

## FRANCHISE DISCLOSURE DOCUMENT



The Home Franchise, LLC  
dba YourHomeHub  
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St. Petersburg, FL 33704  
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(770) 549-1257

We offer qualified individuals and entities to own and operate individual unit franchises under the “YourHomeHub” names, marks, programs and systems that operate YourHomeHub™ individual unit franchises (“**Franchisees**”) that offer, sell and support membership subscriptions to the YourHomeHub powered by MooveGuru™ real estate dashboard and promote related utility connection services and automated savings services and programs under the YourHomeHub™ and YourHomeHub powered by MooveGuru™ names and marks across various real estate-related industries.

The total investment necessary to begin operation of a YourHomeHub Franchised business is from \$44,235 to \$169,485. This includes \$35,000 and \$140,000 that must be paid to us or our affiliates.

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 15 calendar days before you sign a binding agreement with, or make any payment to, us 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 Scott Oakley at **885 Woodstock Rd. Suite 430-206 Roswell, GA 30075. Or, (770) 549-1257.**

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: **September 23, 2021.**

## How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit 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 YourHomeHub™ 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 YourHomeHub™ franchisee?</b>	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

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

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by litigation in Florida. Out of state litigation may force you to accept a less favorable settlement for disputes. It may cost you more to litigate in Florida than in your home state.
2. **Short Operating History.** The franchisor is at an early stage of development and has no operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

## TABLE OF CONTENTS

	Page
ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	6
ITEM 2. BUSINESS EXPERIENCE .....	9
ITEM 3. LITIGATION .....	10
ITEM 4. BANKRUPTCY.....	10
ITEM 5. INITIAL FEES.....	10
ITEM 6. OTHER FEES .....	10
ITEM 7. ESTIMATED INITIAL INVESTMENT.....	13
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES .....	15
ITEM 9. FRANCHISE DEVELOPER'S OBLIGATIONS .....	18
ITEM 10. FINANCING.....	19
ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING .....	15
ITEM 12. TERRITORY .....	24
ITEM 13. TRADEMARKS .....	26
ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION .....	28
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS .....	28
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL .....	29
ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION.....	29
ITEM 18. PUBLIC FIGURES.....	33
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS.....	34
ITEM 20. OUTLETS AND FRANCHISEE INFORMATION.....	34
ITEM 21. FINANCIAL STATEMENTS .....	41
ITEM 22. CONTRACTS .....	41
ITEM 23. RECEIPTS .....	41

## EXHIBITS

- A – List of State Administrators/Agents for Service of Process
- B – