMENT.**

A. INJUNCTIVE RELIEF. I hereby acknowledge and agree that it would be difficult to measure the economic loss that would occur as a result of the breach of any of the provisions of Paragraphs 2 and 4, and that such a breach would cause immediate and irreparable harm for which there would be no adequate monetary remedy. I further acknowledge and agree that any of the above provisions may be enforced by injunction and/or restraining order.

**MOTTO® MORTGAGE**

**TRADEMARK AND POST-TERMINATION/OTHER OBLIGATIONS ACKNOWLEDGEMENT –  
CONTINUED**

B. **THIRD-PARTY BENEFICIARY.** Franchisor is a third-party beneficiary of the acknowledgements, agreements and provisions of this Agreement. Further, I acknowledge and agree that Franchisor, as the owner of the Marks and the System, will have a direct right to enforce any of the provisions contained herein through appropriate legal proceedings. I agree that Broker may transfer to Franchisor the right to pursue, in Broker's and/or Franchisor's name, any claim (including without limitation a breach of contract claim) against Me for breach of any term or condition contained herein. I agree not to contest any such transfer in any legal proceeding.

C. **ATTORNEYS' FEES.** If Broker and/or Franchisor retains an attorney to enforce any of the provisions of this Agreement or to institute legal proceedings incident to such enforcement, I will pay, in addition to all other sums for which I may be found liable, reasonable attorneys' fees, court costs and litigation expenses Broker and/or Franchisor incur.

**8. WAIVER.** No waiver of any breach of any provision or condition of this Agreement is a waiver of any subsequent breach of the same or any other provision or condition of this Agreement.

**9. SEVERABILITY.** The invalidity or unenforceability of any particular word, sentence, paragraph, subparagraph or provision of this Agreement will not affect the validity or enforceability of the rest of this Agreement and this Agreement will be interpreted in all respects as if such invalid or unenforceable parts were omitted.

I, by my signature below, acknowledge my understanding of, commitment to, and agreement with the terms of this Agreement as of the date set forth below.

---

**Signature**

---

**Name**

---

**Home Address**

---

**Date**

**EXHIBIT C**  
**To Franchise Agreement**  
**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

This GUARANTY AND ASSUMPTION OF OBLIGATIONS (this “*Guaranty*”) relates to that certain Franchise Agreement dated \_\_\_\_\_ (the “*Agreement*”) by and between MOTTO FRANCHISING, LLC (“*we,*” “*us*” or “*MOTTO FRANCHISING, LLC*”) and \_\_\_\_\_ (“*Franchisee*”).

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

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

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

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

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

**GUARANTOR(S)**

_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Signature	_____ Date	_____ Signature	_____ Date

**EXHIBIT A-1**

**RENEWAL ADDENDUM – Address Only**

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT  
ADDRESS ONLY

THIS ADDENDUM is entered into as of even date with the Franchise Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, (the “*Agreement*” or “*Franchise Agreement*”) by and between Motto Franchising, LLC, (referred to as “*we*,” “*us*,” “*Motto*” or “*Motto Franchising, LLC*”) and \_\_\_\_\_ (referred to as “*you*,” “*Franchise Owner*,” or “*Franchisee*”).

This Addendum is being executed to amend certain terms and conditions of the Franchise Agreement applicable to the renewal of Franchisee's franchise as follows:

1. Subparagraph (3) of Subsection 2.A. of the Franchise Agreement is hereby amended to read as follows:

(3) **Term.**

The term of the Franchise will begin on the Agreement Date and continue through \_\_\_\_\_ (the “*Term*”), unless the Franchise is terminated earlier pursuant to the provisions of this Agreement. Termination or expiration of this Agreement will constitute termination or expiration of your Franchise and the Limited License (as defined below) to use the Motto Marks conferred by this Agreement.

2. The first sentence of Section 3.A. of the Franchise Agreement is hereby amended to read as follows:

You agree that the Office will be “opened” and operating as of the Agreement Date.

3. Subsection 6.A. of the Franchise Agreement is hereby replaced in its entirety and shall now read as follows:

**6.A. RENEWAL FRANCHISE FEE.**

You agree to pay us a renewal franchise fee in the amount of \$ \_\_\_\_\_ when you sign this Agreement. You will not be entitled to any rights or privileges under this Agreement until the renewal franchise fee is paid in full. You agree that we have fully earned the renewal franchise fee and that it becomes non-refundable upon payment to us.

4. Subsection 13.B. (2) of the Franchise Agreement (regarding failure to open the office) is hereby deleted.

5. Unless specifically amended or modified in one of the above paragraphs, all of the provisions of the Franchise Agreement apply to this renewal, including but not limited to Subsection 2.E., which pertains to future renewal of this franchise relationship, and Subsection 6.B., which pertains to Continuing Service and Royalty Fee.

Subsection 2.E.(8) states that upon your next renewal one of the conditions of renewal requires:

(8) At least 90 days prior to the expiration of this Agreement, you execute the form of franchise agreement (including the renewal addendum and additional supplemental agreements then being used by us) we are then customarily using to grant franchises for Motto mortgage offices, which agreement and renewal addendum shall take effect on the day after this Agreement expires, and which will supersede this Agreement and may have materially different and less favorable terms than this Agreement, including without limitation, requirements to upgrade equipment and facilities, use new systems and procedures and pay higher fees, dues and marketing fund contributions.

In addition, Subsection 2.E.(9) of the Franchise Agreement provides that upon the next renewal of the franchise relationship, you will be required to pay us, at least 90 days prior to the expiration of the Franchise Agreement, a renewal fee equal to 50% of the then current initial franchise fee.



Subsection 6.B. states that upon renewal your Contract Month for purposes of the Royalty schedule is the month in which the original franchise agreement was signed:

Renewing Franchisees. At renewal you continue paying Royalties and Advertising Fund Fees, but at the then current Royalty and Advertising Fund Fee rates and schedule. The “Contract Month” for purposes of that Royalty schedule is defined as the month in which you signed your original franchise agreement.

6. The Franchise Agreement supersedes any previous franchise agreements entered into between Motto Franchising, LLC and Franchisee. With the exception of any monies that may be due and owing to Motto Franchising, LLC at the time of renewal, Motto Franchising, LLC and Franchisee agree to release and forever discharge each other from any and all claims, disputes, damages or liabilities, and causes of action of any kind or nature, arising out of any previous franchise agreements entered into between them.

7. This Addendum is intended to be, and is hereby, incorporated in its entirety as a part of the Franchise Agreement and to be read as a material part thereof. It is expressly understood that to the extent, if any, the terms and conditions of this Addendum are different from, or conflict with, those set forth in the Franchise Agreement, this Addendum shall control. This Addendum may not be amended, changed, revised or altered, except by instrument in writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year above written.

<b>MOTTO FRANCHISING, LLC</b>	
By: _____	_____
	Date
Title: _____	

<b>FRANCHISEE</b> (If a corporation, partnership, limited liability company, or other legal entity recognized under applicable law)	<b>FRANCHISEE</b> (If an individual)
Entity name: _____	_____
	Date
By: _____	_____
	Date
Title: _____	

**EXHIBIT A-2**

**TRANSFER ADDENDUM**

## TRANSFER ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM is entered into as of even date with the Franchise Agreement dated the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, (the “*Agreement*” or “*Franchise Agreement*”), by and between Motto Franchising, LLC, (referred to as “*we*,” “*us*,” or “*Motto Franchising, LLC*”) and \_\_\_\_\_ (referred to as “*you*,” “*Franchise Owner*,” or “*Franchisee*”).

This Addendum is being executed to amend certain terms and conditions of the Franchise Agreement applicable to the transfer of Franchisee's franchise as follows:

1. Subparagraph (3) of Subsection 2.A. of the Franchise Agreement is hereby replaced in its entirety and shall now read as follows:

(3) **Term.**

The term of the Franchise will begin on the Agreement Date and continue through \_\_\_\_\_ (the “*Term*”) unless the Franchise is terminated earlier pursuant to the provisions of this Agreement. Termination or expiration of this Agreement will constitute termination or expiration of your Franchise and the Limited License (as defined below) to use the Motto Marks conferred by Section 4 of this Agreement.

2. The first sentence of Section 3.A. of the Franchise Agreement is hereby replaced in its entirety and shall now read as follows:

You agree that the Office will be “opened” and operating as of the Agreement Date.

3. Subsection 6.A. of the Franchise Agreement is hereby deleted in its entirety.

4. Subsection 13.B. (2) of the Franchise Agreement (regarding failure to open the office) is hereby deleted.

5. Unless specifically amended or modified in one of the above paragraphs, all of the provisions of the Franchise Agreement apply to this transfer, including but not limited to Subsection 6.B., which pertains to Continuing Service and Royalty Fee.

Subsection 6.B. states that upon transfer your Contract Month for purposes of the Royalty schedule is the month in which the original franchise agreement was signed:

**Franchise Transfers.** When you purchase an existing franchise, you begin paying Royalties and Advertising Fund Fees at transfer at the then current Royalty and Advertising Fund Fee rates. The “Contract Month” for purposes of that Royalty schedule is defined as the month in which the original franchise agreement was signed for the franchised business being transferred.

6. This Addendum is intended to be, and is hereby, incorporated in its entirety as a part of the Franchise Agreement and to be read as a material part thereof. It is expressly understood that to the extent, if any, that the terms and conditions of this Addendum are different from, or conflict with, those set forth in the Franchise Agreement, this Addendum shall control. This Addendum may not be amended, changed, revised or altered, except by instrument in writing signed by the parties.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year above written.

**Motto Franchising, LLC**

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

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

**FRANCHISEE** (If a corporation, partnership, limited liability company, or other legal entity recognized under applicable law)

Entity name: \_\_\_\_\_

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

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

**FRANCHISEE** (If an individual)

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

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

**EXHIBIT A-3**

**MY COI TERMS OF USE**

## MYCOI TERMS OF USE

BY ACCESSING, VIEWING, DOWNLOADING OR OTHERWISE USING THIS WEBSITE OR ANY WEBPAGE, SUBDOMAIN, CO-BRANDED WEBSITE, OR FEATURE AVAILABLE THROUGH MY COI, ANY INFORMATION PROVIDED AS PART OF THE MY COI SERVICES, OR ANY RELATED EMAILS, NEWSLETTERS, COMMUNICATIONS, TRAINING, SUPPORT, INSPECTIONS, OR OTHER SERVICES (HEREINAFTER "MY COI" OR "MY COI SERVICES"), YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT WITH MY COI, LLC ("COMPANY" OR "WE") BASED ON THE TERMS OF THIS MY COI USER AGREEMENT ("AGREEMENT") AND YOU ARE BECOMING A MY COI USER ("USER"). IF YOU ARE USING MY COI ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH ENTITY MAY HAVE A SEPARATE AGREEMENT WITH US ("MSA") AND THIS AGREEMENT IS EXPRESSLY INCORPORATED BY REFERENCE INTO THE MSA. IN THE EVENT OF CONFLICT BETWEEN THIS AGREEMENT AND THE MSA, THE MSA GOVERNS. IF YOU DO NOT WANT TO BECOME A USER, DO NOT CONCLUDE THIS AGREEMENT, AND DO NOT ACCESS, VIEW, DOWNLOAD, OR OTHERWISE USE ANY MY COI WEBPAGE, INFORMATION OR SERVICES.

**1. User Accessibility.** As part of the registration process, you may be asked to select a user name ("Name") and/or password ("Password"). The Name and Password are for your personal use only. You are responsible for maintaining the confidentiality of the Name and Password and you agree not to provide them to any third party. You are responsible for any breach of security caused by your failure to maintain the confidentiality of your Name and Password. You are prohibited from selling, trading or otherwise transferring your MY COI account or any information therein to another party or charging anyone for access to any portion of MY COI, or any information therein. You agree to notify Company immediately, by email, to [support@mycoitracking.com](mailto:support@mycoitracking.com), in the event of loss or theft of your Name and Password, or if you believe the confidentiality of your Name and Password has been compromised in any way, or in the event you learn about a possible or actual unauthorized use of MY COI with your Name or Password. Company reserves the right to revoke your Name and Password at any time, without prior notice, upon its reasonable belief that you have caused a security violation.

**2. Service Eligibility.** You represent and warrant that you (a) are not under the age of 18; (b) have not previously been suspended or removed from MY COI; (c) are not a direct competitor of Company and/or MY COI; and (d) that you have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party. In addition, you must provide all equipment and software necessary to connect to MY COI, including, but not limited to, a web browser capable of running with the ability to run Mac OSX or Windows Version Seven, XP, and/or Vista, and must have an internet web browser including Mozilla Firefox 2.0 or higher and/or Internet Explorer 6.0 or higher. Users may also be required to maintain other third party products to review, utilize or archive reports available under MY COI. You must comply with all applicable laws, the Agreement, as may be amended, and the following terms, which are incorporated into this Agreement.

**3. User Content and Privacy.** As part of your use of MY COI, you may be required to submit certain content (including any insurance policies, insurance certificates, insurance endorsements, insurance requirements, vendor information, contact information, payment information, construction information, permits, invoices, data, user generated content, ideas, concepts, techniques and other information) ("User Content"). By submitting any information to us, you represent and warrant that you have the legal right to submit the User Content and that such submission is accurate, complete, current, and is not in violation of any contractual restrictions or other third party rights. Company exercises no control over any content you or others submit while using MY COI. MY COI has no obligation to verify the identity of any Users when they are connected to MY COI or to supervise the content which has been provided by Users. Note that we describe our current practices related to personally identifiable and/or confidential information collected through MY COI in our Privacy Policy and that we may update our policies and practices from time to time at our sole discretion. Should you believe that someone is misusing or otherwise appropriating your information, you must immediately inform Company.

**4. Dealings with Third Parties and Links.** Your participation, correspondence or business dealings with any third party found on or through MY COI, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that MY COI shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings. MY COI may provide, or third parties may provide, links to non-My COI Internet sites or resources as a convenience to you ("Third-Party Sites"). Because MY COI has no control over such sites and resources, you acknowledge and agree that MY COI is not responsible for the availability of such Third-Party Sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Links to Third-Party Sites are not endorsements by MY COI of such Third-Party Sites. You further acknowledge and agree that MY COI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Third Party Site or resource.

**5. Intellectual Property Rights.** All content provided on MY COI is copyrighted material. Except as expressly authorized by Company or by Website Content providers, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the website content of others, in whole or in part, by any means. You

must not modify, decompile, or reverse engineer any software made available through MY COI, and you must not remove or modify any copyright or trademark notice, or other notice of ownership.

"Company Trademarks" means all names, marks, brands, logos, designs, trade dress, slogans and other designations Company uses in connection with its products and services. You may not remove or alter any Company Trademarks, or co-brand your own products or material with Company Trademarks, without Company's prior written consent. You acknowledge Company's rights in Company Trademarks and agree that any use of Company Trademarks by you shall inure to Company's sole benefit. You agree not to incorporate any Company Trademarks into your trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations, for use on or in connection with computer or Internet-related products, services or technologies. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring upon you any license to intellectual property rights, whether by estoppel, implication, or otherwise.

Subject to the limitations in the MSA and Privacy Policy, you grant Company an irrevocable, worldwide, royalty-free, nonexclusive license to use, reproduce, modify, distribute, transmit, display, perform, adapt, resell and publish such any User Content (including in digital form).

**6. User Obligations.** You acknowledge and agree that we may send you important information and notices regarding the MY COI Services by email or through other means. You acknowledge and agree that we shall have no liability associated with or arising from your failure to: (a) maintain accurate contact information, (b) maintain or supply accurate insurance information, or (c) maintain or supply accurate insurance agent, insurance carrier and/or vendor information. You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims of a violation of the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Company and/or MY COI, its Users and the public.

You acknowledge that Company may contact third parties, including but not limited to designated insurance agents, to obtain applicable User insurance information, including policy information, insurance limits, coverage amounts, premium amounts, or other applicable information requested or required by MY COI or a client of MY COI for use of the Services. Your acceptance of this Agreement will be considered your consent to Company's receipt of any of the foregoing information requested on your behalf.

Company and/or MY COI may limit the number of connections you may have to other Users and prohibit you from contacting other Users through use of the Services. You are solely responsible for your interactions with other Users. Company reserves the right, but has no obligation, to monitor disputes between you and other members and to terminate your account if Company determines, in its sole discretion, that doing so is prudent.

**7. Warranties and Liability.** YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE WEBSITE, INCLUDING THE INFORMATION AND MY COI SERVICES (AS DEFINED ABOVE) ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. COMPANY DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF MY COI.

COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT: (a) MY COI WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) THE QUALITY OF ANY PRODUCTS, SERVICES, WEBSITE CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM THE WEBSITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR (c) ANY ERRORS IN MY COI WILL BE CORRECTED. IN PARTICULAR, MY COI'S OPERATION MAY BE MOMENTARILY INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR TECHNICAL IMPROVEMENTS. COMPANY DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, COMPANY DISCLAIMS ALL LIABILITY FOR ANY MISFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE MY COI SITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES LINKED TO THE INTERNET SERVICE PROVIDER, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON OUTSIDE THE REASONABLE CONTROL OF COMPANY AND/OR MY COI.

YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY WEBSITE CONTENT FROM MY COI, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

COMPANY IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS EMAILS, POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH MY COI TO ANYONE. IN ADDITION, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE MY COI SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON MY COI MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED TO US SUCH MATERIAL, SERVICE, OR TECHNOLOGY. COMPANY DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, INCLUDING BUT NOT LIMITED TO INSURANCE AGENTS, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS MY COI SERVICES BY USERS; THEREFORE, COMPANY DECLINES ALL LIABILITY FOR INACCURATE INFORMATION, INAPPROPRIATE OR INSUFFICIENT INSURANCE REQUIREMENTS, DECREASED OR CANCELLED COVERAGE, POLICIES, LIMITS, CERTIFICATES OR ENDORSEMENTS, FRAUD; NEGLIGENCE; WILLFUL MISCONDUCT; OR ANY OTHER INAPPROPRIATE USE OF MY COI.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, LICENSORS, DIRECTORS, SUPPLIERS, OTHER PARTNERS, EMPLOYEES AND REPRESENTATIVES FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEY'S FEES, MADE BY ANY THIRD PARTY TO OR ARISING OUT OF USE OF MY COI, YOUR USE OF OR CONNECTION TO MY COI (INCLUDING ANY USE BY YOU ON BEHALF OF YOUR EMPLOYER), YOUR VIOLATION OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO YOUR SUBMISSION OR USE OF ANY CONTENT THAT IS (A) FRAUDULENT, INACCURATE, A MISREPRESENTATION, DISHONEST, OR (B) IS A VIOLATION OF ANY RIGHTS OF ANY THIRD PARTIES.

**8. Termination.** Your access to MY COI may be terminated only by Company or the party paying for such services. Termination of your MY COI account includes disabling your access to MY COI (including any content you submitted or others submitted) and may also bar you from any future use of MY COI.

**9. General Terms.** This Agreement together with any MSA (where applicable), constitute the entire agreement between you and Company relating to its/their subject matter, and cancels and supersedes any prior versions of this Agreement. No modification to this Agreement will be binding, unless in writing and duly executed by both parties. You may not assign or otherwise transfer the terms of this Agreement or any right granted hereunder. You also may be subject to additional terms and conditions that may apply when you use Company or third-party products or services.

You agree that any material breach of this Agreement will result in irreparable harm to Company for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Company will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Company seeks such an injunction. The prevailing party shall have the right to collect from the other party its reasonable costs and attorney's fees incurred in enforcing this Agreement.

MY COI originates from and is maintained in the United States of America, and the Company makes no representations regarding the legality of access to or use of MY COI from other countries. Access in countries where the materials are illegal is prohibited. Users who access MY COI from outside the United States do so at their own risk and are responsible for compliance with applicable U.S. export and local country laws. Indiana law and controlling U.S. federal law govern any action related to this Agreement and/or your use of the MY COI. Choice of law rules of any jurisdiction will not apply to any dispute under this Agreement. You and Company agree to submit to the personal and exclusive jurisdiction of the state courts located within the county of Marion County, Indiana.

Rights and obligations under the Agreement which by their nature should survive will remain in full effect after termination or expiration of the Agreement. Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement. If any provision of the Agreement is held invalid by any law or regulation of any government, or by any court, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Agreement will remain in full force and effect.



**EXHIBIT A-4**

**MOTTO MORTGAGE EMAIL  
USER AGREEMENT**

## MOTTO MORTGAGE EMAIL USER AGREEMENT

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

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

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

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

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

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

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

access to or use of the Email Services. If there are any conflicts between the terms and conditions of this Agreement and any prior versions, the terms and conditions of this Agreement shall control.

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

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

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

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

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

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

- a. Post or send any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- b. Transmit any unlawful, harassing, libelous, abusive, tortious, defamatory, threatening, harmful, invasive to another's privacy, vulgar, obscene, sexually oriented, pornographic, or otherwise objectionable material of any kind or nature;
- c. Transmit any material that the sender knows or should know contains a software virus or viruses, or other harmful or objectionable computer code, files, program or routine such as Trojan horses, worms, time bombs, cancel bots, or popups;
- d. Engage in "scamming", "spoofing", "spamming" or any other objectionable or illegal email activities;
- e. Transmit any material which infringes upon any intellectual property or other rights of any person including without limitation trademark rights, copyrights, or rights of publication in any form or format without the express written authorization of the owner of the copyrighted or proprietary material.
- f. Attempt to gain unauthorized access to the Email Services, or to other accounts, computer systems, networks, or other Users connected to or using the Email Services, through password mining or any other means.
- g. Interfere with or disrupt servers, networks, hardware, software, or Users connected to or using the Email Services, or violate the licenses, policies, procedures, or regulations of such.
- h. Harass or interfere with another User's use or enjoyment of the Email Services.
- i. Grant access to the User's Account to any other person.

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

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

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

12. Motto will provide email addresses only in a format in accordance with Motto's email policies. Motto is not responsible for any costs or expenses, including, but not limited to, those for printing promotional

materials with non-compliant email addresses, that you or your employer may incur as a result of requesting an email address that Motto determines, in its sole discretion, does not comply with such policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Motto Franchising, LLC

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

Franchisee

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

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

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

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

**EXHIBIT A-5**

**MOTTO PORTAL USER AGREEMENT**



## MOTTO PORTAL USER AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Post or send any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; harvest, collect, gather, or assemble information or data regarding other franchisees or their Users, including, but not limited to, email addresses and payment information without their consent;
- b. Transmit, upload, post or publish on the Portal any unlawful, harassing, libelous, abusive, tortious, defamatory, threatening, harmful, invasive to another's privacy, vulgar, obscene, sexually oriented, pornographic, or otherwise objectionable material of any kind or nature;
- c. Transmit any material that the posting User knows or should know contains a software virus or viruses, or other harmful or objectionable computer code, files, program or routine such as Trojan horses, worms, time bombs, cancel bots, or popups;
- d. Attempt to gain unauthorized access to the Portal, or to other accounts, computer systems, networks, or other Users connected to or using the Portal, through password mining or any other means;

- e. Interfere with or disrupt servers, networks, hardware, software, or Users connected to or using the Portal, or violate the licenses, policies, procedures, or regulations of such;
- f. Harass or interfere with another User's use or enjoyment of the Portal or other User's information or data on the Portal;
- g. Engage in "scamming", "spoofing", "spamming" or any other objectionable or illegal email activities;
- h. Transmit, upload, post or publish any material which may infringe upon any intellectual property or other rights of any person including without limitation trademark rights, copyrights, or rights of publication in any form or format without the express written authorization of the owner of the copyrighted or proprietary material. When copyrighted or proprietary material is uploaded, posted or otherwise published by a User on the Portal, the User must include with such material all notices of copyright or claims of proprietary rights that are required by law;
- i. Copy any portion of the Portal for any purpose, including, but not limited to, copy any portion of the Portal for transmission or use, directly or indirectly, on any computerized electronic exchange other than the Portal, excepting only that portion of the information or data on the Portal that a User uploaded to the Portal through the User's Account;
- j. Grant access to the User's Account to any other person;
- k. Transfer, rent, lease, grant a security interest in, or otherwise encumber in any way any portion of the Portal or any of your rights to access or use the Portal, whether through this Agreement or otherwise;
- l. Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded;
- m. Falsify the origin or source of software or other material contained in a file that is uploaded; or;
- n. Download any file that the User knows, or reasonably should know, cannot be legally distributed in such manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Copyrights and Licenses.**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Motto Franchising, LLC

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

Franchisee

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

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

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

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

**EXHIBIT A-6**

**MOTTO WEB HOSTING USER AGREEMENT**

## MOTTO WEB HOSTING USER AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. are harmful to the Website Services or to the computer systems or software used to implement the Website Services;
- b. contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- c. interfere with or disrupt the Website Services or servers or networks connected to the Website Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Website Services;
- d. are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information);
- e. harm minors in any way;
- f. misrepresent the identity of any person or the source of any information, including through forging of metadata or web code;
- g. infringe upon any intellectual property or other rights of any person including without limitation trademark rights, copyrights, or rights of publication in any form or format without the express written authorization of the owner of the copyrighted or proprietary material;
- h. promote or provide instructional information about illegal activities;
- i. offer to provide any product or service in a manner for which you are not authorized, under applicable law;
- j. violate applicable local, state, or federal law.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

a. You agree to include on your website a privacy notice that is compliant with applicable law regarding privacy and disclosure of nonpublic personal information. Motto may specify the content and form of this notice, in part or in whole, and you agree to provide notices substantially similar to what Motto specifies unless you receive written permission from Motto to provide a different notice.

b. Neither Franchisee nor Motto will share personal information collected through the Website Services regarding a consumer for the purpose of serving as a factor in establishing the consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes; for employment purposes; or for other purposes for which consumer reports are authorized under the Fair Credit Reporting Act or comparable state law.

c. If a consumer opts out from the sharing of nonpublic personal information about that consumer, Motto will access or disclose nonpublic personal information about that consumer only in order to provide support services related to your use of the Website Services or to perform functions you may specify or direct on your behalf. When Motto accesses or uses nonpublic personal information pursuant to this Section 22(c), it will not disclose or use the information for any purpose other than to carry out the purposes for which it is authorized to access the information.

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

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

25. **Entire Agreement.** Unless modified as provided in Section 23, this Agreement includes the entire understanding between Motto and you regarding the subject hereof and supersedes all previous agreements between us.

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Motto Franchising, LLC

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

Franchisee

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

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

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

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

**EXHIBIT A-7**

**MOTTOSWAG USER AGREEMENT**

## MOTTOSWAG USER AGREEMENT

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

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

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

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

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

Motto may limit the total number of Users or the number of Users of various Types that you are permitted to designate. If a User’s activities are not in compliance with this Agreement, Motto may,

immediately and without prior notice, suspend the User's access to MottoSwag. In addition, Motto may link a User's access to MottoSwag to the User's access to other components of the Motto Online Services. If Motto modifies, terminates, or disables a User's access to another Motto Online Service, the User may lose access to MottoSwag as well. Motto will not be liable for any suspension or termination of access.

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

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

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

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

8. **Resources Accessed Through MottoSwag.** MottoSwag may include links to other services, websites, or resources, provided by Motto or by third parties. Services which you can access through a link available on MottoSwag are not part of MottoSwag, and this Agreement does not license you to use those additional services.

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

10. **Content.** Motto provides MottoSwag for the purposes of making advertising materials available for your use and facilitating your development, modification, and delivery of advertising (collectively the "Purposes"). Motto may make content of various types, such as documents, images, or videos, available for viewing through MottoSwag or download via MottoSwag. Except to the extent that Motto indicates otherwise by specifically marking particular content, including by marking content as "Confidential" pursuant to Section 11 below, you may use content provided by Motto through MottoSwag, subject to the terms of this Agreement. Motto reserves the right, in its sole discretion, to modify, supplement, delete, discontinue or remove any file, publication, information, communication or other content appearing on, uploaded to or transmitted through MottoSwag. Motto will bear no liability for damages resulting from any such change.

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

Motto may also place confidential materials on MottoSwag, which it may designate as such by labeling it “Confidential.” If a document, including a video or image, has been labeled “Confidential,” you agree to preserve the confidentiality of the document in accordance with the confidentiality obligations in your franchise agreement.

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

12. **Purchases through MottoSwag.** MottoSwag may allow you to purchase additional advertising products or services, such as printing and delivery of print advertising, digital advertising services and Lead Generation Services (defined below), and media purchasing. Such products and services are provided by a third-party vendor that provides services related to MottoSwag and may be provided by other third parties under contract to that vendor. Any purchase you make through MottoSwag will be pursuant to an agreement between you and one or more third parties. Motto makes no representation or warranty whatsoever about products or services you purchase through MottoSwag, and it is not party to any agreement you make to purchase such products or services. You agree to indemnify, defend, and hold harmless Motto and its shareholders/members, affiliates, parent companies, directors/managers, officers, employees, and agents from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable outside attorney fees and disbursements, court costs or arbitration costs, arising out of any purchase of products or services through MottoSwag by you or any of your Users of any term or condition of this Agreement. Your obligations to indemnify Motto shall survive expiration or termination of this Agreement.

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

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

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

- a. Post or send any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; harvest, collect, gather, or assemble information or data regarding other franchisees or their Users, including, but not limited to, email addresses and payment information without their consent;
- b. Transmit, upload, post or publish on MottoSwag any unlawful, harassing, libelous, abusive, tortious, defamatory, threatening, harmful, invasive to another's privacy, vulgar, obscene, sexually oriented, pornographic, or otherwise objectionable material of any kind or nature; Transmit any material that the posting User knows or should know contains a software virus or viruses, or other harmful or objectionable computer code, files, program or routine such as Trojan horses, worms, time bombs, cancel bots, or popups;
- c. Attempt to gain unauthorized access to MottoSwag, or to other accounts, computer systems, networks, or other Users connected to or using MottoSwag, through password mining or any other means;
- d. Interfere with or disrupt servers, networks, hardware, software, or Users connected to or using MottoSwag, or violate the licenses, policies, procedures, or regulations of such;
- e. Harass or interfere with another User's use or enjoyment of MottoSwag or other User's information or data on MottoSwag;
- f. Engage in "scamming", "spoofing", "spamming" or any other objectionable or illegal email activities;
- g. Transmit, upload, post or publish any material which may infringe upon any intellectual property or other rights of any person including without limitation trademark rights, copyrights, or rights of publication in any form or format without the express written authorization of the owner of the copyrighted or proprietary material. When copyrighted or proprietary material is uploaded, posted or otherwise published by a User on MottoSwag, the User must include with such material all notices of copyright or claims of proprietary rights that are required by law;
- h. Copy any portion of MottoSwag for any purpose, including, but not limited to, copy any portion of MottoSwag for transmission or use, directly or indirectly, on any computerized electronic exchange other than MottoSwag, excepting only that portion of the information or data on MottoSwag that a User uploaded to MottoSwag through the User's Account;
- i. Grant access to the User's Account to any other person;
- j. Transfer, rent, lease, grant a security interest in, or otherwise encumber in any way any portion of MottoSwag or any of your rights to access or use MottoSwag, whether through this Agreement or otherwise;



- k. Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded;
- l. Falsify the origin or source of software or other material contained in a file that is uploaded;
- m. Download any file that the User knows, or reasonably should know, cannot be legally distributed in such manner.

Motto reserves the right to refrain from processing and/or to delete from MottoSwag any software, file, information, communication or other material or content that, in the judgment and sole discretion of Motto, is inconsistent with or contrary to the Purposes of MottoSwag or the prohibitions specified in this Section 13.

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

- a. No other individual or entity, including other Users, shall access MottoSwag through a given User's Account. You shall be responsible for any and all charges, claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) that arise from any unauthorized access to MottoSwag through one of your User's Accounts. A User will comply with all applicable laws with respect to use of MottoSwag and with all rules and regulations adopted by Motto governing use of MottoSwag. A User is responsible for reading and complying with all rules, regulations, warnings, notices and instructions posted by Motto on MottoSwag.
- b. You are responsible for any and all information and data that your Users place on MottoSwag. You shall indemnify and hold Motto and its shareholders, affiliates, parent companies, directors, officers, employees, and agents harmless from and against any and all claims that any information or data that one of your Users places directly or indirectly on MottoSwag is inaccurate, incomplete or unauthorized in any respect.
- c. You are responsible for any and all activities that occur under your Users' Accounts. A User must log off and exit from his or her Account at the end of each session of use. You shall send Motto notice immediately upon being aware or suspicious of any unauthorized use of MottoSwag by any person.
- d. You are solely responsible for protecting your computer systems from viruses, malware, spyware, malicious code, communication disruptions, and attacks by hackers and other unauthorized parties. You will take reasonable steps to maintain the security of your computer systems and will comply with applicable laws relating to privacy and data security.
- e. You grant Motto full access to any information regarding your Users, your Users' accounts, any information your Users place on MottoSwag, and all cookies and any other information gathered in connection with use of MottoSwag. You hereby consent to the use and disclosure of any and all such information and data, including as may be required by law or by governmental authority, or as Motto may from time to time deem appropriate in accordance with the franchise agreement between you and Motto. This access specifically excludes any account data (as defined in the Data Security Standards, version 3.2, issued in April 2016 by the Payment Card Industry Security Standards Council) associated with a payment card that a User has used on MottoSwag ("Card Data"). Such data are transmitted to the authorized payment gateway and third party transaction processing system directly without being accessed or stored by Motto.

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

g. You represent and warrant that with respect to information that your Users place on MottoSwag, you have all rights necessary for its Users to provide the information and for you to grant the licenses and authorizations in subsections 14(d) and 14(e).

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

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

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

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

17. **Consumer Privacy.** This section modifies Motto's access to or use of certain information pursuant to sections 15, 15.1, and 15.2. MottoSwag may include information submission forms through which internet users can provide information to you and request information from you, and database services through which you or your users can manage records of those information requests (together, "Lead Generation Services"). You acknowledge and agree that Motto may access and use information obtained through the Lead Generation Services, to the extent permitted under applicable law. You grant to Motto a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to reproduce, modify, adapt, translate, publish, perform, and distribute data gathered through the Website Services to the extent allowed by law in light of consumer choices regarding disclosure of personal information.

a. You agree to provide consumers using the Lead Generation Services a privacy notice that is compliant with applicable law regarding privacy and disclosure of nonpublic personal information. Motto may specify the content and form of this notice, in part or in whole, and you agree to provide notices substantially similar to what Motto specifies unless you receive written permission from Motto to provide a different notice.

b. Neither you nor Motto will share personal information collected through the Lead Generation Services regarding a consumer for the purpose of serving as a factor in establishing the consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes; for employment purposes; or for other purposes for which consumer reports are authorized under the Fair Credit Reporting Act or comparable state law.

c. If a consumer opts out from the sharing of nonpublic personal information about that consumer, Motto will access or disclose nonpublic personal information about that consumer only in order to provide support services related to your use of the Lead Generation Services or to

perform functions you may specify or direct on your behalf. When Motto accesses or uses nonpublic personal information pursuant to this Section 17(c), it will not disclose or use the information for any purpose other than to carry out the purposes for which it is authorized to access the information.

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

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

20. **Copyrights and Licenses.**

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

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

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

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

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

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

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

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

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

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

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

25. **Governing Law.** This Agreement shall be governed by the laws of the state of Colorado without regard to its conflict of laws principles. The courts of Colorado shall have exclusive jurisdiction over all

disputes relating to this Agreement. You agree that venue and jurisdiction for judicial proceedings is proper and shall exist exclusively in Denver, Colorado.

26. **Entire Agreement.** Unless modified as provided in Section 24, this Agreement includes the entire understanding between Motto and you regarding the subject hereof and supersedes all previous agreements between them.

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

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

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

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

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

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

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

telecommunications, or other services to Motto or facilities used by or for Motto, natural disasters, acts of God, or acts of terrorism or war.

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

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

Motto Franchising, LLC

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

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

Franchisee

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

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

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

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

**EXHIBIT A-8**

**MOTTO SPARK USER AGREEMENT**

## MOTTO SPARK USER AGREEMENT

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

1. **Motto Spark Services.** Subject to the terms and conditions of this Agreement and during the term of this Agreement, Motto will provide you access to CRM software and services and use of the Motto Spark Software Platform powered by Total Expert, Inc (“Total Expert”), which Motto will procure for your use under the terms of a Master Subscription Agreement with Total Expert (collectively the “Motto Spark Services”). You may designate one or more individuals employed by your Motto mortgage brokerage office as users of the Motto Spark Services under this Agreement (“Users,” “your Users”), and Motto will provide a limited, non-sublicensable, non-exclusive, non-transferable, subscription to access and use the Software platform for each User. Motto may limit the total number of Users that you are permitted to designate. The Motto Spark Services will be hosted and managed by Total Expert as Motto’s third-party provider on one or more internet-accessible servers controlled and managed by Motto or Total Expert, at premises selected by Motto or by Total Expert.

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

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

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

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

4. **Agreement.** This Agreement shall have no force or effect until it is accepted in the State of Colorado by Motto. Your continued use of the Motto Spark Services will be deemed acceptance of this



Agreement, and you agree that this Agreement supersedes and replaces all prior agreements between you and Motto regarding your access to or use of the Motto Spark Services. If there are any conflicts between the terms and conditions of this Agreement and any prior versions, the terms and conditions of this Agreement shall control.

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

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

6.1. MOTTO MAKES NO WARRANTIES OR GUARANTIES AS TO THE AVAILABILITY OR RELIABILITY OF THE MOTTO SPARK SERVICES. MOTTO MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE MOTTO SPARK SERVICES FOR ANY PURPOSE OR ABOUT THE ACCURACY OF ANY INFORMATION TRANSMITTED THROUGH THE MOTTO SPARK SERVICES OR ANY THIRD-PARTY RESOURCES THAT MAY BE ACCESSIBLE THROUGH THE MOTTO SPARK SOFTWARE PLATFORM. MOTTO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE MOTTO SPARK SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IN NO EVENT SHALL MOTTO OR ITS EMPLOYEES, AFFILIATES, PARENT COMPANIES, DIRECTORS/MANAGERS, SHAREHOLDERS/MEMBERS, OFFICERS OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR USE OF THE MOTTO SPARK SERVICES. IN ANY CASE, MOTTO'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE HIGHEST AMOUNT OF ROYALTIES THAT HAS COME DUE AND HAS BEEN PAID BY YOU IN ANY SINGLE MONTH UNDER YOUR FRANCHISE AGREEMENT. MOTTO MAKES NO REPRESENTATION THAT ITS MOTTO SPARK SERVICES ARE MONITORING STATE, LOCAL, OR NATIONAL DO NOT CALL LISTS. YOU ARE OBLIGATED TO ENSURE THAT THE MARKETING EFFORTS OF YOU AND YOUR USERS COMPLY WITH ANY DO NOT CALL REQUIREMENTS. MOREOVER, IT IS YOUR RESPONSIBILITY TO ENSURE YOUR OWN, AND YOUR USER'S, COMPLIANCE WITH MARKETING LAWS THAT PERTAIN TO YOU.

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

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

8. **Prohibited Uses.** As a condition of your use (and the use by your Users) of the Motto Spark Services, you warrant that the Motto Spark Services will only be used in the conduct of your own internal business and operations and shall not directly or indirectly be used to process work of any third party that is not owned/operated by you. The Motto Spark Services are not to be used for any purpose that is unlawful or prohibited by this Agreement. You agree that you have been informed of and shall abide by, and you have informed your Users of and shall ensure your Users abide by, local, state, and federal rules pertaining to marketing and cell phone communications (including the United States' Telephone Consumer Protection Act) in any calls/texts/emails you or your Users send using the Motto Spark Services. You are responsible for your own compliance and the compliance of your Users with local, state, and national laws pertaining to marketing and communications to consumers, as well as laws that restrict marketing calls, emails and texts. You agree to and warrant that your Users will abide by all applicable local, state, national, and foreign laws, treaties, and rules and regulations in connection with use of the Motto Spark Services. You agree not to and warrant that your Users will not:

- a. Post or send any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- b. Violate any applicable local, state, national, or international law or regulation pertaining to marketing communication;
- c. Transmit any unlawful, harassing, libelous, abusive, tortious, defamatory, threatening, harmful, invasive to another's privacy, vulgar, obscene, sexually oriented, pornographic, or otherwise objectionable material of any kind or nature;
- d. Transmit any material that the sender knows or should know contains a software virus or viruses, or other harmful or objectionable computer code, files, program or routine such as Trojan horses, worms, time bombs, cancel bots, or popups;
- e. Engage in "scamming", "spoofing", "spamming" or any other objectionable or illegal email activities;
- f. Transmit any material which infringes upon any intellectual property or other rights of any person including without limitation trademark rights, copyrights, or rights of publication in any form or format without the express written authorization of the owner of the copyrighted or proprietary material;
- g. Attempt to gain unauthorized access to the Motto Spark Services, or to other accounts, computer systems, networks, or other Users connected to or using the Motto Spark Services, through password mining or any other means;
- h. Copy or otherwise reproduce or permit the copying or other reproduction of all or any part of the Motto Spark Software or Services except as otherwise permitted herein;
- i. Reverse engineer, decompile, disassemble or create derived works based on the Motto Spark Software or Services;
- j. Modify, adapt, translate into other programming forms or languages or extend the Motto Spark Software or Services to operate in other environments or on other platforms;
- k. Allow access to the Motto Spark Software or Services by other software products for any purpose without prior approval of Motto and its third-party provider.

- l. Interfere with or disrupt servers, networks, hardware, software, or Users connected to or using the Motto Spark Services, or violate the licenses, policies, procedures, or regulations of such.
- m. Harass or interfere with another User's use or enjoyment of the Motto Spark Services.
- n. Grant access to the User's Account to any other person.

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

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

11. The Motto Spark Software and Services may make available to you and/or your Users third party resources such as but not limited to property websites, landing pages, and other third-party site over which neither Motto nor its third-party provider has control. Neither Motto nor its third-party provider is responsible for the accuracy, completeness, functionality, usability or merchantability of any content provided third-party resources, and the use of such third-party resources by you or your Users is strictly at your own risk.

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

13. Motto will only provide on-line technical support for difficulties you may have accessing the Motto Spark Services. Technical support shall not include any aspect of your computer hardware, software, configurations, means of gaining access to the Internet, or ability to browse the Internet. You acknowledge and agree that if Motto implements spam or virus filters in the Motto Spark Services, those services may not be effective to prevent the transmission to you of spam or viruses. You acknowledge that Motto, in its sole discretion, may limit the size of file attachments that you send using the Motto Spark Services.

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

15. **Availability of the Motto Spark Services.** Motto will use commercially reasonable efforts to provide access to the Motto Spark Services during its normal business hours. You agree that from time to time the Motto Spark Services may become inaccessible or inoperable for various reasons, including (a) equipment malfunctions, (b) periodic maintenance procedures or repairs, or (c) causes beyond Motto's

reasonable control or not reasonably foreseeable by Motto, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures. Motto makes no representations or warranties regarding availability of the Motto Spark Services.

**16. Privacy.** Motto may collect personally identifiable information from Users when they register to use the Motto Spark Services and during the course of their sessions using the Motto Spark Services. Information collected includes the content of emails transmitted through the Motto Spark Services, both to and from a User, as well as attachments to those emails and metadata related to the emails and personal identifiable information of consumer contact records that Users create using the Motto Spark Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Motto Franchising, LLC

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

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

Franchisee

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

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

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

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

**EXHIBIT A-9**

**MOTTO BRANCH OFFICE AMENDMENT**

## BRANCH OFFICE AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT (“*Amendment*”) is entered into effective \_\_\_\_\_, 20\_\_\_\_, as an amendment to the Franchise Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the “*Agreement*” or “*Franchise Agreement*”) by and between Motto Franchising, LLC, (referred to as “*we*,” “*us*,” “*Motto*” or “*Motto Franchising, LLC*”) and \_\_\_\_\_ (referred to as “*you*,” “*Franchise Owner*,” or “*Franchisee*”).

### RECITALS:

WHEREAS, the Franchise Agreement granted to Franchisee the right to operate a single Motto mortgage services office to be operated only at the following location:  
\_\_\_\_\_.

WHEREAS, the Franchise Agreement granted to Franchisee a Limited License to engage in the Limited Use of the MOTTO Marks in connection with the Services provided out of the Office located at the address specified in the Franchise Agreement;

WHEREAS, an office that complies with the specifications set forth in this Amendment (a “*Branch Office*”) may be either (A) a virtual office (“*Virtual Branch Office*”) in an additional state (one in which franchisee does not currently operate); or (B) a physical office (“*Physical Branch Office*”) in a state in which Franchisee currently operates or in an additional state (one in which franchisee does not currently operate); and

WHEREAS, Franchisee has requested that Motto, in its sole discretion, allow Franchisee to open, and MOTTO FRANCHISING, LLC has agreed to permit the establishment of, a Branch Office of the type and at the location or state specified below, consistent with and subject to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. Franchisee is hereby granted the right to establish a single **[Virtual] [Physical]** Branch Office only using the name of the Office and only at the following location or state: \_\_\_\_\_  
\_\_\_\_\_. No additional virtual or physical Branch Office locations are authorized pursuant to this Amendment.

A Physical Branch Office is an “address-only” location and therefore has no protected area or territorial exclusivity whatsoever. Any proposed new location for a Physical Branch Office must be approved in writing by Motto at least 30 days prior to opening at the new location.

Franchisee shall not operate or establish any other branch or extension except as permitted by the Franchise Agreement and this Amendment.

2. Franchisee shall pay to MOTTO FRANCHISING, LLC, upon execution of this Amendment, a non-refundable Branch Office Initial Fee of \$2,500. If this Amendment is being executed in connection with the renewal of an existing Branch Office, Franchisee will be required to pay a Branch Office Renewal Fee of \$1,000.

3. All loan originators operating out of, or assigned in the Nationwide Mortgage Licensing System to, a Branch Office (a “*Branch Office Loan Originator*” or “*Branch LO*”) shall be subject to all of the same limitations and requirements specified for loan originators under the Franchise Agreement and must comply with all applicable state law requirements.

4. In addition to all other fees set forth in the Franchise Agreement, Franchisee agrees to pay fees as follows:

**A. Branch Office Royalty and Loan Originator Fee:**

You must pay Branch Office Royalty and Branch Office Loan Originator Fees as follows:

(a) \$1,550 monthly Branch Office Royalty Fee; and

(b) \$250 monthly Loan Originator Fees for each Branch Office Loan Originator; provided that a Loan Originator associated with both the Office and the Branch shall be required to pay only one monthly Loan Originator fee.

**B. Branch Office Advertising Fund Fees:**

In addition to the Branch Office Royalty and Branch Office Loan Originator Fees stated above, you must pay a \$350 monthly Branch Office Advertising Fund Fee.

Beginning 12 months from the date that you open, upon notice to you, we may increase (i) the Branch Office Royalty Fees by up to 10% each year and (ii) the Branch Office Advertising Fund Fee by up to 20% each year.

The monthly ongoing Branch Royalty Fee, Loan Originator Fees and Branch Office Advertising Fund Fees will be due and will be considered late if not received by MOTTO FRANCHISING, LLC by (A) 90 days from the effective date of this Amendment; and (B) the 10<sup>th</sup> day of each month throughout the remainder of the term of this Amendment and any renewals of this Amendment.

5. The Branch Office shall be an independently licensed or registered location and must comply with all applicable law and be staffed and equipped as required by Subsection 3.A. of the Franchise Agreement. The Branch Office's location must be approved by Motto in advance. If the Branch Office is co-located in a real estate office that is not affiliated with Franchise Owner or owned by the spouse, partner or family member of the Franchise Owner, such real estate office must have an annual real estate closed volume of no more than \$50,000,000 ("**Volume Cap**"), based on the most recently published MLS data, as of (i) the date of execution of this Amendment; (ii) the end of each calendar year during the term; and (iii) at renewal of the Branch Office. You must convert the Branch Office to a full franchise if the Volume Cap has been exceeded at the end of any calendar year or at renewal (a "**full franchise**" is a franchised Office that is not a branch, satellite office, kiosk, or other extension of the Office).

6. Conversion of a Branch office to a full franchise requires executing the then current Motto Franchise Agreement ("**new franchise agreement**"). No additional Initial Franchise Fee shall be due at the time of conversion, but the converted office will operate pursuant to the new franchise agreement as of the date such agreement is executed and fees as set forth in the new franchise agreement will apply with the Contract Month for purposes of the Royalty Schedule being the month this Branch Office Amendment was signed. The term of the new franchise agreement shall be for the remaining term of the Branch Office Amendment and at renewal the renewal fee shall be for renewal of a franchise as set forth in the new franchise agreement.

7. The Branch Office shall operate as a part of the Office described in the Franchise Agreement (i.e., as a branch of the Office operating under and as a part of the same ownership as the Office) and, except as modified by this Amendment, shall comply with and be subject to all of the terms, conditions, provisions and restrictions of the Franchise Agreement as are applicable to the Office, including without limitation, the Limited License governing the authorized Limited Use of the Motto Marks as well as the same outside business and activities prohibitions specified in Section 4 and, the payment of all fees required by Section 6. The Branch Office



shall also comply with and operate strictly in accordance with all applicable mortgage licensing rules and regulations. The Branch Office may have its own telephone number if permitted by applicable law, but all business cards, forms, stationery, advertisements and other promotional or marketing materials used by the Branch Office must clearly identify the name of the Office (i.e., the Motto name authorized under the Franchise Agreement). In addition, Motto may require that all materials state that the Branch Office is a “branch office” of the Office. Each Branch Office must have an interior office name plaque displayed in accordance with the Trademark Manual. If located in commercial space, the Branch Office must also have an exterior office sign that comports with the office signage requirements set forth in the Trademark Manual. If located in residential space, the Branch Office may have an exterior office sign that comports with the office signage requirements set forth in the Trademark Manual and the Branch Office and any signage must comply with local law regarding signage and zoning. All branch offices must also comply in all respects with all applicable provisions of the Trademark Manual, including any supplements or special addenda to the Trademark Manual that may be issued from time to time that cover branch offices or their operation. Other than space, staff and equipment shared with a co-located business in compliance with RESPA, no other businesses of any kind may operate from or utilize the same office space, staff or equipment as that of the Branch Office.

Franchisee understands and acknowledges that MOTTO FRANCHISING, LLC is not under any obligation to separately provide the Branch Office any of the services and benefits made available to the Office although MOTTO FRANCHISING, LLC may, in its sole and absolute discretion, provide some services and benefits to the Branch Office. Specifically, Franchisee understands and acknowledges that:

- A. Motto will not provide Branch Offices (i) any credit toward purchase of marketing materials; (ii) an opening kit, branded promotional items, standard interior office plaque or standard/recommended opening items or (iii) any amount toward expenses of a licensing consultant; and
- B. The Branch Office concept may be modified, amended or discontinued at any time; if the program is discontinued no renewals will be granted for any branch office.

8. Franchisee agrees to separately identify and report to Motto all information applicable to the Branch Office as part of its monthly reporting obligations set forth in Franchise Agreement Section 10; provided, Motto shall have no obligation to any party to aggregate or separate any data that relates to the Office and/or Branch Office or to provide such data in any format other than the format selected by Motto in its sole discretion.

9. The term of this Amendment shall begin on the effective date of this Amendment. This Amendment and all rights granted hereunder to operate the Branch Office shall terminate upon the transfer, termination, Abandonment or expiration of the Franchise Agreement or the Office.

In addition, MOTTO FRANCHISING, LLC has the right to terminate this Amendment if:

- A. Franchisee fails to pay any monies when due and fails to cure such breach within 10 days of receipt of written notice; or
- B. Franchisee breaches any non-monetary provision set forth herein and fails to cure such default within 30 days of receipt of written notice.

This notice will advise Franchisee, and Franchisee hereby understands and agrees, that if the default is not cured within the specified time period, the Amendment will automatically terminate without further notice from us. In the event of termination of the Branch Office for any reason Franchisee will be required to comply with all applicable de-identification requirements set forth in Section 14 of the Franchise Agreement.

In the event this Amendment is terminated prior to the full term of this Amendment, all fees, including all or any portion of the Branch Office Initial Fee or Branch Office Renewal Fee shall be considered to have been fully earned and no portion shall be refunded. In addition, Subsection 6.G. (or, for Franchise Agreements entered into prior to April 2018, Subsection 6.I.) of the Franchise Agreement, Surviving Financial Obligations, shall apply and you shall immediately become obligated to pay us for Lost Future Revenue applicable to the Branch Office (which Lost Future Revenue shall be in addition to any Lost Future Revenue which may be due as a result of termination of the Franchise Agreement).

10. MOTTO FRANCHISING, LLC may, in its sole and absolute discretion, permit Franchisee to renew and continue operation of the Branch Office provided, at least 90 days prior to the expiration of the term of this Amendment, Franchisee pays a Branch Office renewal fee of \$1,000 and executes the form of amendment MOTTO FRANCHISING, LLC is then using for the grant of rights to a Branch Office which amendment shall supersede this Amendment and may have terms materially different than this Amendment. If Franchisee continues to operate the Branch Office as a Motto mortgage Branch Office after the end of the term of the Branch Office without proper renewal, then, in addition to all other fees Franchisee must pay, a \$400 per month holdover fee for each Branch Office will be required, as provided in the Franchise Agreement.

11. The rights granted by this Amendment may be transferred only in connection with a transfer of the Office and pursuant to all requirements in the Franchise Agreement for transfer, including paying all fees required and signing the then current franchise agreement and applicable addenda or amendments (including the Branch Office Amendment), all of which may have different terms that may be materially different and less favorable.

12. Capitalized terms used herein shall have the meaning ascribed to them in the Franchise Agreement unless otherwise defined herein.

13. As consideration for Motto entering into this Amendment Franchisee agrees to release and forever discharge Motto and each of its affiliated entities, shareholders, directors, officers, partners, managers, employees, lawyers, agents, affiliates and assignees from all claims, disputes, damages or liabilities, and causes of action of any kind or nature, arising out of or in connection with the Franchise Agreement and the franchise.

14. This Amendment contains terms and conditions in addition to those contained in the Franchise Agreement to which it pertains. This Amendment is intended to be, and is hereby, incorporated in its entirety as a part of the Franchise Agreement and to be read as a material part thereof. It is expressly understood that to the extent, if any, the terms and conditions of this Amendment are different from, or conflict with, those set forth in the Franchise Agreement, this Amendment shall control. This Amendment may not be amended, changed, revised or altered, except by instrument in writing signed by the parties.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year above written.

<b>MOTTO FRANCHISING, LLC</b>	
By: _____	_____ Date
Title: _____	

<b>FRANCHISEE</b> (If a corporation, partnership, limited liability company, or other legal entity recognized under applicable law)	<b>FRANCHISEE</b> (If an individual)
Entity name: _____	By: _____ Date
By: _____ Date	By: _____ Date
Title: _____	

**EXHIBIT A-10**

**WEMLO PROCESSING AGREEMENT**

# Processing Agreement

This Agreement (“Agreement”) is made and entered into on [Date], by and between \_\_\_\_\_, hereinafter referred to as (“the Broker,”) and wemlo, LLC, hereinafter referred to as (“wemlo,” “we,” or “us”)

WHEREAS, the Broker is in the business of brokering mortgage loan applications, and;

WHEREAS, wemlo will process mortgage loan applications originated by the Broker in the state(s) of \_\_\_\_\_ in accordance with the terms set forth below.

NOW, THEREFORE, the parties hereby agree to the following:

1. Fees and Charges. Fees and charges for wemlo’s Processing Services are specified in the Fee Schedule below. For any file that Broker withdraws from wemlo on or after it has achieved Clear to Close status and the file ultimately closes with the Lender, wemlo shall be entitled to the full fee listed in the Fee Schedule. Wemlo will invoice the Broker for this fee.

The Broker further understands and agrees that for any file that Broker withdraws from wemlo on or after it has achieved Conditional Approval but before the file has reached Clear to Close status and the file ultimately closes with the Lender, wemlo will be entitled to receive half of the fee listed in the Fee Schedule. Wemlo will invoice the Broker for this fee. Processing fees for properties located in New Jersey cannot be charged to the borrower. For New Jersey transactions, Broker must pay applicable fees outside of the loan closing.

2. Services to be Performed by Wemlo. The loan processing services outlined below may only be performed on qualified mortgage loan submissions with an automated underwriting status of ‘approve/eligible.’ We reserve the right to decline loan submissions that do not reflect the aforementioned status.

a. Collect and review all required documents necessary to obtain a Clear to Close from the applicable lender.

b. Take steps to safeguard consumer information as it is collected, stored and transmitted.

c. Order Appraisal, Title, Pest inspections, Insurance, Surveys, Verifications of Employment, Rent, Deposit, Mortgage, etc., as required.

d. Submit, FNMA/DU or FHLMC/LP.

- e. Prepare Broker Fee Sheet, order required closing documents, schedule and coordinate the closing.
- f. Assemble post-closing package for Broker.

3. Loan Processing Fees. The Broker understands and agrees that all fees due wemlo for loans wemlo has processed through closing will be remitted by direct payment in the specific transaction. By signing this Agreement, the Broker pledges its complete support for this method and agrees that the wemlo processing fee will be disclosed in compliance with the TILA-RESPA integrated disclosures rule (TRID) and presented to the Borrower & Lender for preparation of the Closing Disclosure.

The Broker further agrees that in cases where third-party fees are restricted, it will instruct the closing agent to deduct the funds from the Broker's compensation and remit the processing fee directly to wemlo.

4. Attorney's Fees. If either party shall commence a proceeding against the other to enforce and/or recover damages for breach of this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party all reasonable costs and expenses of enforcement and collection of any and all remedies and damages, or all reasonable costs and expenses of defense, as the case may be. The foregoing costs and expenses shall include reasonable attorneys' fees. For purposes of this provision, the "prevailing party" shall be the party whom the judge determines on balance received the greater benefit from the decision based on the representative demands of both sides. In awarding such fees, the judge can consider the level of success achieved by both parties and/or the level of success achieved by one party considering its objectives.

5. Termination of Agreement. Either party may terminate this Agreement at will. If either party terminates this Agreement, wemlo agrees to promptly deliver to Broker all files in process and those that have closed, in exchange for payment of processing fees for all work performed on files not yet closed.

6. Independent Contractor. The Broker acknowledges and agrees that wemlo is not an employee of the Broker and is an independent contractor. Wemlo may, from time to time, fill out order forms on behalf of the Broker in order to secure appraisals, credit reports, verifications of employment or deposit, title insurance, and other documentation necessary to perform its processing obligations.

7. Broker Compliance Responsibility. The Broker understands and acknowledges that valid state licensure must be maintained to act in the capacity of a Broker/Mortgage Loan Originator. Broker represents and warrants that it maintains all required state licensures and is otherwise in compliance with all federal, state, and local regulations. It is the sole responsibility of the Broker to update the wemlo platform if their license status changes in a particular state.

8. Broker Authorization. The initial loan registration with participating lenders may require the Broker’s authorization, granting wemlo the authority to act as loan processor on specific loan files and to enable the creation of login credentials within the lender’s portal. For this purpose, the Broker authorizes wemlo and its designated employees to act on behalf of the Broker as loan processor on the loan files submitted to wemlo for processing services.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida without regard to its principles of conflict of laws.

10. Indemnification. The Broker agrees to indemnify, defend, and hold wemlo and any entity that directly or indirectly is controlled by or under common control with wemlo and its and their respective present and former officers, directors, employees, agents, representatives, and affiliates harmless from and against any and all third-party claims, suits, proceedings, demands, liabilities, losses, damages, causes of action, and expenses, including reasonable attorney's fees, relating or arising out of or in connection the Broker’s breach of the representations and warranties or other term or provision of this Agreement. This provision shall survive the expiration or termination of this Agreement.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL WEMLO’S AGGREGATE LIABILITY TO BROKER UNDER THIS AGREEMENT EXCEED THE FEE EARNED FOR THE TRANSACTION FROM WHICH A CLAIM ARISES.

wemlo, LLC  
NMLS ID # 1853218

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

[Name of Appropriate Licensed wemlo employee]  
[NMLS ID #]

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[Broker Name]

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[Name]

## FEE SCHEDULE

<b>Product/Type</b>	<b>Fee</b>	<b>Fee (NJ Loans)</b>
FHA	\$825	\$500
Conventional	\$825	\$500
USDA	\$825	\$500
VA	\$825	\$500
Jumbo	\$825	\$500
VA IRRRL/FHA Streamline	\$695	\$500
Second Mortgages (Stand Alone)	\$695	\$500
Renovation Loan (203K/VA)	\$825	\$500
New Construction: <90 Days	\$825	\$500
Mobile Home/Manufactured Home	\$825	\$500
New Construction: >90 Days	\$825	\$500
NON-QM: Debt Service Coverage Ratio (DSCR)	\$825	\$500
NON-QM: Bank Statement w/ Lender Income Approval	\$825	\$500
ITIN	\$825	\$500
First and Second Loan Closing Simultaneously w/ Down Payment Assistance (DPA)	\$825	\$500
Resubmission	\$100	\$500



**EXHIBIT A-11**

**WEMLO<sup>®</sup> LBS<sup>SM</sup> AGREEMENT**

**WEMLO® LBS<sup>SM</sup> AGREEMENT  
FOR MOTTO MORTGAGE OFFICE ONLY**

<b>CUSTOMER</b> also known as "Broker"	<b>SERVICE PROVIDER</b>
<i>Motto Mortgage [Office Name]</i>	WEMLO, LLC
<b>Customer Address</b>	<b>Service Provider Address</b>
<i>[CUSTOMER ADDRESS]</i>	4800 T-Rex Ave. Suite 305, Boca Raton, FL 33431
<b>Effective Date:</b> <i>[EFFECTIVE DATE]</i>	<b>Number Of Authorized Users:</b> [       ]  <b>Initial Subscription Fee:</b> \$0 per authorized User per month.

This Loan Brokering System (“LBS”) Agreement (“LBS Agreement”), dated as of the Effective Date, governs the use by Customer of the master controllers, and other equipment, parts and supplies (collectively, the “LBS”), and the services provided by Service Provider in connection with the LBS (the “LBS Services”) and incorporates the Terms of Use found on the following website: app.wemlo.io. A current version of the Terms of Use in effect as of the date of this LBS Agreement is attached hereto as Schedule A. This LBS Agreement will be in addition to any Processing Agreement executed by the parties. In the event of conflict among terms, the order of priority shall be this LBS Agreement, and then any Processing Agreement.

1. Service Provider agrees to provide the LBS Services described herein, and Customer agrees to comply with the terms and conditions set forth in this LBS Agreement. The Products that may be provided by Service Provider may include master controllers configured to communicate with the Service Provider network operations center (each a “Gateway”) and/or activation kit(s) or other devices (the “Devices”). The Products shall be for use in connection with accessing the LBS and use of the LBS Services, for Customer’s internal business purposes.
2. The Term of Service for the LBS Services shall be from the Effective Date until terminated by Service Provider. The LBS Services may be accessed and used only by the number of Users specified in this LBS Agreement, for the Fees corresponding to that number and type of Users. For each User, Customer will be provided a username (User ID) and password, which enables the number of Customer’s Users to access the LBS and use the LBS Services.
3. Service Provider grants to Customer a limited, non-exclusive, terminable, non-transferable license to access the LBS Services through the LBS , or by any other means on which the parties may mutually agree, and to use the LBS Services during the Term or Service, subject to the Terms of Use attached hereto. Service Provider may revise such Terms of Use from time to time.
4. All other terms and conditions that are part of this LBS Agreement shall be as set forth in the Terms of Use, and this LBS Agreement (inclusive of the Terms of Use), and constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof.

5. Customer represents and warrants that Customer has all necessary authorization to enter into this LBS Agreement and to abide by the Terms of Use.

6. Customer agrees to provide the necessary electric service, wiring, computer equipment and communication line access (in accordance with UL standards) for access to the LBS Services. Customer agrees to provide, install and maintain, at Customer's expense, data communication lines therefor, all pursuant to minimum specifications prescribed by Service Provider from time to time. Customer shall be responsible for ongoing charges for Customer's own use of such data communication lines.

7. In addition to this LBS Agreement, the parties may enter one or more amendments to the LBS Agreement, each of which provides a general description of the Products and LBS Services to be provided to Customer. For any Amendment to be effective, it must be in writing and signed or otherwise authenticated by Customer and Service Provider. Electronic and fax documents are considered to be in writing for this purpose. All terms and conditions set forth in this LBS Agreement are automatically incorporated in, and deemed part of, each such Amendment.

8. This LBS Agreement and the Terms of Use, constitutes the entire and complete agreement between the parties regarding the Products and LBS Services covered herein and supersedes any other prior oral or written understandings and agreements of the parties regarding the Products and LBS Services covered by this LBS Agreement.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CUSTOMER AND SERVICE PROVIDER (OR ITS APPLICABLE AFFILIATE).

CUSTOMER: Motto Mortgage *[Office name]*

SERVICE PROVIDER: WEMLO, LLC.

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

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

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

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

Printed name: \_\_\_\_\_

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

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

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

## Description of LBS Services

(1) BASIC MONITORING. The LBS Services include access by Customer through a web-based portal to the following features which are subject to change:

Point of Sale (Digital Mortgage Application)

Scenario Help Desk

Processing Platform & Mortgage Broker Software

Lite CRM

Communication (Phone Calls, SMS & Direct Messaging)

(2) HOSTING AND MANAGEMENT SERVICES. The LBS Services include the following managed services:

- Network administration, including communications between the Gateway and the network operations center through cellular wireless transmission or Customer provided Ethernet connection
- Software administration
- Data administration
- Periodic over-the-air firmware upgrades

(3) AUTHORIZED USER LICENSE (WEB PORTAL). The Authorized User License for the number of Authorized Users set forth above includes on-going hosting enabling access to the Portal.

(4) INSTALLATION/ACTIVATION SERVICES: Customer may elect to receive any mutually agreed upon Installation Services from Service Provider.

(5) LBS EDUCATION. Customer may receive LBS Education remotely and such education will cover the topics and be provided at the times specified by wemlo.

(6) SUPPORT SERVICES. Support Services include remote service and support during wemlo's business hours, as communicated by wemlo and all requests for support must be made via communication to [help@mottomortgage.com](mailto:help@mottomortgage.com). Customer will designate one individual who will be the authorized point of contact for all technical support communications between Service Provider and Customer at all times. Service Provider will use commercially reasonable efforts to keep the LBS available on a 24 hour a day, 7 day a week basis, via web site access utilizing the Minimum Configuration, subject to occasional scheduled downtime (during non-working hours, for short periods of time, typically on Sundays and communicated in advance wherever possible) for maintenance purposes, unforeseen maintenance and systems outages, or routine testing of the Services. As used herein, "Minimum Configuration" means the minimum configuration of client hardware and software required to access

the Services, which, shall be that users have an Internet connection and a modern internet browser updated to its most recent version.

### **LBS Services; Grant of Rights**

If LBS Services are obtained pursuant to this LBS Agreement, Service Provider grants you and your Authorized Users (collectively, the “Users”), for the Term of Service indicated above, a limited, non-exclusive, terminable, non-transferable license to access and use the services, tools and applications provided through the LBS Services subject to the Terms of Use. The LBS Services may include download areas and product information provided by Service Provider or third-party vendors. All LBS Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the Terms of Use. All rights not expressly granted to you and your Users pursuant to the LBS Agreement are reserved to Service Provider, and all uses of the LBS Services not expressly permitted hereunder are prohibited.

### **Ownership; Subscriber and User Submissions**

As between you and your Users and Service Provider, the LBS Services, the software, the Portal and any material or information provided pursuant to the LBS Services, and any associated applications, tools or data, and all additions, modifications and improvements made or specified by Service Provider, its agents or contractors, are the property of Service Provider, and may be protected by United States and international copyright, trademark and patent laws, as applicable. The grant of licenses set forth here to access and use the LBS Services provides neither title nor intellectual property rights to the LBS Services or to the patents, trademarks, trade secrets, copyrights, or other intellectual property embodied or used in connection with the LBS Services except for the rights expressly granted in this LBS Agreement. By using the LBS Services, neither you nor your Users gain any ownership interest in such items.

Service Provider does not claim ownership of the usage information you or your Users provide for the use and operation of the LBS Services. Service Provider and its vendors and contractors may use such information to operate and administer the LBS Services. In addition, Service Provider may retain, analyze, use and share such information in anonymous, filtered, or aggregate form for general business purposes.

Service Provider reserves the right to upgrade, modify, replace or reconfigure the LBS Services at any time, provided that you will be provided at least thirty (30) days’ advance notice for changes that materially and adversely affect any use of the LBS Services. Service Provider may also change the fee schedule, support terms, and service level agreements for the LBS Services subject to at least thirty (30) days’ advance notice. Any such notice may be given and shall be effective if posted by Service Provider in the “Subscriber Alert” section of Service Provider’s website ([www.wemlo.io](http://www.wemlo.io)), or if provided in an email sent to your account representative, or if included in any amendment, extension or new version of this LBS Agreement.

### **Communications from Service Provider**

Service Provider may periodically contact you or Users for customer service purposes. By accessing the LBS Services, you and each of your Users consent to receive such communications. You agree that Service Provider may reference its business relationship with you in its marketing or sales materials.

In the event that you default in any of the terms and conditions of the LBS Agreement, including the Terms of Use, or a petition for bankruptcy is filed by or against you (and, in the case of petitions filed against you, not dismissed within 60 days), then, to the extent permitted by applicable law, Service Provider shall have the right to exercise one or more of the following remedies: (a) Without demand or legal process, you authorize Service Provider’s

agents to enter into the premises where the Products may be found and take possession and remove the same and you specifically waive any claim or right of action for trespass or damages in connection with Service Provider's exercise of such right. Service Provider shall have the right to sell, lease or retain the Products; and/or (b) To terminate this LBS Agreement. All remedies of Service Provider hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or consecutively and jointly or severally, and the exercise of any one remedy shall not be deemed to be an election of such remedy to preclude the exercise of any other remedy and Service Provider's remedies shall survive termination or expiration of this LBS Agreement. No failure on the part of Service Provider to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Service Provider of any right or remedy hereunder preclude any other or further exercise of any partially exercised right or remedy.

### **Notice Specific to Software Available with the LBS Services**

Any software that is made available to download from the LBS Services ("Software") is the copyrighted work of Service Provider and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). In some cases, you or a User may be unable to install any Software that is accompanied by or includes a License Agreement, unless you first agree to the License Agreement terms.

The Software so provided is made available for download solely for use according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law and may result in civil and criminal penalties. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

RESTRICTED RIGHTS LEGEND. Any Software which is downloaded from the Services for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software — Restricted Rights at 48 CFR 52.227-19, as applicable.

### **Termination of the LBS Agreement; Effect of Termination or Expiration**

In the event that you breach any term of the LBS Agreement, or you or your Users breach the Terms of Use, and such breach is not cured within 10 days after receipt of notice thereof from Service Provider, in addition to other remedies that may be available at law or in equity, Service Provider may terminate the LBS Agreement in whole or in part immediately upon written notice to you. Notwithstanding the foregoing, there shall be no cure period for any Event of Default that is not curable.

Service Provider reserves the right to terminate the LBS Agreement for convenience upon 180 days' notice.

Upon expiration or prior termination of the LBS Agreement, all rights granted herein shall revert to Service Provider. All access to and use of the LBS Services by Users must then cease, and all materials, applications and tools downloaded from the LBS Services must be erased, deleted, or destroyed.

## **Subscriber Representations**

You represent and warrant that (i) you have full power and authority to enter into the LBS Agreement, and to agree to all the terms and conditions contained therein and in the Terms of Use; (ii) only you and your Users shall be permitted to access the LBS Services and any related tools, applications, information and materials provided in connection with the LBS Services; and (iii) you shall obtain and maintain in effect all permits, licenses and authorizations necessary for the intended use of the Products and the LBS Services.

## **Reporting Infringement**

By accessing and/or using the LBS Services, Users agree to report to Service Provider all claims or suspected claims of copyright or other infringement of Service Provider's intellectual property or other proprietary rights. Claims of infringement should be directed to Service Provider's legal department.

If you believe that any information on the LBS Site infringes on your copyright, you should notify Service Provider of your claim in accordance with the following procedures. Service Provider will process notices of alleged infringement in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable copyright laws. Notification of claimed infringement must be in writing and provided to Service Provider's legal department

To be effective, the notice of infringement must contain the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Service Provider to locate the material; (4) Information reasonably sufficient to permit the Service Provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **Miscellaneous.**

A failure or delay in performance, other than any payment obligations, by reason of any law, act of god, natural disaster, labor controversy, encumbered intellectual property right, war, riot, act of terrorism, epidemic, pandemic, emergency declaration or any similar event beyond a party's reasonable control shall not be a breach hereof.

Service Provider shall not be liable for any loss or damage of any kind or for any consequences thereof resulting from delay or inability to deliver caused by strikes, lockouts, fire, theft, shortage, inability to obtain materials or shipping space, breakdowns, delays or carriers, manufacturers, or suppliers, acts of God, governmental statutes, proclamations or regulations, riot, civil commotion, war, malicious mischief, receipt of necessary information from Purchaser, or by any cause beyond its reasonable control.

You acknowledge and agree that the LBS Services and the tools, applications, information and materials provided in connection with the LBS Services possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Service Provider or other Subscribers for which Service Provider or such other Subscribers would not have an adequate remedy at law. Therefore, you agree that, in the

event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Service Provider, Service Provider shall be entitled to injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

User may not assign this LBS Agreement or your rights or obligations thereunder, by operation of law or otherwise, without the prior written consent of Service Provider, which consent shall not be unreasonably withheld. Any attempted assignment in violation of the foregoing shall be null and void.

This LBS Agreement is for the sole benefit of the Parties hereto and the respective successors and permitted assigns. No provision of this agreement is intended to confer any rights or benefits on any third party and no such third party may bring any action under this LBS Agreement.

This LBS Agreement shall be construed and enforced exclusively under the laws of the State of Florida, USA, without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of Florida. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum.

If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.

No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

Section headings are provided for convenience only and shall not be used to construe the meaning of any section.



## SCHEDULE A

### wemlo Terms of Use

The wemlo service (the “Service”) is comprised of various web pages operated by Wemlo, LLC (“Wemlo”) and incorporates the terms and provisions of any Progressing Agreement or LBS Agreement you may have entered into with wemlo . The Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms of Use”). By using the Service you agree to be bound by these Terms of Use. wemlo provides the Service in accordance with these Terms of Use. Please read these Terms of Use carefully and keep a copy of them for your reference.

#### wemlo is a Document Workflow Management System

wemlo is an online document workflow management system used by borrowers and mortgage loan originators. The Service includes features for uploading, downloading, and managing documents and information related to obtaining a loan. These Terms of Use apply to all users, including borrowers and loan originators.

#### Privacy

Your use of wemlo.io is subject to wemlo Privacy Policy. Please review our Privacy Policy.

If you are under 18, you may use the Service only with permission of a parent or guardian. If you are under the age of 13, you cannot use the Service. wemlo does not knowingly collect, either online or offline, personal information from persons under the age of 13. Always use caution when giving out any personally identifying information about yourself or your children.

#### Electronic Communications

You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and through the Service, satisfy any legal requirement that such communications be in writing. These communications are considered part of the Service. You cannot opt out of receiving these communications. Notices to you may be made via either email or regular mail.

#### Registration of Account

In order to use the Service, you must have a valid wemlo account (an “Account”). To establish an Account, you must provide wemlo with a valid email address, a password, and other information. You may update your email address or password at any time. You are responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur through your Account. You may not assign or otherwise transfer your account to any other person or entity.

You acknowledge that wemlo is not responsible for third party access to your Account that results from theft or misappropriation of your Account. You agree to immediately notify wemlo

of any unauthorized use of your Account or any other breach of security, and ensure that you exit from your Account at the end of each session. wemlo may log you out of your Account if you are inactive for an extended period of time. If your password is stolen or our Account is otherwise compromised, you must immediately notify wemlo and change your password. wemlo cannot and will not be liable for any loss or damage arising from your failure to maintain the security of your Account or password.

You represent and warrant that all of the information provided by you to wemlo is correct and current; and you have all necessary right, power, and authority to enter into these Terms of Use and to perform the acts required of you by these Terms of Use. If you provide any information that is untrue, inaccurate, not current, or incomplete, or wemlo has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, wemlo has the right to suspend or terminate your Account and refuse you access to the Service.

### Collection of Your Personal Information

“Personal Information” means information that identifies you, such as your name, address, location, social security number, phone number, fax number, or email address. Personal Information includes financial documents and information that you may upload or otherwise transmit to the Service. This information is used to complete certain transactions.

From time to time wemlo may request additional Personal Information to provide you with other benefits of the Service. In all such instances, you will be given the opportunity to provide or to decline to provide that information and it will be used only for the stated purpose.

### Storage of Personal Information and Documents

wemlo may establish general practices and limits concerning use of the Service and data storage limits for your use of the Service. wemlo may modify such practices and limits from time to time without notice.

The Service is not intended as a backup or storage system. You agree to maintain backup copies of all of your Personal Information, documents, and communications submitted to the Service. wemlo shall have no responsibility or liability for the deletion of, the failure to store, or the failure to transmit, any Personal Information, documents, or communications maintained by the Service.

### The Service is Provided “as is”

wemlo strives to provide a useful and reliable Service, but there are certain things that we cannot guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, WEMLO AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICE. THE SERVICE IS PROVIDED “AS IS.” WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WEMLO OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF DATA, OR LOST PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE, WITH THE DELAY OR INABILITY TO USE THE SERVICE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, OR SERVICES OBTAINED THROUGH THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF WEMLO OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

THE INFORMATION, SOFTWARE, PRODUCTS, AND FEATURES INCLUDED IN OR AVAILABLE THROUGH THE SERVICE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WEMLO OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS OR CHANGES IN THE SERVICE AT ANY TIME.

### Indemnification

You agree to indemnify, defend and hold harmless wemlo, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities and expenses, including reasonable attorneys' fees, relating to or arising out of your use of or inability to use the Service.

You further agree to indemnify, defend and hold harmless wemlo, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses, including reasonable attorneys' fees, relating to or arising out of any documents or information you upload or download or otherwise transmit through the Service; your violation of any of these Terms of Use; your violation of any rights of a third party; or your violation of any applicable laws, rules or regulations. wemlo reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall fully cooperate with wemlo in asserting any available defenses.

### No Unlawful or Prohibited Use

As a condition of your use of the Service, you warrant that you will not use the Service for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the Service in

any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service.

The Service provides communication features including the uploading and downloading of documents. You agree to use the Service only to upload, download, send and receive documents and information that are proper and related to the Service.

You agree that you will not:

- upload, post, email, or otherwise transmit any computer viruses, routines, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- upload, post, email, or otherwise transmit any document or information that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- upload, post, email, or otherwise transmit any inappropriate, profane, defamatory, infringing, obscene, harassing or threatening documents or information;
- interfere with or disrupt the Service or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service, or otherwise interfere with the Service in any way, including through the use of JavaScript or other coding;
- obtain or attempt to obtain any documents or information through any means not intentionally made available or provided for through the Service;
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- download or access any document or information that you know, or reasonably should know, should not be accessible to you;
- harvest or otherwise collect information about others, including email addresses, without their consent;
- violate any applicable laws or regulations; or
- exceed the scope of the Service that you have signed up for; for example, accessing and using features that you do not have a right to use or sharing your Account information with other people.

wemlo reserves the right to monitor your use of the Service and edit, refuse to post, or to remove any information or documents, in whole or in part. In addition wemlo may terminate your Account at any time without further warning if it determines that you have violated these Terms of Use or their spirit.

### Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Service strictly in accordance with these Terms of Use. You agree not to reproduce, duplicate, copy, sell, resell, or exploit the Service or any portion of the Service without the express permission of wemlo.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Service, is the property of wemlo or its suppliers and protected by copyright, trademark, and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright, trademark, and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale of the Service; or create derivative works of the Service. No resale of the Service is permitted without the express written consent of wemlo.

### Third Party Accounts

You will be able to connect your wemlo account to third party services. By connecting your wemlo Account to a third party service, you acknowledge and agree that you are consenting to the continuous release of information about you to that third party in accordance with your privacy settings with those third party services and the terms of service of those third parties. If you do not want information about you to be shared in this manner, do not use these features. You may disconnect your Account from third party services at any time.

wemlo encourages you to review the terms of service and privacy policies of any third-party service you connect to your wemlo account so that you can understand how those services collect, use, share, and protect your information. wemlo is not responsible for the terms of service, privacy policies or other content on or of third party services.

### Linked Services

The Service may contain links to other services (“Linked Services”). The Linked Services are not under the control of wemlo and wemlo is not responsible for the contents of any Linked Service, including without limitation any link contained in a Linked Service, or any changes or updates to a Linked Service. wemlo provides these links to you only as a convenience, The inclusion of any link does not imply endorsement by wemlo of the Linked Service or any association with its operators.

### Termination, Cancellation

Your data is yours. You can remove it anytime you want. When you request that we terminate your Account, your Personal Information including your documents will be permanently expunged from our primary production servers and further access to your Account will not be possible. wemlo will disconnect your Account from all third party services. However, there might be some latency in deleting your information and documents from our backup servers and backup storage. wemlo keeps these backups to ensure our continued ability to provide the Service in the event of malfunction or damage to our primary production servers. In addition we may retain certain information or documents if necessary to comply with our legal obligations, resolve disputes, or enforce our agreements.

wemlo reserves the right, in its sole discretion, to terminate your access to the Service or any portion thereof at any time, without notice. In the event your access is terminated by wemlo, your Account will be disabled and you will not be granted access to your Account or any document or information hosted by the Service. wemlo may delete your documents or information.

In the event of termination, wemlo may also withdraw and at its discretion reallocate the public web address of the Service.

### Government and Legal Requests

wemlo's performance under these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of wemlo's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Service or documents or information provided to or gathered by wemlo with respect to such use. wemlo reserves the right to disclose any documents or information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

### International Users

The Service is controlled, operated and administered by wemlo from our offices within the United States of America. If you access the Service from a location outside the U.S.A., you are responsible for compliance with all local laws. You agree that you will not use the Service in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### Florida Law Applies

To the maximum extent permitted by law, these Terms of Use are governed by the laws of the State of Florida. Any dispute arising under or in connection with the Service or these Terms of Use shall be subject to the exclusive jurisdiction of the state courts located in Broward County, Florida or the United States District Court for the District of Florida, located in Davie, Florida. You hereby consent to the exclusive jurisdiction and venue of these courts. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including, without limitation, this section.

### Not a Joint Venture

You agree that no joint venture, partnership, employment, or agency relationship exists between you and wemlo as a result of these Terms of Use or use of the Service.

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect.

### wemlo is not Designed or Licensed for Hazardous Environments

Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems.

### New, Modified, and Discontinued Features

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to these Terms of Use. wemlo may at its sole discretion modify or discontinue features of the Service from time to time without prior notice. You agree that wemlo shall not be liable to you or to any third party for any modification, suspension, termination, or discontinuation of the Service.

### Access Through Unauthorized Means

You agree not to access the Service by any means other than through the interfaces that are provided by wemlo for use in accessing the Service.

### Injunctive Relief

You acknowledge that any use of the Service contrary to these Terms of Use, or any transfer, sublicensing, copying, or disclosure of technical information or materials related to the Service, may cause irreparable injury to wemlo, its affiliates, suppliers, and any other party authorized by wemlo to promote the Service (“Promoters”), and under such circumstances wemlo, its affiliates, suppliers, and Promoters will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

Any and all rights and remedies of wemlo upon your breach or other default under these Terms of Use will be deemed cumulative and not exclusive of any other right or remedy conferred by these Terms of Use or by law or equity on wemlo, and the exercise of any one remedy will not preclude the exercise of any other.

### Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred.

### Entire Agreement

Unless otherwise specified herein, these Terms of Use, and the terms and provisions of any Processing Agreement or LBS Agreement you have entered into with wemlo, constitute the entire agreement between you and wemlo with respect to the Service and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between

you and wemlo with respect to the Service. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The captions and headings appearing in these Terms of Use are for reference only and will not be considered in construing this agreement.

#### Changes to the Terms of Use

wemlo reserves the right, in its sole discretion, to change the Terms of Use under which the Service is offered. If wemlo changes these Terms of Use, you will be required to agree to them prior to resuming use of the Service. If you choose not to agree to the changes, you may be able to request a prorated refund.

Effective as of 2021 November 8



**EXHIBIT B**

**PROMISSORY NOTE**

## PROMISSORY NOTE

\$ \_\_\_\_\_

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

FOR VALUE RECEIVED, the undersigned maker of this Promissory Note (“**Maker**”), promises to pay to the order of Motto Franchising, LLC, at 5075 S. Syracuse Street, Denver, Colorado 80237, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in the currency of the United States of America.

1. On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and on the \_\_\_\_ day of each and every month thereafter, the sum of \$ \_\_\_\_\_ shall be due and payable in full.
2. On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the entire outstanding balance, if not sooner paid, shall be due and payable in full.
3. Any payment is late if not received by Motto Franchising, LLC within 10 days after it is due. If payment is late, Motto Franchising, LLC may, in its sole discretion elect to:
  - (a) Declare the entire unpaid balance immediately due and payable; or
  - (b) Accept the late payment along with a late charge in the amount of 10% of the amount of the late payment. Such late charge shall be for the purpose of compensating Motto Franchising, LLC for additional expenses which it is recognized Motto Franchising, LLC will incur because of the late payment.
4. If a payment is late and Motto Franchising, LLC elects to declare the entire unpaid balance due and payable, Motto Franchising, LLC shall first provide Maker(s) with written notice of its election, demanding payment in full within 10 days. In the event a default exists after the 10-day notice period has expired, and this Promissory Note is referred to an attorney for collection, Maker(s) promises and agrees:
  - (a) That the entire outstanding balance, in addition to any late charges, shall bear interest from the original due date of the delinquent payment at the rate of 20% per year or, if such rate exceeds the highest rate permitted under applicable law, then at the highest rate legally permitted; and
  - (b) To pay Motto Franchising, LLC's reasonable attorneys' fees and costs incurred as a result of the default.
5. All payments, as of the date of receipt, shall first be credited to any late charges due; the balance, if any, shall next be credited to the outstanding balance due.
6. This Promissory Note constitutes part performance of the Franchise Agreement between Maker(s) and Motto Franchising, LLC dated \_\_\_\_\_ (the “**Franchise Agreement**”), and as such, shall be read and interpreted in a manner consistent with the terms of the Franchise Agreement which provides that a default under the terms of this Promissory Note shall be grounds for termination of the Franchise Agreement. Accordingly, Motto Franchising, LLC may, in addition to the collection provisions of paragraphs 3 and 4 above, terminate the Franchise Agreement under the provisions of Section 13 of the Franchise Agreement. Neither the reference to the Franchise Agreement nor any provision thereof shall affect or impair the absolute

and unconditional obligation of Maker to pay the principal of and interest on this Promissory Note as provided herein.

7. The Maker(s) and endorser(s) of this Promissory Note waive and excuse presentment for acceptance and payment, notice of dishonor, and protest of dishonor, and agree to any extension of time of payment and partial payments before, at, or after maturity.
8. In the event of any sale, transfer, assignment, encumbrance or other conveyance of the rights, duties or obligations of Maker(s) under the terms of the Franchise Agreement, the entire unpaid balance of this Promissory Note as of the date of such sale, transfer, assignment, encumbrance or other conveyance shall immediately become due and payable in full without any further notice or demand.
9. If the Franchise Agreement is terminated pursuant to Section 13 therein, then this Promissory Note shall immediately become due and payable, without notice, together with reasonable attorneys' fees if the collection is placed in the hands of an attorney to obtain or enforce payment.
10. This Promissory Note shall be construed and enforced in accordance with the laws of the State of Colorado.
11. The Maker acknowledges and agrees that this Promissory Note is made and issued as a "*transferable record*" under the United States Electronic Signatures in Global and National Commerce and/or the Uniform Electronic Transactions Act or any other equivalent, applicable law.
12. Maker(s) may prepay the amount outstanding under this Promissory Note, in whole or in part, at any time without penalty.
13. This Promissory Note is not assignable by Maker without the prior written consent of Motto Franchising, LLC.
14. Maker agrees to reimburse Motto Franchising, LLC for all expenditures it incurs in attempting to collect any amounts due under this Promissory Note. If Motto Franchising, LLC takes legal action to enforce or collect this Promissory Note, it will be entitled to reasonable attorneys' fees, court costs and any other costs it incurs, as well as any additional relief which it may be entitled.
15. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Franchise Agreement.

MAKER ACKNOWLEDGES THAT MAKER HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS PROMISSORY NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY.

MAKER: \_\_\_\_\_

MAKER: \_\_\_\_\_

**EXHIBIT C**

**FINANCIAL STATEMENTS**

# **Motto Franchising, LLC**

**(A Wholly Owned Subsidiary of RE/MAX, LLC)**

**Consolidated Financial Statements**

**December 31, 2023 and 2022**

**(With Independent Auditors' Report Thereon)**



Ernst & Young LLP  
370 17<sup>th</sup> Street  
Suite 4800  
Denver, CO 80202

Tel: +1 720 931 4000  
Fax: +1 720 931 4444  
ey.com

## **Report of Independent Auditors**

The Member  
Motto Franchising, LLC

### **Opinion**

We have audited the consolidated financial statements of Motto Franchising, LLC (the Company), which comprise the consolidated balance sheet as of December 31, 2023, and the related consolidated statements of loss, member's equity, and cash flows for the year then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023, and the results of its operations and its cash flows for the year then ended 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our 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 Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

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

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a

material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

*Ernst & Young LLP*

April 5, 2024



KPMG LLP  
Suite 800  
1225 17th Street  
Denver, CO 80202-5598

## Independent Auditors' Report

The Member  
Motto Franchising, LLC:

### *Opinion*

We have audited the consolidated financial statements of Motto Franchising, LLC (a Delaware limited liability company and wholly owned subsidiary of RE/MAX, LLC) and its subsidiary (the Company), which comprise the consolidated balance sheet as of December 31, 2022, and the related consolidated statements of loss, member's equity, and cash flows for each of the years in the two-year period then ended, and the related notes to 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 the results of its operations and its cash flows for each of the years in the two-year period then ended in accordance with U.S. generally accepted accounting principles.

### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the 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 audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, 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 that the consolidated financial statements are 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 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 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.

*KPMG LLP*

Denver, Colorado  
April 4, 2023

**Motto Franchising, LLC**  
(A Wholly Owned Subsidiary of RE/MAX, LLC)  
Consolidated Balance Sheets  
(In thousands)

	As of December 31,	
	2023	2022
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 23,741	\$ 12,875
Accounts and notes receivable, current portion, net	564	676
Other current assets	1,612	1,365
Total current assets	25,917	14,916
Property and equipment, net	126	8
Other intangible assets, net	546	467
Goodwill	—	11,800
Other assets	1,580	1,877
<b>Total assets</b>	<b>\$ 28,169</b>	<b>\$ 29,068</b>
<b>Liabilities and member's equity</b>		
Current liabilities:		
Accounts payable	\$ 175	\$ 345
Accounts payable to affiliates	1,789	509
Accrued liabilities	226	346
Deferred revenue	915	951
Other current liabilities	710	820
Total current liabilities	3,815	2,971
Deferred revenue, net of current portion	2,552	3,059
Other liabilities, net of current portion	1,460	2,890
Total liabilities	7,827	8,920
Member's equity:		
Member's equity	20,342	20,148
Total member's equity	20,342	20,148
<b>Total liabilities and member's equity</b>	<b>\$ 28,169</b>	<b>\$ 29,068</b>

*See accompanying notes to consolidated financial statements.*

**Motto Franchising, LLC**  
(A Wholly Owned Subsidiary of RE/MAX, LLC)  
Consolidated Statements of Loss  
(In thousands)

	Year Ended December 31,		
	2023	2022	2021
<b>Revenue:</b>			
Continuing franchise fees	\$ 10,912	\$ 10,117	\$ 7,891
Marketing Fund fees	856	713	540
Franchise sales and other revenue	1,609	1,210	1,069
<b>Total revenue</b>	<b>13,377</b>	<b>12,040</b>	<b>9,500</b>
<b>Operating expenses:</b>			
Selling, operating and administrative expenses	16,304	14,781	11,986
Marketing Fund expenses	856	713	540
Depreciation and amortization	253	226	879
Impairment charge	11,800	—	—
<b>Total operating expenses</b>	<b>29,213</b>	<b>15,720</b>	<b>13,405</b>
<b>Operating loss</b>	<b>(15,836)</b>	<b>(3,680)</b>	<b>(3,905)</b>
<b>Other income:</b>			
Interest income	457	49	1
<b>Total other income</b>	<b>457</b>	<b>49</b>	<b>1</b>
<b>Net loss</b>	<b>\$ (15,379)</b>	<b>\$ (3,631)</b>	<b>\$ (3,904)</b>

*See accompanying notes to consolidated financial statements.*

**Motto Franchising, LLC**  
(A Wholly Owned Subsidiary of RE/MAX, LLC)  
Consolidated Statements of Member's Equity  
(In thousands)

	<b>Member's equity</b>
<b>Balances, January 1, 2021</b>	\$ 13,182
Net loss	(3,904)
Member contribution of equity-based compensation	1,013
Payroll taxes related to net settled restricted stock units	(169)
Contribution from Member	6,377
<b>Balances, December 31, 2021</b>	\$ 16,499
Net loss	(3,631)
Member contribution of equity-based compensation	1,331
Payroll taxes related to net settled restricted stock units	(285)
Contribution from Member	6,234
<b>Balances, December 31, 2022</b>	\$ 20,148
Net loss	(15,379)
Member contribution of equity-based compensation	2,002
Member distribution of dividend equivalents paid to Holdings Class A common stockholders	(62)
Payroll taxes related to net settled restricted stock units	(281)
Contribution from Member	13,914
<b>Balances, December 31, 2023</b>	\$ 20,342

*See accompanying notes to consolidated financial statements.*

**Motto Franchising, LLC**  
(A Wholly Owned Subsidiary of RE/MAX, LLC)  
Consolidated Statements of Cash Flows  
(In thousands)

	Year Ended December 31,		
	2023	2022	2021
<b>Cash flows from operating activities:</b>			
Net loss	\$ (15,379)	\$ (3,631)	\$ (3,904)
<b>Adjustments to reconcile net loss to net cash used in operating activities:</b>			
Depreciation and amortization	253	226	879
Bad debt expense	1,019	592	69
Equity-based compensation expense	2,087	1,176	1,352
Fair value adjustments to contingent consideration	(786)	(60)	409
Impairment charge	11,800	—	—
<b>Changes in operating assets and liabilities</b>			
Accounts and notes receivable, current portion	(907)	(413)	(141)
Other current and noncurrent assets	50	(39)	(739)
Other current and noncurrent liabilities	908	704	140
Deferred revenue, current and noncurrent	(543)	(17)	483
Net cash used in operating activities	<u>(1,498)</u>	<u>(1,462)</u>	<u>(1,452)</u>
<b>Cash flows from investing activities:</b>			
Purchases of property, equipment and capitalization of software	(453)	(322)	(239)
Net cash used in investing activities	<u>(453)</u>	<u>(322)</u>	<u>(239)</u>
<b>Cash flows from financing activities:</b>			
Payments related to tax withholding for share-based compensation	(281)	(285)	(169)
Dividend equivalents paid to Holdings Class A common stockholders	(62)	—	—
Payment of contingent consideration	(754)	(760)	(629)
Contribution from Member	13,914	6,234	6,377
Net cash provided by financing activities	<u>12,817</u>	<u>5,189</u>	<u>5,579</u>
Net increase in cash, cash equivalents and restricted cash	10,866	3,405	3,888
Cash, cash equivalents and restricted cash, beginning of period	12,875	9,470	5,582
Cash, cash equivalents and restricted cash, end of period	<u>\$ 23,741</u>	<u>\$ 12,875</u>	<u>\$ 9,470</u>

*See accompanying notes to consolidated financial statements.*

Motto Franchising, LLC  
(A Wholly Owned Subsidiary of RE/MAX, LLC)  
Notes to Consolidated Financial Statements  
December 31, 2023 and 2022

**1. Business and Organization**

Motto Franchising, LLC (“Motto Franchising” or the “Company”) is a Delaware limited liability company and a wholly owned subsidiary of RE/MAX, LLC (“RE/MAX, LLC” or “Member”). RE/MAX, LLC is a franchisor in the real estate industry, franchising real estate brokerages globally under the RE/MAX brand and mortgage brokerages within the United States (“U.S.”) under the Motto Mortgage brand (“Motto”). RE/MAX, LLC is owned by RE/MAX Holdings, Inc. (“Holdings”), which is a public company. Motto Franchising was formed as a Delaware corporation on August 25, 2016. On September 12, 2016, Motto Franchising acquired certain assets of Full House Mortgage Connection, Inc (“Full House”). On August 25, 2020, RE/MAX, LLC acquired wemlo, a fintech company that has developed its cloud service for mortgage brokers, combining third-party loan processing services with an all-in-one digital platform. Wemlo will offer services primarily to the Company’s franchisees but also offer its third-party loan processing services to independent mortgage brokerage operators. Because of the Company’s relationship as a wholly owned subsidiary of RE/MAX, LLC, the accompanying consolidated financial statements do not purport to reflect the results of operations and financial position which might have been obtained if the Company were autonomous.

**2. Summary of Significant Accounting Policies**

***Basis of Presentation***

The accompanying consolidated financial statements and notes thereto have been prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”). The accompanying consolidated financial statements include the accounts of Motto and its consolidated subsidiary, Motto Marketing Fund, LLC. All significant intercompany accounts and transactions have been eliminated. In the opinion of management, the accompanying consolidated financial statements reflect all normal and recurring adjustments necessary to present fairly the Company’s financial position as of December 31, 2023 and 2022, the results of its operations, changes in its member’s equity and its cash flows for the years ended December 31, 2023, 2022 and 2021.

The Company receives shared services from RE/MAX, LLC for a variety of administrative functions, such as accounting, legal and human resources. The Company does not have its own administrative support functions and relies on RE/MAX, LLC for these services. There is no expense recognized for any support services provided by RE/MAX, LLC in the years ended December 31, 2023, 2022 and 2021.

***Use of Estimates***

The preparation of the accompanying consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

***Subsequent Events***

Management evaluated the activity of the Company through April 5, 2024, which is the date the consolidated financial statements were issued and concluded that no subsequent events have occurred that would require recognition in the consolidated financial statements or disclosure in the notes to the consolidated financial statements.

Motto Franchising, LLC  
(A Wholly Owned Subsidiary of RE/MAX, LLC)  
Notes to Consolidated Financial Statements  
December 31, 2023 and 2022

**Revenue Recognition**

The Company generates its revenue from contracts with customers. The Company's franchise agreements offer the following benefits to the franchisee: common use and promotion of Motto trademarks; distinctive sales and promotional materials; access to technology; marketing tools and education; standardized supplies and other materials used in Motto offices; and recommended procedures for operation of Motto offices. The Company concluded that these benefits are highly related and all part of one performance obligation for each franchise agreement, a license of symbolic intellectual property that is billed through a variety of fees including continuing franchise fees, marketing fund fees and franchise sales. The method used to measure progress is over the passage of time for most streams of revenue. The following is a description of principal activities from which the Company generates its revenue.

*Continuing Franchise Fees*

Continuing franchise fees are fixed contractual fees paid monthly by franchisees based on the number of open offices. Motto offices reach the full monthly billing once the Motto office has been open for 12 months. This revenue is recognized in the month for which the fee is billed. This revenue is a usage-based royalty as it is dependent on the number of Motto open offices.

*Marketing Fund Fees*

Marketing Fund fees are fixed contractual fees paid monthly by franchisees based on the number of Motto offices. These revenues are obligated to be used for marketing campaigns to build brand awareness and to support marketing technology. Amounts received into the Marketing Fund is recognized as revenue in the month for which the fee is billed. This revenue is a usage-based royalty as it is dependent on the number of Motto offices.

All assets of the Marketing Fund are contractually restricted for the benefit of franchisees, and the Company recognizes an equal and offsetting liability on the Company's balance sheet for all amounts received. Additionally, this results in recording an equal and offsetting amount of expenses against all revenues such that there is no impact to overall profitability of the Company from these revenues. In addition, advertising costs are expensed as incurred.

*Franchise Sales*

Franchise sales comprises revenue from the sale or renewal of franchises. A fee is charged upon a franchise sale or renewal. Those fees are deemed to be a part of the license of symbolic intellectual property and are recognized as revenue over the contractual term of the franchise agreement, which is typically 7 years for Motto franchise agreements.

*Deferred Revenue and Commission Related to Franchise Sales*

Deferred revenue is primarily driven by Franchise sales, as discussed above, and is included in "Deferred revenue" and "Deferred revenue, net of current portion" on the Consolidated Balance Sheets. Other deferred revenue is primarily related to event-based revenue. The activity consists of the following (in thousands):

	<b>Balance at January 1, 2023</b>	<b>New billings</b>	<b>Revenue recognized <sup>(a)</sup></b>	<b>Balance at December 31, 2023</b>
Franchise Sales	\$ 3,970	\$ 643	\$ (1,169)	\$ 3,444
Other	40	68	(85)	23
	<u>\$ 4,010</u>	<u>\$ 711</u>	<u>\$ (1,254)</u>	<u>\$ 3,467</u>

(a) Revenue recognized related to the beginning balance for Franchise Sales was \$1,103,000 for the year ended December 31, 2023.

Motto Franchising, LLC  
(A Wholly Owned Subsidiary of RE/MAX, LLC)  
Notes to Consolidated Financial Statements  
December 31, 2023 and 2022

**Commissions Related to Franchise Sales**

Commissions paid on franchise sales are recognized as an asset and amortized over the contract life of the franchise agreement. The activity in the Company's capitalized contract costs for commissions (which are included in "Other current assets" and "Other assets, net of current portion" on the Consolidated Balance Sheets) consist of the following (in thousands):

	Balance at January 1, 2023	Additions to contract cost for new activity	Expense recognized	Balance at December 31, 2023
Capitalized contract costs for commissions	\$ 2,055	\$ 615	\$ (768)	\$ 1,902

**Transaction Price Allocated to the Remaining Performance Obligations**

The following table includes estimated revenue by year, excluding certain other immaterial items, expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2023 (in thousands):

	2024	2025	2026	2027	2028	Thereafter	Total
Franchise sales	\$ 892	\$ 807	\$ 674	\$ 545	\$ 352	\$ 174	\$ 3,444

**Selling, Operating and Administrative Expenses**

Selling, operating and administrative expenses primarily consist of personnel costs, including salaries, benefits, payroll taxes and other compensation expenses, professional fees, as well as expenses for outsourced technology services, and expenses for marketing to customers to expand the Company's franchises.

**Fair Value of Financial Instruments**

The carrying amounts of financial instruments, net of any allowances, including cash equivalents, accounts and notes receivable, accounts payable and accrued expenses approximate fair value due to their short-term nature.

**Accounts and Notes Receivable**

Accounts receivable arising from monthly billings do not bear interest. The Company provides limited financing of certain franchise sales through the issuance of notes receivable with the associated interest recorded in "Interest income" in the accompanying Consolidated Statements of Loss. Amounts collected on notes receivable are included in "Net cash provided by operating activities" in the accompanying Consolidated Statements of Cash Flows.

The Company records estimates of expected credit losses against its accounts and notes receivable based on historical loss experience and reasonable and supportable forecasts. The general economic conditions affecting the Company's customers are expected to impact customers in a consistent manner. The allowance for doubtful accounts and notes is based on reasonable and supportable forecasts, historical experience, general economic conditions, and the credit quality of specific accounts. Increases and decreases in the allowance for doubtful accounts are established based upon changes in the credit quality of receivables and are included as a component of "Selling, operating and administrative expenses" in the accompanying Consolidated Statements of Loss.



Motto Franchising, LLC  
(A Wholly Owned Subsidiary of RE/MAX, LLC)  
Notes to Consolidated Financial Statements  
December 31, 2023 and 2022

The activity in the Company's allowances against accounts and notes receivable consists of the following (in thousands):

	Balance at beginning of period	Charges/(benefits) to expense for changes in Allowance for doubtful accounts (a)	Write-offs	Balance at end of period
Year Ended December 31, 2023	\$ 773	\$ 1,019	\$ (452)	\$ 1,340
Year Ended December 31, 2022	\$ 294	\$ 592	\$ (113)	\$ 773
Year Ended December 31, 2021	\$ 416	\$ 69	\$ (191)	\$ 294

(a) Includes approximately \$248,000 of expense/(benefit) attributable to the Marketing Funds for the year ended December 31, 2023.

### **Property and Equipment**

Property and equipment are initially recorded at cost. Depreciation is provided for on a straight-line method over the estimated useful lives of each asset class and commences when the property is placed in service.

### **Other Intangible Assets**

Other intangible assets arising from business combinations are initially recorded at fair value. The Company purchases and develops software for internal use. Software development costs and upgrade and enhancement costs incurred during the application development stage that result in additional functionality are capitalized. Costs incurred during the preliminary project and post-implementation-operation stages are expensed as incurred. Capitalized software costs are generally amortized over a term of two to five years. Purchased software licenses are amortized over their estimated useful lives.

The Company reviews its other intangible assets subject to amortization for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is assessed by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated from such asset. If not recoverable, the excess of the carrying amount of an asset over its estimated discounted cash flows would be charged to operations as an impairment loss. For each of the years ended December 31, 2023, 2022 and 2021, there were no impairments indicated for such assets.

### **Goodwill**

Goodwill is an asset representing the future economic benefits arising from the other assets acquired in a business combination that are not individually identified and separately recognized. The Company assesses goodwill for impairment at least annually at the reporting unit level or whenever an event occurs that would indicate impairment may have occurred. Reporting units are driven by the level at which management reviews operating results. The Company performs its required impairment testing annually on October 1.

The Company's impairment assessment begins with a qualitative assessment to determine if it is more likely than not that a reporting unit's fair value is less than the carrying amount. The initial qualitative assessment includes comparing the overall financial performance of the reporting units against the planned results as well as other factors which might indicate that the reporting unit's value has declined since the last assessment date. If it is determined in the qualitative assessment that it is more likely than not that the fair value of a reporting unit is less than its carrying value, then the standard two-step quantitative impairment test is performed. The impairment test consists of comparing the estimated fair value of each reporting unit with its carrying amount, including goodwill. The fair value of a reporting unit is determined by forecasting results, such as franchise sales for Motto, and applying an assumed discount rate to determine fair value as of the test date. If the estimated fair value of a reporting unit exceeds its carrying value, then it is not considered impaired and no further analysis is required. Goodwill impairment exists when the estimated implied fair value of a reporting unit's goodwill is less than its carrying value.

During the fourth quarter of 2023, the Company tested and identified impairment indicators, primarily due to a decline in projected net cash flows resulting from continued macroeconomic pressures and revised franchise sales forecasts. Therefore, the Company fully impaired its goodwill and recorded a non-cash impairment charge of \$11.8 million in

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“Impairment charge” in the Consolidated Statements of Loss.

The Company did not record any goodwill impairments during the years ended December 31, 2022 and 2021.

**Income Taxes**

The Company is a “flow-through” entity for tax purposes. As such, U.S. federal and state income taxes on net domestic taxable earnings are the obligation of the Company’s parent. Accordingly, no provision for U.S. income taxes has been made in the consolidated financial statements.

**Equity-Based Compensation**

The Company recognizes compensation expense associated with equity-based compensation as a component of “Selling, operating and administrative expenses” in the accompanying Consolidated Statements of Loss. All equity-based compensation is required to be measured at fair value on the grant date, is expensed over the requisite service, generally over a three-year period, and forfeitures are accounted for as they occur. The Company recognizes compensation expense on awards on a straight-line basis over the requisite service period for the entire award. Refer to Note 7, *Equity-Based Compensation*, for additional discussion regarding details of the Company’s equity-based compensation plans.

**Recently Adopted Accounting Pronouncements**

None.

**3. Property and Equipment**

Property and equipment consist of the following (in thousands):

	Depreciable Life	As of December 31,	
		2023	2022
Office furniture, fixtures and equipment	3 - 7 years	217	96
Less accumulated depreciation		(91)	(88)
Total property and equipment, net		\$ 126	\$ 8

Depreciation expense was approximately \$5,000, \$3,000 and \$5,000 for the years ended December 2023, 2022 and 2021, respectively.

**4. Other Intangible Assets**

The following table provides the components of the Company’s other intangible assets as of December 31 (in thousands, except weighted average amortization period in years):

	Weighted Average Amortization Period	As of December 31, 2023			As of December 31, 2022		
		Initial Cost	Accumulated Amortization	Net Balance	Initial Cost	Accumulated Amortization	Net Balance
Software <sup>(a)</sup>	3.0	\$ 1,309	\$ (768)	\$ 541	\$ 982	\$ (522)	\$ 460
Trademarks	10.0	17	(12)	5	17	(10)	7
Total other intangible assets	3.1	\$ 1,326	\$ (780)	\$ 546	\$ 999	\$ (532)	\$ 467

(a) There were no material capitalized software development costs for the years ended December 31, 2023 and 2022.

Amortization expense was approximately \$248,000, \$223,000 and \$874,000 for the years ended December 31, 2023, 2022 and 2021, respectively.

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As of December 31, 2023, the estimated future amortization expense related to other intangible assets is as follows (in thousands):

2024	\$	291
2025		163
2026		91
2027		1
	<u>\$</u>	<u>546</u>

## 5. Accrued Liabilities

Accrued liabilities consist of the following (in thousands):

	As of December 31,	
	2023	2022
Accrued professional fees	106	126
Other	120	220
	<u>\$ 226</u>	<u>\$ 346</u>

## 6. Fair Value Measurements

Fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that is determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering assumptions, the Company follows a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

- Level 1: Quoted prices for identical instruments in active markets.
- Level 2: Quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-derived valuations, in which all significant inputs are observable in active markets.
- Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions. Level 3 liabilities that are measured at fair value on a recurring basis consist of the Company's contingent consideration related to the acquisition of Motto.

A summary of the Company's liabilities measured at fair value on a recurring basis is as follows (in thousands):

Liabilities	As of December 31, 2023				As of December 31, 2022			
	Fair Value	Level 1	Level 2	Level 3	Fair Value	Level 1	Level 2	Level 3
Contingent consideration	<u>\$ 2,170</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,170</u>	<u>\$ 3,710</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 3,710</u>

The Company is required to pay additional purchase consideration totaling 8% of gross receipts collected by Motto each year (the "Revenue Share Year") through September 30, 2026, with no limitation as to the maximum payout. The annual payment is required to be made within 120 days of the end of each Revenue Share Year. The fair value of the contingent purchase consideration, recorded in "Other current liabilities" and "Other liabilities, net of current portion" in the Consolidated Balance Sheets, represents the forecasted discounted cash payments that the Company expects to pay. Increases or decreases in the fair value of the contingent purchase consideration can result from changes in discount rates as well as the timing and amount of forecasted revenues. The forecasted revenue growth assumption that is most sensitive is the assumed franchise sales count for which the forecast assumes between 40-90 franchises sold annually. This assumption is based on historical sales and an assumption of growth over time. A 10% reduction in the number of franchise sales would decrease the liability by \$40,000. A 1% change to the discount rate applied to the forecast changes the liability by approximately \$30,000. The Company measures this liability each reporting period and recognizes changes in fair value, if any, in "Selling, operating and administrative expenses" in the accompanying Consolidated Statements of Loss.

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The table below presents a reconciliation of the contingent consideration (in thousands):

	<b>Total</b>
<b>Balance at January 1, 2022</b>	\$ 4,530
Fair value adjustments <sup>(a)</sup>	(60)
Cash payments	(760)
<b>Balance at December 31, 2022</b>	3,710
Fair value adjustments <sup>(a)</sup>	(786)
Cash payments	(754)
<b>Balance at December 31, 2023</b>	<b>\$ 2,170</b>

(a) Fair value adjustments relate to realignment of future franchise sales assumptions to more closely reflect historical sales trends from inception to date.

The Company assesses categorization of assets and liabilities by level at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. There were no transfers between Levels I, II and III during the year ended December 31, 2023.

## 7. Equity-Based Compensation

The RE/MAX Holdings, Inc. 2023 Omnibus Incentive Plan (the "Incentive Plan") includes restricted stock units of Holdings which may have time-based or performance-based vesting criteria. The Company recognizes equity-based compensation arising from the Incentive Plan issued to employees of Motto in "Selling, operating and administrative expenses" in the accompanying Consolidated Statements of Loss, with an offsetting member contribution. Equity-based compensation expense for Holdings, RE/MAX, LLC and their subsidiaries other than Motto are not reflected in the accompanying Consolidated Statements of Loss. Employee stock-based compensation expense under the Incentive Plan is as follows (in thousands):

	<b>Year Ended December 31,</b>		
	<b>2023</b>	<b>2022</b>	<b>2021</b>
Expense from time-based awards	\$ 1,164	\$ 520	\$ 432
Expense from performance-based awards <sup>(a)</sup>	558	369	464
Expense from bonus to be settled in Holdings Class A common stock <sup>(b)</sup>	365	287	456
Equity-based compensation expense	<u>\$ 2,087</u>	<u>\$ 1,176</u>	<u>\$ 1,352</u>

- (a) Expense recognized for performance-based awards is re-assessed each quarter based on expectations of achievement against the performance conditions.
- (b) This is the portion of the annual corporate bonus earned that is to be settled in Holdings Class A common stock. These amounts are recognized as "Accounts payable to affiliates" in the accompanying Consolidated Balance Sheets and are not included in "Member's equity" until the Holdings Class A common stock is issued.

## 8. Commitments and Contingencies

### **Commitments**

The Company has no material commitments as of December 31, 2023.

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**Contingencies**

The Company is subject to litigation claims arising in the ordinary course of business. The Company believes that it has adequately accrued for legal matters as appropriate. The Company records litigation accruals for legal matters which are both probable and estimable and for related legal costs as incurred. The Company will not reduce these liabilities for potential insurance or third-party recoveries and any insurance recoveries will be recorded in "Accounts and notes receivable, current portion" in the accompanying Consolidated Balance Sheets.

**9. Defined-Contribution Savings Plan**

RE/MAX, LLC sponsors an employee retirement plan (the "401(k) Plan") that provides certain eligible employees of the Company an opportunity to accumulate funds for retirement. The Company provides matching contributions on a discretionary basis. During the years ended December 31, 2023, 2022 and 2021, the Company recognized expense of approximately \$230,000, \$246,000 and \$100,000, respectively, for matching contributions to the 401(k) Plan.

**10. Related-Party Transactions**

The Company has transactions with affiliated entities. Such amounts primarily relate to operating expenses and property and software investments paid for by RE/MAX, LLC on behalf of the Company. For the years ended December 31, 2023, 2022 and 2021, the Company recorded \$13.9 million, \$6.2 million and \$6.4 million, respectively, of "Contribution from Member" in the Statements of Member's Equity and Statements of Cash Flows related to these transactions.

**EXHIBIT D**

**ROSTER OF OFFICES**

## Open Offices as of December 31, 2023

Contact Name	Contract ID	Office Name	Office Phone Number	Office Address	Office City/State
Lucas Adams	AK002	Motto Mortgage Aurora	907-982-8002	Wasilla, AK 99654	Wasilla, AK 99654
Kevin Corcoran	AL001	Motto Mortgage Gulf Coast	251-968-3601	Gulf Shores, AL 36542	Gulf Shores, AL 36542
Patrick Daily	AL002	Motto Mortgage Local	251-923-3800	Orange Beach, AL 36561	Orange Beach, AL 36561
Keith Pike	AR001	Motto Mortgage Alliance	501-590-3842	Little Rock, AR 72212	Little Rock, AR 72212
Mark Watson	AR002	Motto Mortgage Advantage	501-203-0088	Searcy, AR 72143	Searcy, AR 72143
Jason Reed	AR004	Motto Mortgage United Group	870-336-1109	Jonesboro, AR 72401	Jonesboro, AR 72401
Nate Martinez	AZ001	Motto Mortgage Pros	623-244-9463	Glendale, AZ 85308	Glendale, AZ 85308
Erik Johnson	AZ003	Motto Mortgage Preferred Choice	623-251-2765	Glendale, AZ 85308	Glendale, AZ 85308
GT Campanile	AZ004	Motto Mortgage Evolved	623-777-5832	Buckeye, AZ 85396	Buckeye, AZ 85396
Sigifredo Ponce	CA002	Motto Mortgage Reserve	831-755-9888	Salinas, CA 93907	Salinas, CA 93907
Bob Cash	CA004	Motto Mortgage SoUnique	909-581-9433	Palm Desert, CA 92260	Palm Desert, CA 92260
Paul Hung	CA006	Motto Mortgage Alpha	949-299-2088	Irvine, CA 92618	Irvine, CA 92618
Michael Sipes	CA007	Motto Mortgage Coastal	805-443-2390	Ventura, CA 93003	Ventura, CA 93003
Eric Lefkowitz	CA008	Motto Mortgage Mint	858-208-3783	San Diego, CA 92131	San Diego, CA 92131
Brandi Laffins	CA009	Motto Mortgage Streamline	530-896-9331	Chico, CA 95926	Chico, CA 95926
Edward Chen	CA010	Motto Mortgage Diamond	626-560-5470	Alhambra, CA 91801	Alhambra, CA 91801
Suneet Agarwal	CA012	Motto Mortgage Essential	916-216-7375	Sacramento, CA 95825	Sacramento, CA 95825
Jaskaran Singh	CA014	Motto Mortgage Legacy	559-301-8034	Fresno, CA 93722	Fresno, CA 93722
Navid Ali	CA015	Motto Mortgage Future	925-400-8971	San Ramon, CA 94583	San Ramon, CA 94583
Rima Rafah	CA016	Motto Mortgage Ready	661-236-8899	Canyon Country, CA 91387	Canyon Country, CA 91387
Shadi Alkhudari	CA017	Motto Mortgage Golden Standard	510-868-0000	Hayward, CA 94544	Hayward, CA 94544
Patrick Raach	CA018	Motto Mortgage Planning	661-644-4969	Valencia, CA 91355	Valencia, CA 91355
Dave Kaercher	CO002	Motto Mortgage Financial	719-800-1551	Colorado Springs, CO 80921	Colorado Springs, CO 80921
Sam Pennell-Potestio	CO004	Motto Mortgage Platinum	719-310-3127	Colorado Springs, CO 80908	Colorado Springs, CO 80908
Andrew Schulz	CO006	Motto Mortgage Assist	714-651-4653	Fort Collins, CO 80526	Fort Collins, CO 80526
Christiana Hill	CO007	Motto Mortgage Mavens	720-773-6868	Lakewood, CO 80228	Lakewood, CO 80228
Amy Perrin	CO008	Motto Mortgage Optimum	970-216-8523	PARACHUTE, CO 81635	PARACHUTE, CO 81635
Jacqueline Solares	CO009	Motto Mortgage IMG	720-271-8938	Denver, CO 80237	Denver, CO 80237
Andrew Schulz	CO010	Motto Mortgage Assist	714-651-4653	Fort Collins, CO 80528	Fort Collins, CO 80528
David Bediz	DC001	Motto Mortgage Connection	202-838-7335	Washington, DC 20001	Washington, DC 20001
Lindsay Reishman	DC002	Motto Mortgage Boutique	240-328-5216	North Bethesda, MD 20852	North Bethesda, MD 20852
Mariya Oldfather	DE001	Motto Mortgage Prosperity	302-313-5145	Milton, DE 19968	Milton, DE 19968
Christian Bennett	FL001	Motto Mortgage Champions	727-807-9398	Trinity, FL 34655	Trinity, FL 34655
Chris Clemente	FL006	Motto Mortgage Specialists	904-268-3810	Jacksonville, FL 32223	Jacksonville, FL 32223
Debbie Thomas	FL008	Motto Mortgage Impact	904-503-0405	Jacksonville, FL 32246	Jacksonville, FL 32246
John King	FL011	Motto Mortgage Riverside	772-571-5671	Sebastian, FL 32958	Sebastian, FL 32958
Rick Brown	FL013	Motto Mortgage Advisors	727-202-5626	St Petersburg, FL 33701	St Petersburg, FL 33701
Lindsay Ortagus	FL014	Motto Mortgage Prime 1	321-848-8379	Merritt Island, FL 32953	Merritt Island, FL 32953
John DeMarco	FL016	Motto Mortgage 5 Star Professionals	954-790-1166	Hollywood, FL 33020	Hollywood, FL 33020
Kendall Bonner	FL017	Motto Mortgage Resource	813-670-2800	Lutz, FL 33559	Lutz, FL 33559

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Contact Name	Contract ID	Office Name	Office Phone Number	Office Address	Office City/State
Marilyn Dennis	FL019	Motto Mortgage Approved	813-727-1560	Tampa, FL 33556	Tampa, FL 33556
Terry Wayland	FL020	Motto Mortgage Infinity	239-432-9030	Fort Myers, FL 33905	Fort Myers, FL 33905
Terry Wayland	FL021	Motto Mortgage Infinity	239-432-9030	Naples, FL 34102	Naples, FL 34102
Paul Boone	FL022	Motto Mortgage Signature Plus	386-222-3066	Daytona Beach Shores, FL 32118	Daytona Beach Shores, FL 32118
Pam Capela	FL025	Motto Mortgage Selections	386-246-1656	Palm Coast, FL 32137	Palm Coast, FL 32137
Al Carioti	FL027	Motto Mortgage Premier Choice	407-408-2103	Orlando, FL 32819	Orlando, FL 32819
Jason McGuire	FL028	Motto Mortgage Premier Group	850-816-1313	Pace, FL 32571	Pace, FL 32571
Keegan Siegfried	FL031	Motto Mortgage Paramount	813-991-1194	Tampa, FL 33647	Tampa, FL 33647
Gabriel Gonzalez	FL032	Motto Mortgage Tailored Solutions	407-904-0926	Orlando, FL 32809	Orlando, FL 32809
John Bastidas	FL033	Motto Mortgage Secure	407-708-3056	Longwood, FL 32750	Longwood, FL 32750
Marcus Larrea	FL034	Motto Mortgage Freedom	239-826-3427	Fort Myers, FL 33919	Fort Myers, FL 33919
Rose Faroni	FL035	Motto Mortgage Prestige Advisors	561-766-7556	Wellington, FL 33414	Wellington, FL 33414
Laura Martinelli	FL036	Motto Mortgage Core	954-449-9342	Coral Springs, FL 33076	Coral Springs, FL 33076
Alireza Partovi	FL037	Motto Mortgage VIP	386-295-5115	Lake Mary, FL 32746	Lake Mary, FL 32746
Daisy Cid	FL038	Motto Mortgage Premier Solutions	407-569-5838	Kissimmee, FL 34741	Kissimmee, FL 34741
John Holahan	FL039	Motto Mortgage Resolutions	417-234-4478	Destin, FL 32541	Destin, FL 32541
Joseph Kipping	FL040	Motto Mortgage Home Team	813-862-5772	Wesley Chapel, FL 33544	Wesley Chapel, FL 33544
Luis Lopez	FL041	Motto Mortgage Platinum Plus	352-427-0026	Ocala, FL 34471	Ocala, FL 34471
Zakkiyyah White	FL043	Motto Mortgage Xperts	561-650-2771	West Palm Beach, FL 33409	West Palm Beach, FL 33409
Lisa Fox	FL044	Motto Mortgage Golden Fox Advisors	727-412-2512	Safety Harbor, FL 34695	Safety Harbor, FL 34695
Andy Azzarello	FL046	Motto Mortgage Emerald Group	315-506-0714	Sarasota, FL 34231	Sarasota, FL 34231
Susan Lo	FL047	Motto Mortgage Legends	407-577-0019	Orlando, FL 32806	Orlando, FL 32806
Max Dissler	FL048	Motto Mortgage Titanium	904-856-6886	St Augustine, FL 32092	St Augustine, FL 32092
Jay Brockmeyer	FL049	Motto Mortgage Inspire	321-418-6555	Orlando, FL 32828	Orlando, FL 32828
Sigrid Amil	FL050	Motto Mortgage Select Group	561-335-0772	Boynton Beach, FL 33437	Boynton Beach, FL 33437
Matthew Carter	FL051	Motto Mortgage Paradise Group	239-221-2550	Bonita Springs, FL 34135	Bonita Springs, FL 34135
George El Abu	FL052	Motto Mortgage Charge On	904-334-3678	St Augustine, FL 32095	St Augustine, FL 32095
Jason Coley	FL053	Motto Mortgage Diamond Elite	772-925-8017	Port St Lucie, FL 34986	Port St Lucie, FL 34986
Damion Fray	FL054	Motto Mortgage Royal	321-966-5811	Orlando, FL 32801	Orlando, FL 32801
Steve Silcock	FL055	Motto Mortgage Homewise	863-236-3868	Winter Haven, FL 33880	Winter Haven, FL 33880
Derell Roberson	FL056	Motto Mortgage Assured	321-303-5651	Orlando, FL 32839	Orlando, FL 32839
Gene Whiddon III	FL057	Motto Mortgage Excelsior	954-649-7444	Fort Lauderdale, FL 33316	Fort Lauderdale, FL 33316
Chepe Serrano-Molina	FL058	Motto Mortgage NMR	305-677-2624	Miami, FL 33176	Miami, FL 33176
Roberto Castillo	FL059	Motto Mortgage Gold Connection	305-972-2541	Miami, FL 33176	Miami, FL 33176
Natalie Poteete	GA002	Motto Mortgage Masters	706-504-9751	Evans, GA 30809	Evans, GA 30809
Eddie Warren	GA003	Motto Mortgage Coastal	912-988-5888	Pooler, GA 31322	Pooler, GA 31322
Bubba Hunt	GA005	Motto Mortgage TurnKey	912-259-9898	Statesboro, GA 30458	Statesboro, GA 30458
Richard Spaulding	GA008	Motto Mortgage Pioneers	678-687-3554	Acworth, GA 30101	Acworth, GA 30101
Tim Mercer	GA009	Motto Mortgage Fintrus	855-400-2254	Atlanta, GA 30308	Atlanta, GA 30308
Kelvin Smith	GA011	Motto Mortgage Clear Choice	770-330-5651	Cartersville, GA 30120	Cartersville, GA 30120



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Contact Name	Contract ID	Office Name	Office Phone Number	Office Address	Office City/State
Jeni Lang	GA012	Motto Mortgage Cooperation	470-575-4175	Marietta, GA 30062	Marietta, GA 30062
Bil Lako	GA013	Motto Mortgage Henssler	678-279-5770	Kennesaw, GA 30144	Kennesaw, GA 30144
Khalil Suleiman	GA014	Motto Mortgage Avalon	470-377-5181	Alpharetta, GA 30005	Alpharetta, GA 30005
Timothy Stout	GA015	Motto Mortgage Syndicate	833-639-6264	Newnan, GA 30263	Newnan, GA 30263
Valyn Lyons	GA016	Motto Mortgage 321	678-387-9712	Tucker, GA 30084	Tucker, GA 30084
Tracy Goring-Hamilton	GA017	Motto Mortgage ProVantage	404-357-7587	Locust Grove, GA 30248	Locust Grove, GA 30248
Henry Ho	HI002	Motto Mortgage Home	808-747-6602	Honolulu, HI 96816	Honolulu, HI 96816
Emily Blinkhorn	HI003	Motto Mortgage Velocity	480-790-0496	Mesa, AZ 85205	Mesa, AZ 85205
Chris Fidelibus	HI005	Motto Mortgage Accelerated	808-222-7934	Kapolei, HI 96707	Kapolei, HI 96707
Chuck Simmons	IA002	Motto Mortgage Midwest	515-346-8293	West Des Moines, IA 50266	West Des Moines, IA 50266
Chuck Simmons	IA003	Motto Mortgage Midwest	515-346-8293	Bettendorf, IA 52722	Bettendorf, IA 52722
Larry Warden Jr	ID001	Motto Mortgage Equip	405-315-0798	Boise, ID 83702	Boise, ID 83702
Jacob Oliver	ID003	Motto Mortgage In Motion	208-290-5233	Sandpoint, ID 83864	Sandpoint, ID 83864
Erica Martinez	ID004	Motto Mortgage Achieves	208-906-4308	Caldwell, ID 83605	Caldwell, ID 83605
Steven Bennett	IL003	Motto Mortgage Gateway	618-604-4791	Mascoutah, IL 62258	Mascoutah, IL 62258
Ray Zabielski	IL005	Motto Mortgage HPLB	630-718-4300	Naperville, IL 60564	Naperville, IL 60564
Joanna Theismann	IL006	Motto Mortgage Focus	618-643-9040	O'Fallon, IL 62269	O'Fallon, IL 62269
Darryl Evans	IL007	Motto Mortgage Northshore	773-412-6211	Chicago, IL 60631	Chicago, IL 60631
Rick Owens	IL008	Motto Mortgage Integrity Group	618-977-1270	Glen Carbon, IL 62034	Glen Carbon, IL 62034
Kelly Jackson	IL009	Motto Mortgage Home Services	844-466-8864	Oakbrook Terrace, IL 60181	Oakbrook Terrace, IL 60181
Dean Moustaf	IL010	Motto Mortgage Affinity	847-732-0555	Schaumburg, IL 60173	Schaumburg, IL 60173
Tim Binning	IL011	Motto Mortgage Now	630-365-1600	St Charles, IL 60174	St Charles, IL 60174
Jeff Kolbus	IL012	Motto Mortgage Key Partners	309-208-7718	Peoria, IL 61603	Peoria, IL 61603
Amy Kite	IL013	Motto Mortgage Affiliated	224-252-5858	Libertyville, IL 60048	Libertyville, IL 60048
Mike Opyd	IL014	Motto Mortgage NEXT	312-896-3236	Chicago, IL 60657	Chicago, IL 60657
Steven Myers	KS001	Motto Mortgage Charged	316-202-9820	Wichita, KS 67202	Wichita, KS 67202
Willie Harden	KY003	Motto Mortgage Flex	502-515-8749	Louisville, KY 40203	Louisville, KY 40203
Tracy Holtsclaw	KY004	Motto Mortgage Home Group	270-982-3003	Elizabethtown, KY 42701	Elizabethtown, KY 42701
Jay Pitts	KY005	Motto Mortgage Premier Partners	502-754-2021	Louisville, KY 40223	Louisville, KY 40223
Kyle Turpin	KY006	Motto Mortgage A2Z	502-693-3145	Mount Washington, KY 40047	Mount Washington, KY 40047
Darren Montgomery	LA002	Motto Mortgage Services	318-588-5363	Bossier City, LA 71112	Bossier City, LA 71112
Clay Relle	LA004	Motto Mortgage Financial Group	985-363-8840	Hammond, LA 70403	Hammond, LA 70403
Nolan Aikens Jr	LA005	Motto Mortgage Matters	225-246-2284	Baton Rouge, LA 70809	Baton Rouge, LA 70809
Jerrold Prather	LA006	Motto Mortgage Access	337-305-2103	Eunice, LA 70535	Eunice, LA 70535
Scotty Jones Jr	MA002	Motto Mortgage Pinnacle	781-205-6070	Bridgewater, MA 2324	Bridgewater, MA 2324
Albert DiVirgilio	MA003	Motto Mortgage 360	978-560-8600	Lynn, MA 1904	Lynn, MA 1904
Michael Tubin	MA004	Motto Mortgage Residential	617-504-0013	Plymouth, MA 2360	Plymouth, MA 2360
Bill Wright	MA005	Motto Mortgage Executives	508-520-3160	Franklin, MA 2038	Franklin, MA 2038
Nils Olson	MD003	Motto Mortgage Premium	301-846-2000	Frederick, MD 21703	Frederick, MD 21703
Mark Davis	MD005	Motto Mortgage Preferred	443-295-6500	Prince Frederick, MD 20678	Prince Frederick, MD 20678

Open Offices as of December 31, 2023

Contact Name	Contract ID	Office Name	Office Phone Number	Office Address	Office City/State
Mark Davis	MD006	Motto Mortgage Preferred	301-742-8969	White Plains, MD 20695	White Plains, MD 20695
Ryan Kelly	MI005	Motto Mortgage Direct	248-716-3155	Bloomfield Hills, MI 48302	Bloomfield Hills, MI 48302
Chad Gilstad	MI010	Motto Mortgage Energy	989-546-4333	Midland, MI 48640	Midland, MI 48640
Matt Delhougne	MO002	Motto Mortgage Plus	636-733-6775	Chesterfield, MO 63005	Chesterfield, MO 63005
Deb Brasel	MO003	Motto Mortgage Heritage	816-678-9283	Blue Springs, MO 64014	Blue Springs, MO 64014
Rhonda Overberg	MO005	Motto Mortgage Tried and True	636-638-1074	Herculaneum, MO 63048	Herculaneum, MO 63048
Sandy Hancock	MO006	Motto Mortgage Living	314-377-0200	Saint Louis, MO 63144	Saint Louis, MO 63144
Sammie Knight	MS002	Motto Mortgage Superior	901-410-8749	Germantown, TN 38138	Germantown, TN 38138
David Saulters	MS003	Motto Mortgage Sigma Group	601-579-8736	Hattiesburg, MS 39402	Hattiesburg, MS 39402
Keith Henley	MS004	Motto Mortgage Link	662-350-0277	Tupelo, MS 38801	Tupelo, MS 38801
Dustin Hill	MS005	Motto Mortgage Premier Experts	601-512-2275	Meridian, MS 39301	Meridian, MS 39301
Wes Eagles	NC004	Motto Mortgage Complete	919-396-6009	Goldsboro, NC 27534	Goldsboro, NC 27534
Wesley Jackson	NC006	Motto Mortgage Moves	910-406-2305	Southern Pines, NC 28387	Southern Pines, NC 28387
John Titolo	NC008	Motto Mortgage Competitive Partners	866-484-8656	Harrisburg, NC 28075	Harrisburg, NC 28075
Jason Hill	NC009	Motto Mortgage Quality	833-626-6886	Clayton, NC 27520	Clayton, NC 27520
Jeff Flieler	NC010	Motto Mortgage Secure Choice	919-357-7319	Southport, NC 28461	Southport, NC 28461
Kelli Salter	NC011	Motto Mortgage Coastal Connection	910-378-7023	Jacksonville, NC 28546	Jacksonville, NC 28546
Walter Ciucevich	NC012	Motto Mortgage Strategic	910-644-4801	Sanford, NC 27332	Sanford, NC 27332
Jabin Norris	NC013	Motto Mortgage Professionals	910-444-3868	Supply, NC 28462	Supply, NC 28462
Adam Briley	NE001	Motto Mortgage Top Tier	402-253-4289	Omaha, NE 68118	Omaha, NE 68118
Mark Scuderi	NJ001	Motto Mortgage Supreme	908-760-6674	Phillipsburg, NJ 8865	Phillipsburg, NJ 8865
Tina Clarke	NJ005	Motto Mortgage Solutions	201-817-2220	West Orange, NJ 7052	West Orange, NJ 7052
Allison Rizzo	NJ007	Motto Mortgage Success	732-662-1475	Edison, NJ 8837	Edison, NJ 8837
Pamela McClellan	NJ008	Motto Mortgage Mentors	347-733-9254	Sayreville, NJ 8872	Sayreville, NJ 8872
David Sadek	NJ009	Motto Mortgage Enterprise	201-227-4207	Hackensack, NJ 7601	Hackensack, NJ 7601
Jimmy Nunez	NJ012	Motto Mortgage Elite Choice	848-444-2077	Freehold, NJ 7728	Freehold, NJ 7728
Ethan Lewkowicz	NJ013	Motto Mortgage 300	732-865-1717	East Brunswick, NJ 8816	East Brunswick, NJ 8816
Daniel DeMola	NJ014	Motto Mortgage Sunrise	201-255-4468	Fair Lawn, NJ 7410	Fair Lawn, NJ 7410
Nancy Kennedy	NM002	Motto Mortgage Premier Brokerage	505-900-1944	Albuquerque, NM 87120	Albuquerque, NM 87120
Tim Kuptz	NV001	Motto Mortgage One	702-827-1011	Henderson, NV 89052	Henderson, NV 89052
Dale Jones	NV002	Motto Mortgage Lifestyles	702-727-3389	Las Vegas, NV 89147	Las Vegas, NV 89147
Rias Attar	NV006	Motto Mortgage Absolute	702-602-5107	Las Vegas, NV 89135	Las Vegas, NV 89135
Cristina Arao	NV007	Motto Mortgage All Star	775-233-3136	Reno, NV 89511	Reno, NV 89511
Conner Sheets	NV008	Motto Mortgage Client 1st	702-349-8920	Las Vegas, NV 89107	Las Vegas, NV 89107
Mark Snyder	OH002	Motto Mortgage Above & Beyond	440-892-5500	Westlake, OH 44145	Westlake, OH 44145
Dwight Milko	OH003	Motto Mortgage NEO	216-468-8480	Shaker Heights, OH 44122	Shaker Heights, OH 44122
Rollin Gosney	OH004	Motto Mortgage Driven	330-921-4634	Columbiana, OH 44408	Columbiana, OH 44408
Ric DeVore	OH006	Motto Mortgage Advantage Plus	614-689-0981	Reynoldsburg, OH 43068	Reynoldsburg, OH 43068
Kelli Jones	OH007	Motto Mortgage Unlimited	419-777-5626	Tiffin, OH 44883	Tiffin, OH 44883
Chris Harpster	OH008	Motto Mortgage New Era	614-682-8402	Columbus, OH 43235	Columbus, OH 43235

Open Offices as of December 31, 2023

Contact Name	Contract ID	Office Name	Office Phone Number	Office Address	Office City/State
Kyle Dynes	OH011	Motto Mortgage 1	614-725-7328	Westerville, OH 43081	Westerville, OH 43081
David LaFleur	OH012	Motto Mortgage Ascent	440-281-0668	Strongsville, OH 44136	Strongsville, OH 44136
Mike Hendricks	OH013	Motto Mortgage Archway Group	330-474-1140	Kent, OH 44240	Kent, OH 44240
Daniel Oller	OK001	Motto Mortgage Impact	918-376-0555	Owasso, OK 74055	Owasso, OK 74055
Shelly Hazle	OK004	Motto Mortgage NexGen	918-615-8448	McAlester, OK 74501	McAlester, OK 74501
Dan Sweeney	OK005	Motto Mortgage Best Life	580-279-1292	Ada, OK 74820	Ada, OK 74820
Ryan Buccola	OR003	Motto Mortgage Cascades	541-797-0118	Bend, OR 97703	Bend, OR 97703
Don Courtney III	OR004	Motto Mortgage Lakecrest	503-819-2174	Beaverton, OR 97006	Beaverton, OR 97006
Keith Malone	PA004	Motto Mortgage Center	484-772-4350	Wyomissing, PA 19610	Wyomissing, PA 19610
Cindy Appleman	PA006	Motto Mortgage Edge	570-935-0426	Muncy, PA 17756	Muncy, PA 17756
Tom Skiffington	PA007	Motto Mortgage Elite Services	215-453-7653	Perkasie, PA 18944	Perkasie, PA 18944
Anna Foytack	PA008	Motto Mortgage Happy Valley	814-235-9207	State College, PA 16803	State College, PA 16803
Brandon Tingle	PA009	Motto Mortgage Home Center	724-246-4400	McMurray, PA 15317	McMurray, PA 15317
Mike Hanlon	PA011	Motto Mortgage Keystone	412-531-6881	Washington, PA 15301	Washington, PA 15301
Maria Quattrone	PA013	Motto Mortgage Expert Solutions	215-240-6479	Philadelphia, PA 19146	Philadelphia, PA 19146
Art Lindquist	PA014	Motto Mortgage Power	814-450-9186	Erie, PA 16506	Erie, PA 16506
Brent Zollner	PA016	Motto Mortgage Miracles	724-953-7398	Harrison City, PA 15636	Harrison City, PA 15636
Robert Rollings	SC002	Motto Mortgage Simplified	706-780-3434	Aiken, SC 29803	Aiken, SC 29803
Thomas Shumpert	SC006	Motto Mortgage Assurance	803-500-5082	Lexington, SC 29072	Lexington, SC 29072
Lee Linhart	SC007	Motto Mortgage Resolute	864-475-7300	Greenville, SC 29601	Greenville, SC 29601
Jonathan Edmund	SC008	Motto Mortgage Coastal Pros	843-957-3872	North Myrtle Beach, SC 29582	North Myrtle Beach, SC 29582
Jennifer Johnston	SC009	Motto Mortgage Action	864-854-9494	Greenwood, SC 29649	Greenwood, SC 29649
Jenna Richardson	SC010	Motto Mortgage Thrives	843-900-7212	North Charleston, SC 29405	North Charleston, SC 29405
Timothy Williams Jr	SC011	Motto Mortgage Beyond	803-738-5676	Chapin, SC 29036	Chapin, SC 29036
Frances Vantrease	TN002	Motto Mortgage Makers	423-648-4595	Chattanooga, TN 37421	Chattanooga, TN 37421
Jeremy Cansler	TN004	Motto Mortgage Preferred Brokers	423-453-8473	Athens, TN 37303	Athens, TN 37303
Jason Wallace	TN005	Motto Mortgage 365	901-684-6678	Arlington, TN 38002	Arlington, TN 38002
Randy Lawrence	TN006 (Locate	Motto Mortgage 24	866-588-6624	Lexington, KY 40509	Lexington, KY 40509
Justin Tucker	TN009	Motto Mortgage Lakeside	615-906-2129	Gallatin, TN 37066	Gallatin, TN 37066
Ben Zoeller	TN010	Motto Mortgage First Down	615-969-3304	Nashville, TN 37203	Nashville, TN 37203
Alma Logan	TX005	Motto Mortgage Complete	281-974-4137	Houston, TX 77055	Houston, TX 77055
Cory Kammerdiener	TX006	Motto Mortgage Borrowers First	281-377-3259	Spring, TX 77386	Spring, TX 77386
Richard Rupp	TX009	Motto Mortgage Results	210-343-1105	San Antonio, TX 78249	San Antonio, TX 78249
Scott Schwandt	TX014	Motto Mortgage First Choice	830-327-1229	New Braunfels, TX 78130	New Braunfels, TX 78130
Hector Alaniz	TX015	Motto Mortgage Smart Choice	956-704-5512	Laredo, TX 78041	Laredo, TX 78041
Mary Anne McMahon	TX016	Motto Mortgage ATX	512-294-2344	Austin, TX 78703	Austin, TX 78703
Sarah Korczynski	TX018	Motto Mortgage Choice One	361-541-5454	Victoria, TX 77904	Victoria, TX 77904
Cutberto Salas	TX019	Motto Mortgage Excellence	214-550-6469	Plano, TX 75074	Plano, TX 75074
Melinda Truitt	TX021	Motto Mortgage Signature	469-480-4699	McKinney, TX 75070	McKinney, TX 75070
Corey Casper	TX022	Motto Mortgage Home Town	512-876-7566	Cedar Park, TX 78613	Cedar Park, TX 78613

Open Offices as of December 31, 2023

Contact Name	Contract ID	Office Name	Office Phone Number	Office Address	Office City/State
Tim Gross	TX024	Motto Mortgage Select	281-414-2631	Houston, TX 77024	Houston, TX 77024
Barry Ingram	TX026	Motto Mortgage Independence	832-899-5626	Sugar Land, TX 77479	Sugar Land, TX 77479
Kimberly Stephens	TX030	Motto Mortgage HTX	832-770-5626	Pasadena, TX 77505	Pasadena, TX 77505
Anthony Fontana	TX033	Motto Mortgage Lonestar	979-255-9963	Houston, TX 77018	Houston, TX 77018
Charlene Baice	TX034	Motto Mortgage Iconic	713-291-1247	Houston, TX 77043	Houston, TX 77043
Fredrick Fluker	TX038	Motto Mortgage Exclusive Group	254-449-4707	Rockwall, TX 75087	Rockwall, TX 75087
Stephens Williams	TX040	Motto Mortgage Bold	972-665-8380	Allen, TX 75002	Allen, TX 75002
Rick Ott	TX042	Motto Mortgage Homestead	254-338-8238	Copperas Cove, TX 76522	Copperas Cove, TX 76522
Jaquale Clark	TX043	Motto Mortgage Enlightened	832-593-5693	Katy, TX 77494	Katy, TX 77494
David Clark	TX044	Motto Mortgage Odyssey	281-748-4585	Humble, TX 77346	Humble, TX 77346
Molly Wahrheit	TX045	Motto Mortgage Options	210-710-5456	San Antonio, TX 78232	San Antonio, TX 78232
Mario Negron	TX046	Motto Mortgage Extreme	281-671-7179	Houston, TX 77070	Houston, TX 77070
Robbie Nelson	TX048	Motto Mortgage CTC	409-440-9772	Santa Fe, TX 77510	Santa Fe, TX 77510
Derek Hehn	TX049	Motto Mortgage Praxis	832-652-4790	Manvel, TX 77578	Manvel, TX 77578
Angela Martin	TX050	Motto Mortgage Luxe Group	832-626-1518	Houston, TX 77090	Houston, TX 77090
Christian Albert	TX051	Motto Mortgage Epic	228-669-4663	Houston, TX 77042	Houston, TX 77042
Sachin Latawa	TX052	Motto Mortgage North Star	917-854-5795	Dripping Springs, TX 78620	Dripping Springs, TX 78620
Murad Bangash	VA004	Motto Mortgage Choice	571-332-1973	Tysons Corner, VA 22102	Tysons Corner, VA 22102
Steve Lee	VA005	Motto Mortgage Active	301-222-3342	Rockville, MD 20850	Rockville, MD 20850
Kevin Hou	VA007	Motto Mortgage Magic	571-585-0138	McLean, VA 22101	McLean, VA 22101
Robert Small	VA008	Motto Mortgage Innovators	804-390-3205	Midlothian, VA 23113	Midlothian, VA 23113
Darian Cochran	VA009	Motto Mortgage Premier Services	434-216-1981	Charlottesville, VA 22901	Charlottesville, VA 22901
Alisia Minott	VA010	Motto Mortgage Brilliance	757-801-3738	Norfolk, VA 23510	Norfolk, VA 23510
Hassan Naeem	VA011	Motto Mortgage Prestige	571-215-6773	Burke, VA 22015	Burke, VA 22015
Victor Lopez	WA003	Motto Mortgage Group	425-218-0330	Edmonds, WA 98020	Edmonds, WA 98020
John Leland	WA007	Motto Mortgage Partners	509-444-2823	Spokane, WA 99201	Spokane, WA 99201
Mike Runyan	WA008	Motto Mortgage Pacific	253-341-4501	Tacoma, WA 98406	Tacoma, WA 98406
Karim Khoury	WA009	Motto Mortgage Titan	425-318-8200	Mill Creek, WA 98012	Mill Creek, WA 98012
Brad Whittaker	WA012	Motto Mortgage Revolution	360-560-2402	Longview, WA 98632	Longview, WA 98632
Todd Fahlman	WA013	Motto Mortgage Orca	360-630-9000	MARYSVILLE, WA 98270	MARYSVILLE, WA 98270
Jeff Thompson	WA014	Motto Mortgage Partner Group	509-528-0120	Pasco, WA 99301	Pasco, WA 99301
Gaurang Sardesai	WA015	Motto Mortgage Altius	360-291-8797	Vancouver, WA 98660	Vancouver, WA 98660
Liz Reinecke	WA016	Motto Mortgage Collective	888-203-8867	Everett, WA 98201	Everett, WA 98201
Harry Dhaliwal	WA017	Motto Mortgage Lean	206-889-7172	Tukwila, WA 98188	Tukwila, WA 98188
Alex Barajas	WI001	Motto Mortgage Match	608-436-2459	Beloit, WI 53511	Beloit, WI 53511
Mike Hough	WV003	Motto Mortgage Valor	304-639-5201	Wheeling, WV 26003	Wheeling, WV 26003
Luke Wilkins	WY001	Motto Mortgage Black Gold	307-363-4065	Gillette, WY 82716	Gillette, WY 82716
Ryan Andrews	WY002	Motto Mortgage Horizon	307-358-3755	Douglas, WY 82633	Douglas, WY 82633

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Contact Name	Office Name	Office Phone Number	Office Address	Office City/State
Lucas Adams	Motto Mortgage Aurora	907-982-8002	892 East USA Circle, Suite 107	Wasilla, AK 99654
Kevin S Corcoran	Motto Mortgage Gulf Coast	251-968-3601	1545 W 2nd St Suite 100	Gulf Shores, AL 36542
Patrick Daily	Motto Mortgage Local	251-923-3800	4790 Wharf Parkway, F 208, Offices G, H, I	Orange Beach, AL 36561
Karma Herzfeld	Motto Mortgage Alliance	501-590-3842	11324 Arcade Drive, Suite 24	Little Rock, AR 72212
Darrell W Welch	Motto Mortgage Advantage	501-203-0088	202 West Mulberry Ave	Searcy, AR 72143
Jason Reed	Motto Mortgage United Group	870-336-1109	1115 Windover Road, Suite B	Jonesboro, AR 72401
Tina Powers	Motto Mortgage Pros	623-244-9463	20241 N 67th Ave Suite A100	Glendale, AZ 85308
Erik Johnson	Motto Mortgage Preferred Choice	623-251-2765	28260 North Tatum Boulevard, Suite A4	Cave Creek, AZ 85331
GT Campanile	Motto Mortgage Evolved	623-777-5832	20967 West Court Street	Buckeye, AZ 85396
Sigifredo Ponce	Motto Mortgage Reserve	831-755-9888	1457 North Davis Rd	Salinas, CA 93907
Bob J Cash	Motto Mortgage SoUnique	909-581-9433	73585 Fred Waring Drive	Palm Desert, CA 92260
Paul Hung	Motto Mortgage Alpha	949-299-2088	7545 Irvine Center Drive, Suite 200	Irvine, CA 92618
Michael Sipes	Motto Mortgage Coastal	805-443-2390	5720 Ralston Street #100	Ventura, CA 93003
Eric Lefkowitz	Motto Mortgage Mint	858-208-3783	10085 Carroll Canyon Road Suite 250	San Diego, CA 92131
Brandi Laffins	Motto Mortgage Streamline	530-896-9331	1834 Mangrove Avenue	Chico, CA 95926
Edward Chen	Motto Mortgage Diamond	626-560-5470	1300 East Main Street, Suite 203	Alhambra, CA 91801
Suneet Agarwal	Motto Mortgage Essential	916-216-7375	550 Howe Avenue, Suite 200	Sacramento, CA 95825
Jaskaran Singh	Motto Mortgage Legacy	559-301-8034	5633 North Figarden Dr, Ste 103	Fresno, CA 93722
Navid Ali	Motto Mortgage Future	925-400-8971	2355 San Ramon Valley Blvd, STE 100	San Ramon, CA 94583
Rima Rafeh	Motto Mortgage Ready	661-236-8899	18635 Soledad Canyon Rd, Ste 110 1/2	Canyon Country, CA 91387
Shadi Alkhudari	Motto Mortgage Golden Standard	510-868-0000	781 W Tennyson Rd	Hayward, CA 94544
Patrick Raach	Motto Mortgage Planning	661-644-4969	23929 Valencia Blvd, Suite 408	Valencia, CA 91355
Candice Panariso	Motto Mortgage Financial	719-800-1551	12265 Oracle Blvd, Suite 110	Colorado Springs, CO 80921
Sam Pennell-Potestio	Motto Mortgage Platinum	719-310-3127	4409 Settlers Ranch Road	Colorado Springs, CO 80908
Andrew Schulz	Motto Mortgage Assist	714-651-4653	1514 Forrestal Drive	Fort Collins, CO 80526
Christiana Hill	Motto Mortgage Mavens	720-773-6868	12211 W Alameda Pwy 200	Lakewood, CO 80228
Amy Lee Perrin	Motto Mortgage Optimum	970-216-8523	103 1st Street	PARACHUTE, CO 81635
Jacqueline Solares	Motto Mortgage IMG	720-271-8938	4600 South Ulster St, Ste 200A	Denver, CO 80237
Andrew Schulz	Motto Mortgage Assist	714-651-4653	1926 Fossil Creek Parkway	Fort Collins, CO 80528
David Bediz	Motto Mortgage Connection	202-838-7335	1918 18th Street, NW Ctyd, Ste 2A	Washington, DC 20001
Lindsay Reishman	Motto Mortgage Boutique	240-328-5216	909 Rose Avenue 400	North Bethesda, MD 20852
Mariya B Oldfather	Motto Mortgage Prosperity	302-313-5145	16394 Samuel Paynter Blvd #102	Milton, DE 19968
Christian Bennett	Motto Mortgage Champions	727-807-9398	11541 Trinity Blvd	Trinity, FL 34655
Chris J Clemente	Motto Mortgage Specialists	904-268-3810	12646 San Jose Boulevard Suite 102	Jacksonville, FL 32223
Debbie Thomas	Motto Mortgage Impact	904-503-0405	11233 St Johns Industrial Pkwy, S, Ste 7	Jacksonville, FL 32246
John E King	Motto Mortgage Riverside	772-571-5671	1601 US 1	Sebastian, FL 32958
Rick Brown	Motto Mortgage Advisors	727-202-5626	150 2nd Avenue North Suite 200	St Petersburg, FL 33701
Lindsay M Ortagus	Motto Mortgage Prime 1	321-848-8379	2235 N. Courtney Pkwy	Merritt Island, FL 32953
John DeMarco	Motto Mortgage 5 Star Professionals	954-790-1166	1901 Harrison Street Suite 101	Hollywood, FL 33020
Bill T Bonner	Motto Mortgage Resource	813-670-2800	23612 State Road 54 Suite 100	Lutz, FL 33559

Open Offices as of March 31, 2024

Contact Name	Office Name	Office Phone Number	Office Address	Office City/State
Marilyn Dennis	Motto Mortgage Approved	813-727-1560	8517 Gunn Highway	Tampa, FL 33556
Terry Wayland	Motto Mortgage Infinity	239-432-9030	3414 Forum Boulevard, Suite 2	Fort Myers, FL 33905
Terry Wayland	Motto Mortgage Infinity	239-432-9030	300 Fifth Ave South Ste 227	Naples, FL 34102
Walter Borgen	Motto Mortgage Signature Plus	386-222-3066	3340 South Atlantic Avenue	Daytona Beach Shores, FL 32118
Pam R Capela	Motto Mortgage Selections	386-246-1656	6 Florida Park Dr Suite C	Palm Coast, FL 32137
Al Carioti	Motto Mortgage Premier Choice	407-408-2103	6801 Wallace Road	Orlando, FL 32819
Jason McGuire	Motto Mortgage Premier Group	850-816-1313	3780 Highway 90	Pace, FL 32571
Keegan Siegfried	Motto Mortgage Paramount	813-991-1194	15343 Amberly Drive	Tampa, FL 33647
Gabriel Gonzalez	Motto Mortgage Tailored Solutions	407-904-0926	8240 Exchange Drive Gate 4	Orlando, FL 32809
John Bastidas	Motto Mortgage Secure	407-708-3056	1000 Savage Court, Suite 206	Longwood, FL 32750
Marcus Larrea	Motto Mortgage Freedom	239-826-3427	6385 Presidential Court, Suite 202	Fort Myers, FL 33919
Rose Faroni	Motto Mortgage Prestige Advisors	561-766-7556	12789 Forest Hill Blvd, Suite 2B	Wellington, FL 33414
Laura Martinelli	Motto Mortgage Core	954-449-9342	5689 Coral Ridge Drive	Coral Springs, FL 33076
Alireza Partovi	Motto Mortgage VIP	386-295-5115	801 International Pkwy, 5th Floor, Suite 5065	Lake Mary, FL 32746
Daisy Cid	Motto Mortgage Premier Solutions	407-569-5838	401 Pleasant Street	Kissimmee, FL 34741
Timora Batarao	Motto Mortgage Resolutions	417-234-4478	4507 Furling Lane Suite 113	Destin, FL 32541
Joseph Kipping	Motto Mortgage Home Team	813-862-5772	2818 Cypress Ridge Blvd, Ste 150	Wesley Chapel, FL 33544
Luis Lopez	Motto Mortgage Platinum Plus	352-427-0026	2709 SW 27th Ave, STE 103	Ocala, FL 34471
Zakkiyyah White	Motto Mortgage Xperts	561-650-2771	560 Village Blvd, Suite 140	West Palm Beach, FL 33409
Lisa Fox	Motto Mortgage Golden Fox Advisors	727-412-2512	701 Enterprise Road East, Suite 203	Safety Harbor, FL 34695
Andy Azzarello	Motto Mortgage Emerald Group	315-506-0714	2100 Constitution Blvd, Ste #119	Sarasota, FL 34231
Susan Lo	Motto Mortgage Legends	407-577-0019	2906 Sylvan Ave	Orlando, FL 32806
Max Disser	Motto Mortgage Titanium	904-856-6886	280 Business Park Cir Ste 412	St Augustine, FL 32092
Jay Brockmeyer	Motto Mortgage Inspire	321-418-6555	3742 Avalon Park East Boulevard	Orlando, FL 32828
Frank DelPesce	Motto Mortgage Select Group	561-335-0772	7410 Boynton Beach Blvd Suite A-1	Boynton Beach, FL 33437
Matthew Carter	Motto Mortgage Paradise Group	239-221-2550	27975 Old 41 Road, Suite 212	Bonita Springs, FL 34135
George El Abu	Motto Mortgage Charge On	904-334-3678	251 Vale Drive	St Augustine, FL 32095
Jason Coley	Motto Mortgage Diamond Elite	772-925-8017	145 NW Central Park PLZ, STE 200	Port St Lucie, FL 34986
Damion Fray	Motto Mortgage Royal	321-966-5811	111 North Orange Avenue	Orlando, FL 32801
Steve Silcock	Motto Mortgage Homewise	863-236-3868	331 W Central Ave Suite 210	Winter Haven, FL 33880
Derell Roberson	Motto Mortgage Assured	321-303-5651	4700 Millenia Blvd, Suite 180	Orlando, FL 32839
Gene Whiddon III	Motto Mortgage Excelsior	954-649-7444	777 S Federal Hwy #1	Fort Lauderdale, FL 33316
Chepe Serrano-Molina	Motto Mortgage NMR	305-677-2624	10950 N Kendall Drive, Suite 200M	Miami, FL 33176
Roberto Castillo	Motto Mortgage Gold Connection	305-972-2541	10703 SW 104th St	Miami, FL 33176
Iulia Hut	Motto Mortgage Megastars	813-499-9669	100 S Ashley Drive Suite 600	Tampa, FL 33602
Chuck DeLangis	Motto Mortgage Mountaintop Partners	727-248-6488	3309 W Bay to Bay Blvd Suite A	Tampa, FL 33629
Eddie Warren	Motto Mortgage Coastal	912-988-5888	445 Pooler Parkway	Pooler, GA 31322
Bubba A Hunt	Motto Mortgage TurnKey	912-259-9898	1541 Northside Drive East	Statesboro, GA 30458
Michael Holle	Motto Mortgage Southeast	706-302-9016	102 Main Street, Suite 229	LaGrange, GA 30240
Anna Carter	Motto Mortgage Pioneers	678-687-3554	4463 Cherokee Street Suite #200	Acworth, GA 30101

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Contact Name	Office Name	Office Phone Number	Office Address	Office City/State
Tim Mercer	Motto Mortgage Fintrus	855-400-2254	55 Ivan Allen Jr. Blvd, NW Ste 340	Atlanta, GA 30308
Kelvin Smith	Motto Mortgage Clear Choice	770-330-5651	107C South Dixie Avenue	Cartersville, GA 30120
Jeni Lang	Motto Mortgage Cooperation	470-575-4175	1509 Johnson Ferry Road, Suite T1	Marietta, GA 30062
Bil Lako	Motto Mortgage Henssler	678-279-5770	3735 Cherokee Street	Kennesaw, GA 30144
Khalil Suleiman	Motto Mortgage Avalon	470-377-5181	12150 Morris Road, Unit 2	Alpharetta, GA 30005
McKenzie Ward	Motto Mortgage Syndicate	833-639-6264	32 Jackson Street	Newnan, GA 30263
Valyn Lyons	Motto Mortgage 321	678-387-9712	4500 Hugh Howell Rd, Suite 790	Tucker, GA 30084
Tracy Goring-Hamilton	Motto Mortgage ProVantage	404-357-7587	87 Pine Grove Road, Suite A	Locust Grove, GA 30248
Henry Ho	Motto Mortgage Home	808-747-6602	729 Ekela Avenue	Honolulu, HI 96816
Emily Blinkhorn	Motto Mortgage Velocity	480-790-0496	5851 East Main Street	Mesa, AZ 85205
Chris Fidelibus	Motto Mortgage Accelerated	808-222-7934	480 Kamokila Boulevard #104	Kapolei, HI 96707
Chuck Simmons	Motto Mortgage Midwest	515-346-8293	7101 Vista Drive Suite 9	West Des Moines, IA 50266
Chuck Simmons	Motto Mortgage Midwest	515-346-8293	4555 Utica Ridge Road	Bettendorf, IA 52722
Larry B Warden Jr	Motto Mortgage Equip	405-315-0798	910 West Main Street, Suite 336	Boise, ID 83702
Jacob Oliver	Motto Mortgage In Motion	208-290-5233	1315 US-2 Hwy	Sandpoint, ID 83864
Erica Martinez	Motto Mortgage Achieves	208-906-4308	310 South Kimball Avenue	Caldwell, ID 83605
Steven D Bennett	Motto Mortgage Gateway	618-604-4791	8 East Main Street	Mascoutah, IL 62258
Ray Zabielski	Motto Mortgage HPLB	630-718-4300	3135 Book Road	Naperville, IL 60564
Joanna Theismann	Motto Mortgage Focus	618-643-9040	1668 Windham Way, Suite 100	O'Fallon, IL 62269
Darryl Evans	Motto Mortgage Northshore	773-412-6211	6121 N Northwest Hwy Unit 102	Chicago, IL 60631
Rick Owens	Motto Mortgage Integrity Group	618-977-1270	4215 State Route 159, Suite 4	Glen Carbon, IL 62034
Kelly Jackson	Motto Mortgage Home Services	844-466-8864	18 W 140 Butterfield Road Suite 1500	Oakbrook Terrace, IL 60181
Dean Moustaf	Motto Mortgage Affinity	847-732-0555	1701 East Woodfield Road, Suite 830	Schaumburg, IL 60173
Tim Binning	Motto Mortgage Now	630-365-1600	505 West Main Street, Suite B	St Charles, IL 60174
Jeff Kolbus	Motto Mortgage Key Partners	309-208-7718	3622 N Knoxville Ave	Peoria, IL 61603
Michael Kite	Motto Mortgage Affiliated	224-252-5858	501 Peterson Road, Suite 200B	Libertyville, IL 60048
Mike Opyd	Motto Mortgage NEXT	312-896-3236	3401 N Broadway St	Chicago, IL 60657
Steven Myers	Motto Mortgage Charged	316-202-9820	910 1/2 East Douglas Avenue	Wichita, KS 67202
Willie E Harden	Motto Mortgage Flex	502-515-8749	830 South 2nd Street, Suite 2	Louisville, KY 40203
Tracy Holtsclaw	Motto Mortgage Home Group	270-982-3003	100 Chase Way, Suite 4	Elizabethtown, KY 42701
Jay Pitts	Motto Mortgage Premier Partners	502-754-2021	10605 Shelbyville Road, Suite 200	Louisville, KY 40223
Kyle Turpin	Motto Mortgage A2Z	502-693-3145	337 Oakbrooke Drive Suite 600	Mount Washington, KY 40047
Darren Montgomery	Motto Mortgage Services	318-588-5363	2325 Old Minden Road, Suite 300	Bossier City, LA 71112
Clay Relle	Motto Mortgage Financial Group	985-363-8840	1402 South Magnolia Street, Suite D	Hammond, LA 70403
Nolan Aikens Jr	Motto Mortgage Matters	225-246-2284	8126 One Calais Avenue Ste 1C	Baton Rouge, LA 70809
Jerrod Prather	Motto Mortgage Access	337-305-2103	1651 West Laurel Avenue, Suite B	Eunice, LA 70535
Scotty Jones Jr	Motto Mortgage Pinnacle	781-205-6070	525 Bedford Street, Suite 8, Unit 1	Bridgewater, MA 2324
Albert DiVirgilio	Motto Mortgage 360	978-560-8600	471 Lynnfield Street, Suite 1	Lynn, MA 1904
Michael Tubin	Motto Mortgage Residential	617-504-0013	6 Main Street Extension, Suite 603	Plymouth, MA 2360
Bill Wright	Motto Mortgage Executives	508-520-3160	308 West Central Street Suite E-104	Franklin, MA 2038

Open Offices as of March 31, 2024

Contact Name	Office Name	Office Phone Number	Office Address	Office City/State
Nils Olson	Motto Mortgage Premium	301-846-2000	5202 Presidents Ct, Suite 310	Frederick, MD 21703
Mark Davis	Motto Mortgage Preferred	443-295-6500	132 Main Street	Prince Frederick, MD 20678
Mark Davis	Motto Mortgage Preferred	301-742-8969	10665 Stanhaven Place, Suite 300A (Ste 3102)	White Plains, MD 20695
Ryan M Kelly	Motto Mortgage Direct	248-716-3155	4190 Telegraph Road, Suite 3300	Bloomfield Hills, MI 48302
Chad Gilstad	Motto Mortgage Energy	989-546-4333	4900 Eastman Ave	Midland, MI 48640
Matt Delhougne	Motto Mortgage Plus	636-733-6775	285 Chesterfield Business Parkway	Chesterfield, MO 63005
Deb Brasel	Motto Mortgage Heritage	816-678-9283	509 NW 5th Street, Suite 100	Blue Springs, MO 64014
Rhonda Overberg	Motto Mortgage Tried and True	636-638-1074	1349 McNutt Street	Herculaneum, MO 63048
Sandy Hancock	Motto Mortgage Living	314-377-0200	8085 Manchester Road	Saint Louis, MO 63144
Sammie E Knight	Motto Mortgage Superior	901-410-8749	1930 Exeter Road Suite 1	Germantown, TN 38138
David Saulters	Motto Mortgage Sigma Group	601-579-8736	119 Mayfair Road	Hattiesburg, MS 39402
Dustin Hill	Motto Mortgage Premier Experts	601-512-2275	607 22nd Ave	Meridian, MS 39301
Ramani Arnett	Motto Mortgage of Billings	406-200-5048	517 South 24th Street West, Suite C	Billings, MT 59102
Wes Eagles	Motto Mortgage Complete	919-396-6009	2711 Cashwell Drive	Goldsboro, NC 27534
Wesley Jackson	Motto Mortgage Moves	910-406-2305	160 West New York Avenue, Suite 2A	Southern Pines, NC 28387
John M Titolo	Motto Mortgage Competitive Partners	866-484-8656	5470 Hudspeth Dairy Road	Harrisburg, NC 28075
Jason Hill	Motto Mortgage Quality	833-626-6886	481 E. Main Street, Suite 103	Clayton, NC 27520
Jeff Flieler	Motto Mortgage Secure Choice	919-357-7319	319 N. Howe St.	Southport, NC 28461
Kelli Salter	Motto Mortgage Coastal Connection	910-378-7023	1150 Piney Green Road	Jacksonville, NC 28546
Walter Ciucevich	Motto Mortgage Strategic	910-644-4801	3104 S. Horner Boulevard	Sanford, NC 27332
James Barmore	Motto Mortgage Professionals	910-444-3868	3369 Holden Beach Road SW, Suite 3	Supply, NC 28462
Zachary Zach	Motto Mortgage Top Tier	402-253-4289	331 Village Point Plaza	Omaha, NE 68118
Mark Scuderi	Motto Mortgage Supreme	908-760-6674	533 Memorial Parkway	Phillipsburg, NJ 8865
Tina Clarke	Motto Mortgage Solutions	201-817-2220	99 Northfield Ave, Ste 8	West Orange, NJ 7052
Allison Rizzo	Motto Mortgage Success	732-662-1475	1199 Amboy Avenue, Suite 1A	Edison, NJ 8837
Pamela M McClellan	Motto Mortgage Mentors	347-733-9254	380 Washington Road, Ste F	Sayreville, NJ 8872
David Sadek	Motto Mortgage Enterprise	201-227-4207	411 Hackensack Avenue, Suite 200	Hackensack, NJ 7601
Jimmy Nunez	Motto Mortgage Elite Choice	848-444-2077	4400 Route 9 South Suite 1000 Office #7	Freehold, NJ 7728
Ethan Lewkowicz	Motto Mortgage 300	732-865-1717	26 Frost Avenue	East Brunswick, NJ 8816
Daniel DeMola	Motto Mortgage Sunrise	201-255-4468	14-25 Plaza Road, Suite N2-1	Fair Lawn, NJ 7410
Nancy Kennedy	Motto Mortgage Premier Brokerage	505-900-1944	6410 Coors Blvd NW Ste B	Albuquerque, NM 87120
Tim Kuptz	Motto Mortgage One	702-827-1011	10075 South Eastern Ave, Ste 104	Henderson, NV 89052
Phillip Cory Jones Jr.	Motto Mortgage Lifestyles	702-727-3389	9640 W Tropicana Avenue #200	Las Vegas, NV 89147
Rias Attar	Motto Mortgage Absolute	702-602-5107	1980 Festival Plaza Dr, Ste 300, Office 357	Las Vegas, NV 89135
Cristina Arao	Motto Mortgage All Star	775-233-3136	855 Maestro Dr., Suite E	Reno, NV 89511
Conner Sheets	Motto Mortgage Client 1st	702-349-8920	500 N Rainbow Suite 300 #305	Las Vegas, NV 89107
Mark Snyder	Motto Mortgage Above & Beyond	440-892-5500	25021 Center Ridge Road Suite 200	Westlake, OH 44145
Dwight Milko	Motto Mortgage NEO	216-468-8480	20515 Shaker Blvd	Shaker Heights, OH 44122
Rollin C Gosney	Motto Mortgage Driven	330-921-4634	22 1/2 South Main	Columbiana, OH 44408
Lori Ashcraft	Motto Mortgage Advantage Plus	614-689-0981	6500 E Main St Suite C	Reynoldsburg, OH 43068



Open Offices as of March 31, 2024

Contact Name	Office Name	Office Phone Number	Office Address	Office City/State
Bill Jones	Motto Mortgage Unlimited	419-777-5626	65 E. Market St.	Tiffin, OH 44883
Chris Harpster	Motto Mortgage New Era	614-682-8402	7700 Rivers Edge Drive, Suite 100A	Columbus, OH 43235
Kyle Dynes	Motto Mortgage 1	614-725-7328	921 Eastwind Drive #102	Westerville, OH 43081
David LaFleur	Motto Mortgage Ascent	440-281-0668	17075 Pearl Road	Strongsville, OH 44136
Mike Hendricks	Motto Mortgage Archway Group	330-474-1140	126 West College Street	Kent, OH 44240
Daniel I Oller	Motto Mortgage Impact	918-376-0555	10306 North 138th E Ave Ste 103-6	Owasso, OK 74055
Shelly Hazle	Motto Mortgage NexGen	918-615-8448	524 E. Choctaw Ave, Unit C	McAlester, OK 74501
Martin De La Garza	Motto Mortgage Best Life	580-279-1292	923 Arlington Street	Ada, OK 74820
Tiff M Kruger	Motto Mortgage Cascades	541-797-0118	431 NW Franklin Avenue Ste. 2	Bend, OR 97703
Don Courtney III	Motto Mortgage Lakecrest	503-819-2174	15220 Northwest Greenbrier Pkwy, Ste 310	Beaverton, OR 97006
Keith Malone	Motto Mortgage Center	484-772-4350	1290 Broadcasting Road	Wyomissing, PA 19610
Cindy Appleman	Motto Mortgage Edge	570-935-0426	17 South Main Street, Suite 2	Muncy, PA 17756
Tom Skiffington	Motto Mortgage Elite Services	215-453-7653	701 West Market Street Suite 1	Perkasie, PA 18944
Anna Foytack	Motto Mortgage Happy Valley	814-235-9207	1375 Martin Street, Suite 101	State College, PA 16803
Brandon Tingle	Motto Mortgage Home Center	724-246-4400	3328 Washington Road	McMurray, PA 15317
Greg Incardona	Motto Mortgage Keystone	412-531-6881	57 East Chestnut Street	Washington, PA 15301
Maria Quattrone	Motto Mortgage Expert Solutions	215-240-6479	2054 South Street, Suite B	Philadelphia, PA 19146
Art Lindquist	Motto Mortgage Power	814-450-9186	2701 Evanston Avenue, Suite 200	Erie, PA 16506
Brent R Zollner	Motto Mortgage Miracles	724-953-7398	3337 Rte 130, Ste 2	Harrison City, PA 15636
Robert Rollings	Motto Mortgage Simplified	706-780-3434	480 Fabian Drive Suite A	Aiken, SC 29803
Thomas Shumpert	Motto Mortgage Assurance	803-500-5082	107 Brookside Parkway, Suite 205	Lexington, SC 29072
Lee Linhart	Motto Mortgage Resolute	864-475-7300	225-C N. Main Street	Greenville, SC 29601
Jonathan Edmund	Motto Mortgage Coastal Pros	843-957-3872	802 41st Avenue South, Suite 107	North Myrtle Beach, SC 29582
Jennifer M Johnston	Motto Mortgage Action	864-854-9494	500 C Montague Avenue	Greenwood, SC 29649
Jenna Richardson	Motto Mortgage Thrives	843-900-7212	1042 E Montague Avenue, Suite G2	North Charleston, SC 29405
Leland Morrison	Motto Mortgage Beyond	803-738-5676	2401 Dutch Fork Road, Suite A	Chapin, SC 29036
Tony Hunnicutt	Motto Mortgage Makers	423-648-4595	2242 Encompass Drive	Chattanooga, TN 37421
Jeremy L Cansler	Motto Mortgage Preferred Brokers	423-453-8473	801 Decatur Pike	Athens, TN 37303
Jason J Wallace	Motto Mortgage 365	901-684-6678	5224 Airline Road, Suite 111	Arlington, TN 38002
Sari Lawrence	Motto Mortgage 24	866-588-6624	2808 Palumbo Drive Suite 100A	Lexington, KY 40509
Justin Tucker	Motto Mortgage Lakeside	615-906-2129	880 Green Lea Blvd, Ste A-106	Gallatin, TN 37066
Ben Zoeller	Motto Mortgage First Down	615-969-3304	1033 Demonbreun Street, Suite 300	Nashville, TN 37203
Alma Logan	Motto Mortgage Complete	281-974-4137	7410 Westview Drive, Suite A	Houston, TX 77055
Cory Kammerdiener	Motto Mortgage Borrowers First	281-377-3259	24624 Interstate 45 N, Ste 120	Spring, TX 77386
Richard D Rupp	Motto Mortgage Results	210-343-1105	8131 West Hausman Road	San Antonio, TX 78249
Scott Allen Schwandt	Motto Mortgage First Choice	830-327-1229	142 W San Antonio St	New Braunfels, TX 78130
Hector A Alaniz	Motto Mortgage Smart Choice	956-704-5512	6402 North Bartlett Ste. 10	Laredo, TX 78041
Mary Anne McMahan	Motto Mortgage ATX	512-294-2344	724 N. Lamar Blvd.	Austin, TX 78703
Veronica McCants	Motto Mortgage Choice One	361-541-5454	5213 North Navarro Street	Victoria, TX 77904
Cutberto Salas	Motto Mortgage Excellence	214-550-6469	500 North Central Expy, Ste 500	Plano, TX 75074

Open Offices as of March 31, 2024

Contact Name	Office Name	Office Phone Number	Office Address	Office City/State
Melinda Truitt	Motto Mortgage Signature	469-480-4699	7701 W Eldorado Pkwy #600	McKinney, TX 75070
Corey J Casper	Motto Mortgage Home Town	512-876-7566	305 Denali Pass, Suite D	Cedar Park, TX 78613
Tim Gross	Motto Mortgage Select	281-414-2631	820 Gessner Rd. #150	Houston, TX 77024
Barry O Ingram	Motto Mortgage Independence	832-899-5626	13310 University Blvd, Suite 200	Sugar Land, TX 77479
Brian Byers	Motto Mortgage HTX	832-770-5626	4802 E Sam Houston Pkwy S Ste 150B	Pasadena, TX 77505
Anthony Fontana	Motto Mortgage Lonestar	979-255-9963	2190 North Loop West, Ste 104	Houston, TX 77018
Charlene Baice	Motto Mortgage Iconic	713-291-1247	1334 Brittmoore Road	Houston, TX 77043
Tammie Brown	Motto Mortgage Exclusive Group	254-449-4707	102 S Goliad, Suite 108	Rockwall, TX 75087
Stephens Williams	Motto Mortgage Bold	972-665-8380	2720 Country Club, Ste A209 and A210	Allen, TX 75002
Rick Ott	Motto Mortgage Homestead	254-338-8238	2702 East Business 190	Copperas Cove, TX 76522
Jaquale Clark	Motto Mortgage Enlightened	832-593-5693	26077 Nelson Way #1101	Katy, TX 77494
David Clark	Motto Mortgage Odyssey	281-748-4585	20618 Carmine Oak Court	Humble, TX 77346
Molly Wahrheit	Motto Mortgage Options	210-710-5456	17319 San Pedro, Suite 206	San Antonio, TX 78232
Mario Negron	Motto Mortgage Extreme	281-671-7179	20333 TX-249 Chasewood Suite 229	Houston, TX 77070
Robbie Nelson	Motto Mortgage CTC	409-440-9772	12121 FM 1764	Santa Fe, TX 77510
Derek Hehn	Motto Mortgage Praxis	832-652-4790	37 Terra Bella Drive	Manvel, TX 77578
Angela Martin	Motto Mortgage Luxe Group	832-626-1518	15737 North Freeway, Suite A	Houston, TX 77090
Christian Albert	Motto Mortgage Epic	228-669-4663	11011 Richmond Avenue Suite 156	Houston, TX 77042
Sachin Latawa	Motto Mortgage North Star	917-854-5795	422 Hazy Hills Loop	Dripping Springs, TX 78620
Murad K Bangash	Motto Mortgage Choice	571-332-1973	1775 Tysons Boulevard FL5	Tysons Corner, VA 22102
Steve Lee	Motto Mortgage Active	301-222-3342	110 North Washington St, Ste 200-1	Rockville, MD 20850
Kevin Hou	Motto Mortgage Magic	571-585-0138	6523 Ivy Hill Drive	McLean, VA 22101
Robert Small	Motto Mortgage Innovators	804-390-3205	14321 Winter Breeze Dr, Ste 159	Midlothian, VA 23113
Darian Cochran	Motto Mortgage Premier Services	434-216-1981	900 Gardens Blvd, Suite 100	Charlottesville, VA 22901
Alisia Minott	Motto Mortgage Brilliance	757-801-3738	223 E City Hall Ave Suite 335	Norfolk, VA 23510
Hassan Naem	Motto Mortgage Prestige	571-215-6773	8914 Kenilworth Drive	Burke, VA 22015
Victor Lopez	Motto Mortgage Group	425-218-0330	110 4th Avenue North	Edmonds, WA 98020
John Leland	Motto Mortgage Partners	509-444-2823	1311 North Washington, Suite A	Spokane, WA 99201
Mike A Runyan	Motto Mortgage Pacific	253-341-4501	2102 N Pearl Street, Ste A-301	Tacoma, WA 98406
Karim Khoury	Motto Mortgage Titan	425-318-8200	15117 Main St, Suite B106	Mill Creek, WA 98012
Brad Whittaker	Motto Mortgage Revolution	360-560-2402	1318 Commerce Ave.	Longview, WA 98632
Todd Fahlman	Motto Mortgage Orca	360-630-9000	9317 State Avenue, Suite A	MARYSVILLE, WA 98270
Jim Zimmerman	Motto Mortgage Partner Group	509-528-0120	9527 Sandifur Pkwy Suite B	Pasco, WA 99301
Anton Zotov	Motto Mortgage Altius	360-291-8797	915 Broadway Street, Suite #144	Vancouver, WA 98660
Liz Reinecke	Motto Mortgage Collective	888-203-8867	1721 Hewitt Ave, Suite 302	Everett, WA 98201
Harry Dhaliwal	Motto Mortgage Lean	206-889-7172	596 Industry Drive, Bldg 8, Suite 251	Tukwila, WA 98188
Alex Barajas	Motto Mortgage Match	608-436-2459	310 State Street, Suite 102	Beloit, WI 53511
Robert Laplante	Motto Mortgage Mobility	262-366-0096	3380 S 108th St Suite 209	Greenfield, WI 53227
Mike Hough	Motto Mortgage Valor	304-639-5201	538 National Road	Wheeling, WV 26003
Luke Wilkins	Motto Mortgage Black Gold	307-363-4065	309 S Gillette Ave Suite B	Gillette, WY 82716

Open Offices as of March 31, 2024

<b>Contact Name</b>	<b>Office Name</b>	<b>Office Phone Number</b>	<b>Office Address</b>	<b>Office City/State</b>
Ryan Andrews	Motto Mortgage Horizon	307-358-3755	239 N 4th Street	Douglas, WY 82633

To Be Opened as of December 31, 2023

Owner	Office Name	Office Phone Number	Office Address	Office City/State
Keith Pike	Motto Mortgage Alliance	479-640-3489	3103 Southeast Moberly Ln, Ste 218	Bentonville, AR 72712
Jason Santos	Motto Mortgage Nexus	818-481-4997	8405 Pershing Drive Suite 102	Playa Del Ray, CA 90293
Rey Soto	Motto Mortgage Private Client	407-722-2383	999 Summer Street, Suite 300	Stamford, CT 6905
Gerald Matthews	Motto Mortgage Flying Spurs	267-348-9219	9 Court Theophelia	King of Prussia, PA 19406
Tim Vieweg	Motto Mortgage Service First	217-454-4037	To Be Determined	Decatur, IL 62521
Ashton Wischmeier	Motto Mortgage Crossroads	812-447-4433	To Be Determined	Columbus, IN 47201
Jim Burton	Motto Mortgage Advisers Plus	617-800-7157	680 American Avenue Suite 302	Cambridge, MA 2139
Fran Sevegney	Motto Mortgage Express	906-869-7465	601 East William Street	Marquette, MI 49855
Brooke Marin	Motto Mortgage Freshwater	704-997-0035	644 Washington St Suite 13-14	Huntersville, NC 28078
Jared Blankenship	Motto Mortgage Premier Pros	701-893-8572	907 Massachusetts Ave., Suite 101	Fargo, ND 58104
David Duplessis	Motto Mortgage Sail Home	603-234-2802	2844 Venture Drive	Nashua, NH 3060
Nicole Sabarese	Motto Mortgage Premier	609-618-0301	9820 Northcross Center Court Suite 184	Forked River, NJ 8731
Mario Contrucci	Motto Mortgage First Class	505-417-1827	3250 47th Street South	Rio Rancho, NM 87124
John MacNair	Motto Mortgage Coastal Advisors	843-267-8855	169 Daniel Webster Highway Suite 208	Mount Pleasant, SC 29464
Kay Cole	Motto Mortgage Relentless	409-344-0851	221 Lacey Road Suite 2	Houston, TX 77029
Rustan Burton	Motto Mortgage Precision	907-957-9472	3791 Southern Boulevard Suite 240	Salt Lake City, UT
Rex Olson	Motto Mortgage Premier Advisors	801-699-5476	To Be Determined	West Jordan, UT 84088

To Be Opened as of March 31, 2024

Owner	Office Name	Office Phone Number	Office Address	Office City/State
Keith Pike	Motto Mortgage Alliance	479-640-3489	3103 Southeast Moberly Ln, Ste 218	Bentonville, AR 72712
Jason Santos	Motto Mortgage Nexus	818-481-4997	8405 Pershing Drive Suite 102	Playa Del Ray, CA 90293
Rey Soto	Motto Mortgage Private Client	407-722-2383	999 Summer Street, Suite 300	Stamford, CT 6905
Jaren Woepfel	Motto Mortgage Invictus	315-416-0476	9 Court Theophelia	Saint Augustine, FL 32084
Sallie Swinford	Motto Mortgage TBD	727-807-9398	TBD	TBD, FL
Sallie Swinford	Motto Mortgage TBD	727-807-9398	TBD	TBD, FL
Gerald Matthews	Motto Mortgage Flying Spurs	267-348-9219	680 American Avenue Suite 302	King of Prussia, PA 19406
Tim Vieweg	Motto Mortgage Service First	217-454-4037	601 East William Street	Decatur, IL 62521
Ashton Wischmeier	Motto Mortgage Crossroads	812-447-4433	644 Washington St Suite 13-14	Columbus, IN 47201
Jim Burton	Motto Mortgage Advisers Plus	617-800-7157	907 Massachusetts Ave., Suite 101	Cambridge, MA 2139
Fran Sevegney	Motto Mortgage Express	906-869-7465	2844 Venture Drive	Marquette, MI 49855
Brooke Marin	Motto Mortgage Freshwater	704-997-0035	9820 Northcross Center Court Suite 184	Huntersville, NC 28078
Jared Blankenship	Motto Mortgage Premier Pros	701-893-8572	3250 47th Street South	Fargo, ND 58104
David Duplessis	Motto Mortgage Sail Home	603-234-2802	169 Daniel Webster Highway Suite 208	Nashua, NH 3060
Nicole Sabarese	Motto Mortgage Premier	609-618-0301	221 Lacey Road Suite 2	Forked River, NJ 8731
Mario Contrucci	Motto Mortgage First Class	505-417-1827	3791 Southern Boulevard Suite 240	Rio Rancho, NM 87124
Hanna Kim	Motto Mortgage TBD	646-262-5950	To Be Determined	Nashville, TN
Kay Cole	Motto Mortgage Relentless	409-344-0851	11821 East Freeway Suite 600	Houston, TX 77029
Rustan Burton	Motto Mortgage Precision	907-957-9472	To Be Determined	Salt Lake City, UT
Rex Olson	Motto Mortgage Premier Advisors	801-699-5476	1399 West 9000 South	West Jordan, UT 84088

**EXHIBIT E**

**FRANCHISEES NO LONGER  
WITH THE SYSTEM**

EXHIBIT E

NOTE: SOME INDIVIDUALS WHOSE NAMES APPEAR ON THIS EXHIBIT OWN OTHER MOTTO MORTGAGE OFFICES AND REMAIN IN GOOD STANDING WITHIN THE MOTTO MORTGAGE SYSTEM.

FRANCHISES THAT HAVE BEEN TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS  
Between January 1, 2023 and December 31, 2023  
OR THAT HAVE NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE APPLICATION DATE

Office Id	Name	City	State	Phone
AZ005	Commit	Tempe	AZ	602-908-4850
CA003	Acom	Newport Beach	CA	844-855-6267
FL018	Integrity	Gainesville	FL	352-888-4759
FL026	1st Rate	Port Charlotte	FL	888-707-0877
FL045	North Group	Sarasota	FL	941-559-8059
GA006	Synergy	Johns Creek	GA	678-660-5100
GA010	Pillars	Atlanta	GA	678-981-4693
IA001	River Cities	Bettendorf	IA	563-332-9090
IN003	24	Springfield	TN	678-485-9321
KY002	FourSquare	Crestwood	KY	502-977-5626
MA001	Northeast	Plymouth	MA	781-281-9000
MD004	United	Fulton	MD	410-465-1600
MI006	Consultants	Sterling Heights	MI	586-580-3559
MI008	ForeFront	Port Huron	MI	810-689-8446
MI011	TBD	Grand Rapids	MI	616-291-4411
MO004	Leaders	Chesterfield	MO	636-590-6700
NC007	Golden Key	Raleigh	SC	919-813-8859
NV003	Premier	Henderson	NV	702-738-7175
NV005	TBD	Mesquite	NV	702-808-2498
OH001	Alliance	Dayton	OH	937-603-7583
OH010	Connect	Sandusky	OH	419-960-2117
OK003	Impact	Tulsa	OK	918-830-6628
PA003	Works	Philadelphia	PA	215-698-2000
SC001	Palmetto	Sumter	SC	843-491-4573
SC003	Advocates	Myrtle Beach	SC	843-972-5521
TX023	Gracemark	Montgomery	TX	832-345-5450
TX035	Competitive	College Station	TX	979-703-1979
TX039	ATX	Cedar Park	TX	512-947-9684
WA002	Elite	Snohomish	WA	360-799-6300

EXHIBIT E

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FRANCHISES THAT HAVE BEEN TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS  
Between January 1, 2024 and March 31, 2024  
OR THAT HAVE NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE APPLICATION DATE

Office Id	Name	City	State	Phone
CA001	Matt Hartman	Yorba Linda	CA	714-514-7552
CO003	Tiffany Brown	Castle Rock	CO	720-484-5428
IN004	Dave Goebel	Plymouth	IN	574-767-6033
KY001	Rusty Ray	London	KY	606-304-8329
MN001	Chad Carlson	Minneapolis	MN	651-208-6766
OK002	Ryan Tinsley and Angela Tinsley	Tahlequah	OK	918-641-4714
OR002	Kim Lyndon	Clackamas	OR	503-917-5001
SC004	JD McNair	Mount Pleasant	SC	843-267-8855
TX002	Alfred Rodriguez	Houston	TX	832-661-4550



EXHIBIT E

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Between January 1, 2023 and December 31, 2023  
OR THAT HAVE NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE APPLICATION DATE

TRANSFERS OF CONTROLLING INTEREST

Office Id	Office Name	Name	City	State	Phone
WA007	Partners	Kelly Lukes	Spokane	WA	509-444-2823
NM002	Premier Brokerage	Jacob Gomez	Albuquerque	NM	575-571-2667
PA009	Home Center	MaryLou Hagman	McMurray	PA	724-246-4400
FL048	Titanium	Tom Corrao	St. Augustine	FL	904-856-6886
FL048	Titanium	Corey Foote	St. Augustine	FL	904-856-6886
MS005	Premier Experts	Darryl Jackson	Meridian	MS	601-479-7806
TX051	Epic	Truong Ngo	Houston	TX	832-743-8377
WA016	Collective	Brock Reinecke	Everett	WA	425-213-3548
WA010	North Star	Sachin Latawa	Bellevue	WA	917-854-5795
WA011	Lean	Harminder Dhaliwal	Tukwila	WA	

EXHIBIT E

NOTE: SOME INDIVIDUALS WHOSE NAMES APPEAR ON THIS EXHIBIT OWN OTHER MOTTO MORTGAGE OFFICES AND REMAIN IN GOOD STANDING WITHIN THE MOTTO MORTGAGE SYSTEM.

FRANCHISES THAT HAVE BEEN TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS  
Between January 1, 2024 and March 31, 2024  
OR THAT HAVE NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE APPLICATION DATE

TRANSFERS OF CONTROLLING INTEREST

Office Id	Office Name	Name	City	State	Phone
GA003	Coastal	Eddie Warren	Pooler	GA	912-988-5888
	24	Janice Mueller	Lexington	KY	866-588-6624
TN006	24	Victor Espinosa	Lexington	KY	866-588-6624
	24	Sarah Espinosa	Lexington	KY	866-588-6624

EXHIBIT E

NOTE: SOME INDIVIDUALS WHOSE NAMES APPEAR ON THIS EXHIBIT OWN OTHER MOTTO MORTGAGE OFFICES AND REMAIN IN GOOD STANDING WITHIN THE MOTTO MORTGAGE SYSTEM.

FRANCHISES THAT HAVE BEEN TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS  
Between January 1, 2023 and December 31, 2023  
OR THAT HAVE NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE APPLICATION DATE

LEFT THE SYSTEM/OTHER

Office Id	Office Name	Name	City	State	Phone	Reason
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EXHIBIT E

NOTE: SOME INDIVIDUALS WHOSE NAMES APPEAR ON THIS EXHIBIT OWN OTHER MOTTO MORTGAGE OFFICES AND REMAIN IN GOOD STANDING WITHIN THE MOTTO MORTGAGE SYSTEM.

FRANCHISES THAT HAVE BEEN TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS  
Between January 1, 2024 and March 31, 2024  
OR THAT HAVE NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE APPLICATION DATE

LEFT THE SYSTEM/OTHER

Office Id	Office Name	Name	City	State	Phone	Reason
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**EXHIBIT F**

**OFFICE MATERIALS  
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**OFFICE MATERIALS (MANUALS ONLY)  
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**EXHIBIT G**

**FRANCHISEE DISCLOSURE QUESTIONNAIRE**

## FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Motto Franchising, LLC (“we,” “us” or “*Motto Franchising, LLC*”) and you are preparing to enter into a Franchise Agreement for the operation of a Motto mortgage brokerage office franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question. Please circle your answer to each question and initial next to your response.

1. I have received, personally reviewed, and understand the Franchise Agreement and each exhibit, addendum, and rider attached to it.

True \_\_\_\_\_ False \_\_\_\_\_

2. I have received, personally reviewed, and understand the information contained in the Franchise Disclosure Document.

True \_\_\_\_\_ False \_\_\_\_\_

3. I acknowledge that I have had the opportunity—whether or not I may have chosen to do so—to discuss with my attorney, accountant, or other professional advisor the benefits and risks of operating a Motto mortgage brokerage office franchise, and I understand those benefits and risks.

True \_\_\_\_\_ False \_\_\_\_\_

4. I am relying upon information I received concerning Motto Franchising, LLC and not information concerning any parent company of Motto Franchising, LLC.

True \_\_\_\_\_ False \_\_\_\_\_

5. Has any employee or other person speaking on behalf of Motto Franchising, LLC or any person made any representations, assurances, guarantees, or promises regarding the following in reference to operating a Motto mortgage brokerage office franchise?

Revenues?	Yes _____	No _____
Profits?	Yes _____	No _____
Likelihood of Success?	Yes _____	No _____

6. Do you understand that the success of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. Do you understand that in all dealings with you, the officers, directors, employees and agents of Motto Franchising, LLC act only in a representative capacity and not in an individual capacity and such dealings are solely between you and Motto Franchising, LLC?

Yes \_\_\_\_\_ No \_\_\_\_\_

8. Has any employee or other person speaking on behalf of Motto Franchising, LLC or any person made any representations, assurances, guarantees or promises that you will have or receive any type of territorial rights or protection or a right of first refusal, option or any other right to purchase, acquire, or open any Motto mortgage office other than that granted by the Franchise Agreement?

Yes \_\_\_\_\_ No \_\_\_\_\_

9. Do you understand that we and our affiliates have the right to grant franchises or operate competing businesses at any location whatsoever, as we may determine, including a location near your Office?

Yes \_\_\_\_\_ No \_\_\_\_\_

10. Has any employee or other person speaking on behalf of Motto Franchising, LLC or any person made any representations, assurances, guarantees or promises that are contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes \_\_\_\_\_ No \_\_\_\_\_

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. You understand that your answers are important to us and that we will rely on them.

\_\_\_\_\_  
FRANCHISEE/APPLICANT

\_\_\_\_\_  
DATE

**EXHIBIT H**

**LIST OF STATE AGENCIES/  
AGENTS FOR SERVICE OF PROCESS**

## Exhibit H

### LIST OF STATE FRANCHISE ADMINISTRATORS

<u>State</u>	<u>Title of Administrator</u>	<u>Telephone Number</u>
Illinois	Attorney General 500 South Second Street Springfield, Illinois 62701	(217) 782-1090
Indiana	Securities Commissioner 302 W. Washington Street, Room E111 Indianapolis, Indiana 46204	(317) 232-6681
Michigan	Attorney General 525 West Ottawa Street Lansing, Michigan 48909	(517) 335-7622
New York	Attorney General New York State Department of Law 28 Liberty Street, 15 <sup>th</sup> Floor New York, New York 10005	(212) 416-8090
North Dakota	Securities Commissioner 600 East Boulevard State Capitol, 14th Floor Bismarck, North Dakota 58505	(701) 328-2910
Oregon	Director, Department of Consumer and Business Services 350 Winter Street NE, 2 <sup>nd</sup> Floor Salem, Oregon 97301	(503) 378-4100
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid Avenue, 2nd Floor Pierre, South Dakota 57501	(605) 773-3563
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street Richmond, Virginia 23219	(804) 371-9051
Wisconsin	Commissioner of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53701	(608) 266-2139

**LIST OF AGENTS FOR SERVICE OF PROCESS**

<u>State</u>	<u>Name and Address of Agent</u>
Colorado	Susie Winders 5075 S. Syracuse Street Denver, Colorado 80237
Delaware	The Corporation Trust Company 1209 N. Orange Street Wilmington, Delaware 19801
Illinois	Illinois Attorney General 500 South Second Street Springfield, Illinois 62701
Indiana	Indiana Secretary of State 302 W. Washington Street, Room E111 Indianapolis, Indiana 46204
Louisiana	Louisiana Secretary of State Commercial Division 8585 Archives Avenue Baton Rouge, Louisiana 70809
Michigan	Michigan Department of Corporations, Securities & Commercial Licensing Bureau 2407 N. Grand River Ave. Lansing, Michigan 48906
New York	Attention: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Ave Albany, New York 12231-0001
North Dakota	North Dakota Securities Commissioner 600 East Boulevard State Capitol, 14th Floor Bismarck, North Dakota 58505
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid Avenue, 2nd Floor Pierre, South Dakota 57501
Virginia	Clerk of the State Corporation Commission 1300 East Main Street, 1 <sup>st</sup> Floor Richmond, Virginia 23219

**LIST OF AGENTS FOR SERVICE OF PROCESS**

<u>State</u>	<u>Name and Address of Agent</u>
Wisconsin	Division Administrator 4822 Madison Yards Way, North Tower Madison, Wisconsin 53701
All Other States	Send Service of Process to: Susie Winders 5075 S. Syracuse Street Denver, Colorado 80237 (Registered Agent in Colorado)



**EXHIBIT I**

**STATE ADDENDA**  
**AND FRANCHISE AGREEMENT RIDERS**

**Exhibit I**

**ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT**

**ADDENDUM  
TO THE FRANCHISE DISCLOSURE DOCUMENT OF  
MOTTO FRANCHISING, LLC  
FOR THE STATE OF ARIZONA**

**Item 11. Franchisor's Assistance, Advertising, Computer Systems, And Training**

Motto Franchising, LLC assistance during your operation of the Office includes:

As of the date of this disclosure document we provide a credit, up to a limit of \$500 per month, against Royalty Fees for months 7 to 24 of operation of your franchised business to help offset the cost of engagement of a responsible individual in the state of Arizona in the event you are unable to meet this requirement based on the experience of one of the owners/principals of the franchised business. This assistance is part of a temporary program specific to full franchise Offices with a physical office located in Arizona and may be modified or discontinued at any time. We will provide this assistance one time only and only with respect to one Office. You must provide us a written request for assistance indicating your eligibility.

**ADDENDUM  
TO DISCLOSURE DOCUMENT OF  
MOTTO FRANCHISING, LLC  
REQUIRED BY THE STATE OF ILLINOIS**

1. The conditions under which your Franchise can be terminated and your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

2. Item 17. The following language is added to Items 17(v) and 17(w):

"Provided that the provisions of the Illinois Franchise Disclosure Act will govern franchises located in the State of Illinois."

3. Item 17(v). Illinois law provides that any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void provided that a franchise agreement may provide for arbitration in a forum outside of Illinois.

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

The provisions of this Addendum only apply if the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

**ADDENDUM  
TO THE FRANCHISE DISCLOSURE DOCUMENT OF  
MOTTO FRANCHISING, LLC  
REQUIRED BY THE STATE OF NEW YORK**

**THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATION PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.**

1. Item 3. Item 3 of the Disclosure Document is amended by deleting the last paragraph of the disclosure and substituting the following:

“Neither we, our predecessor, nor a person identified in Item 2, or an affiliate offering franchises under our principal trademark:

A. Has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion; misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. In addition, there are no pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunction or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.”

2. Item 4. Item 4 of the Disclosure Document is amended by deleting the disclosure and substituting the following:

“Neither we, our affiliate, our predecessor nor our officers during the 10-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed

against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership.”

3. Item 17. The following is added to the Summary column opposite section d.:

“The franchisee may terminate on any grounds available by law.”

4. Item 17. The following is added to the Summary column opposite section w.:

“The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business law of the state of New York.”

5. The Franchisor represents that the Disclosure Document does not knowingly omit any material fact or make an untrue statement regarding a material fact.

The provisions of this Addendum only apply if the jurisdictional requirements of the New York Franchises Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

**ADDENDUM  
TO THE FRANCHISE DISCLOSURE DOCUMENT OF  
MOTTO FRANCHISING, LLC  
REQUIRED BY THE STATE OF NORTH DAKOTA**

1. Item 17(r). Covenants not to compete such as those mentioned in Item 17(r) are generally considered unenforceable in the State of North Dakota.
  
2. Item 17(w). If there is a conflict between Colorado law and North Dakota Law, then North Dakota Law will prevail.

The provisions of this Addendum only apply if the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

**ADDENDUM  
TO THE FRANCHISE DISCLOSURE DOCUMENT OF  
MOTTO FRANCHISING, LLC  
REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

1. Item 17(h). The following is added to Item 17(h):

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

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

The provisions of this Addendum only apply if the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum and to the extent they are then-valid requirements of the Act.



**ADDENDUM  
TO THE FRANCHISE DISCLOSURE DOCUMENT OF  
MOTTO FRANCHISING, LLC  
REQUIRED BY THE STATE OF WISCONSIN**

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law.

The provisions of this Addendum only apply if the jurisdictional requirements of the Wisconsin Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

**Exhibit I**  
(Continued)

**ADDENDA AND RIDERS**  
**TO FRANCHISE AGREEMENT AND QUESTIONNAIRE**

**RIDER  
TO THE FRANCHISE AGREEMENT OF  
MOTTO FRANCHISING, LLC  
REQUIRED BY THE STATE OF ILLINOIS**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MOTTO FRANCHISING, LLC (“**MOTTO FRANCHISING, LLC**,” “*we*,” or “*us*”), and \_\_\_\_\_ (“*you*” or “*Franchise Owner*”).

We and you are parties to that certain “*Franchise Agreement*” dated \_\_\_\_\_, 20\_\_\_\_, that has been entered into concurrently with this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider modifies the Franchise Agreement as provided below:

1. Waiver of Punitive Damages and Jury Trial. You cannot waive any of your rights given to you by the Illinois Franchise Disclosure Act (Section 41). Accordingly, Subsection 15.I. of the Franchise Agreement is deleted.
2. Waiver of Class Action. You cannot waive any of your rights given to you by the Illinois Franchise Disclosure Act (Section 41). Accordingly, Subsection 15.J. of the Franchise Agreement is deleted.
3. Governing Law/Consent to Jurisdiction. The following language is added to the end of Subsection 15.K. of the Franchise Agreement:

ILLINOIS LAW GOVERNS THE AGREEMENT(S) BETWEEN THE PARTIES TO THE AGREEMENT. ANY PROVISION IN THIS AGREEMENT RESTRICTING JURISDICTION OR VENUE TO A FORUM OUTSIDE OF ILLINOIS OR REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE IS VOID WITH RESPECT TO ANY CAUSE OF ACTION WHICH OTHERWISE IS ENFORCEABLE UNDER THE ILLINOIS FRANCHISE DISCLOSURE ACT. HOWEVER, A FRANCHISE AGREEMENT MAY PROVIDE FOR ARBITRATION IN A VENUE OUTSIDE OF ILLINOIS. 815 ILCS 705/4 (West 2012)

4. Release of Prior Claims. Subsection 15.U. of the Franchise Agreement is deleted.
5. Actions Barred. Subsection 15.V. of the Franchise Agreement is revised to read as follows:

V. ACTIONS BARRED.

Except for claims by us for sums due, claims relating to our Marks, trade names, copyrights, trade secrets or Confidential Information, claims relating to the post termination obligations set forth in Section 14 of this Agreement or claims arising under the Illinois Franchise Disclosure Act, any and all claims and actions arising out of or relating to this Agreement (including, but not limited to, the offer and sale of the franchise covered by this Agreement), the relationship between us or your operation of the Franchise, brought by any party to this Agreement against the other, shall be commenced within one year from the occurrence of the acts or omissions giving rise to such claim or action, or such claim or action shall be barred.

6. Cancellation of Prior Understandings/Entire Agreement. Subsection 15.Y. of the Franchise Agreement is revised to read as follows:

Y. CANCELLATION OF PRIOR UNDERSTANDINGS/ENTIRE AGREEMENT.

This Agreement expresses fully the understanding by and between the parties and all prior and contemporaneous understandings, agreements, commitments, conditions, warranties and representations of any kind, oral or written, as to the Franchise (except as to information and representations submitted by you to us in application to purchase the Franchise, including, but not limited to, financial statements, references, etc. and those representations made in the MOTTO FRANCHISING Franchise Disclosure Document delivered to you by MOTTO FRANCHISING, LLC) are canceled and null, void and of no effect. Any previous matter, presently covered within this Agreement, is hereby superseded and canceled with no further liabilities or obligations of the parties with respect to such matter, except as to any monies due and unpaid between the parties to this Agreement at the time of execution of this Agreement.

7. No waiver of Illinois Franchise Disclosure Act. Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois is void. 815 ILCS 705/41 (West 2012)

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

The provisions of this Rider only apply if the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Rider and to the extent they are then valid requirements of the statute.

**IN WITNESS WHEREOF**, we and you have executed this Rider as of the day and year first above written.

MOTTO FRANCHISING, LLC  
a Delaware limited liability company

FRANCHISEE:

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

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

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

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

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

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

**ADDENDUM  
TO THE FRANCHISE AGREEMENT OF  
MOTTO FRANCHISING, LLC  
REQUIRED BY THE STATE OF NEW YORK**

The following language is added to Section 15K of the Franchise Agreement:

“However, this choice of law should not be considered a waiver of any rights conferred by the provisions of Article 33 of the New York State General Business Law”

The provisions of this Addendum only apply if the jurisdictional requirements of the New York Franchises Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

**RIDER  
TO THE FRANCHISE AGREEMENT OF  
MOTTO FRANCHISING, LLC  
REQUIRED BY THE STATE OF NORTH DAKOTA**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between MOTTO FRANCHISING, LLC (“*we*”) and \_\_\_\_\_ (“*you*”).

We and you are parties to that certain “Franchise Agreement” dated \_\_\_\_\_, 20\_\_\_\_, that has been entered into concurrently with this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider modifies the Franchise Agreement as provided below:

1. Liquidated Damages. Liquidated damages provisions such as those mentioned in Section 2.E. of the Franchise Agreement are generally considered unenforceable in the State of North Dakota.
2. Covenants Not to Compete. Covenants not to compete such as those mentioned in Section 14G of the Franchise Agreement are generally considered unenforceable in the State of North Dakota.
3. Costs and Legal Fees. Subsection 15.H. of the Franchise Agreement is amended in its entirety to read as follows:

If either party brings an action or proceeding to enforce the terms of this Agreement, the non-prevailing party shall reimburse the prevailing party for all costs and expenses incurred by the prevailing party in connection with such action or proceeding including, without limitation, reasonable attorneys' fees, arbitrators' fees, expert witness' fees and court costs, whether incurred prior to, in preparation for, in contemplation of or in connection with the filing of such action or proceeding.

4. Waiver of Punitive Damages and Jury Trial. Subsection 15.I. of the Franchise Agreement is deleted.
5. Waiver of Class Action. Subsection 15.J. of the Franchise Agreement is deleted.
6. Governing Law/Consent to Jurisdiction. The following language is added to the end of Subsection 15.K. of the Franchise Agreement:

Provided, however, that in the event there is a conflict between Colorado law and North Dakota Law, then North Dakota Law will prevail.

7. Actions Barred. Subsection 15.V. of the Franchise Agreement is deleted.
8. To the extent this Rider shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or Exhibits or Attachments thereto, the terms of this Rider shall govern.
9. 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.

10. Any provisions in the Franchise Agreement that constitute Acknowledgements, as defined in the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements adopted on September 18, 2022 and effective January 1, 2023 (“SOP”), shall not apply to prospective franchisees who are North Dakota residents or who seek to purchase a franchise located in North Dakota.
11. The provisions of this Addendum only apply if the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

**IN WITNESS WHEREOF**, we and you have executed this Rider as of the day and year first above written.

MOTTO FRANCHISING, LLC  
a Delaware limited liability company

FRANCHISEE:

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

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

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

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

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

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

**ADDENDUM  
TO THE FRANCHISE AGREEMENT OF  
MOTTO FRANCHISING, LLC  
REQUIRED BY THE STATE OF WISCONSIN**

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law.

The provisions of this Addendum only apply if the jurisdictional requirements of the Wisconsin Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.



**EXHIBIT J**

**RECURRING PAYMENT WITHDRAWAL  
AUTHORIZATION**

Motto Franchising, LLC

**RECURRING PAYMENT WITHDRAWAL AUTHORIZATION**

Please complete the following form and return to the Contract Administration Department. This form authorizes periodic withdrawals for CONTINUING SERVICE AND ROYALTY FEES, ADVERTISING AND DEVELOPMENT FUND FEES, and any other fees, charges and payments due pursuant to your Franchise Agreement, including any amendments or addenda to the Franchise Agreement, with Motto Franchising, LLC.

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

**Need more information? Call:**

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

**Return this form to:**

Billing@mottomortgage.com

**Contact Information**

Name of Franchisee: \_\_\_\_\_

Name on Account: \_\_\_\_\_ (personal or company)

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

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

Routing #: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

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

**Please submit a voided check with this form.**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## **STATE EFFECTIVE DATES**

### **State Effective Dates**

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective Date</b>
Illinois	Exempt
Indiana	Exempt
Michigan	December 7, 2023
New York	Exempt
North Dakota	Exempt
South Dakota	October 25, 2023
Virginia	Exempt
Wisconsin	

Other states may require registration, filing or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**ITEM 23**  
**RECEIPTS**

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**RECEIPTS**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Motto Franchising, 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.

**Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.**

**Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14-calendar days before the execution of a contract or the payment of any consideration.**

If Motto Franchising, 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, DC 20580 and the state agencies listed in Exhibit H.

The issuance date for this disclosure document is April 15, 2024.

The franchisor is Motto Franchising, LLC, located at 5075 South Syracuse Street, Denver, Colorado 80237. Its telephone number is (866) 668-8649.

The franchise seller(s) for this offering are:  Ward Morrison;  Adam Sartin;  Kurt Cramer; additional franchise seller(s), if applicable \_\_\_\_\_, 5075 South Syracuse Street, Denver, Colorado 80237; (866) 668-8649.

Motto Franchising, LLC authorizes the respective state agencies identified in Exhibit H to receive service of process for it in the particular state.

I received a disclosure document dated April 15, 2024, that included the following Exhibits:

<b>Exhibits</b>	
A. Franchise Agreement (including Ownership and Management Information forms, Trademark and Post-Termination/Other Obligations Acknowledgment, and Guaranty and Assumption of Obligations)	A-11 Wemlo® LBS <sup>SM</sup> Agreement
A-1. Renewal Addendum – Address Only	B. Promissory Note
A-2. Transfer Addendum	C. Financial Statements
A-3. My COI Terms of Use	D. Roster of Offices
A-4. Motto Mortgage Email User Agreement	E. Franchisees No Longer with the System
A-5. Motto Portal User Agreement	F. Office Materials – Table of Contents
A-6. Motto Web Hosting User Agreement	G. Franchise Disclosure Questionnaire
A-7. MottoSwag User Agreement	H. List of State Agencies/Agents for Service of Process
A-8. Motto Spark User Agreement	I. State Addenda and Franchise Agreement Riders
A-9. Branch Office Amendment	J. Withdrawal Authorization Form (Automatic Bank Draft)
A-10 Wemlo Processing Agreement	State Effective Dates Page
	Copies of Receipt

**PROSPECTIVE OR RENEWING FRANCHISEE:**

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

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

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

Individually and as an officer, partner or member of \_\_\_\_\_, a \_\_\_\_\_ which has been or will be formed to act as franchisee

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

**ITEM 23**  
**RECEIPTS**

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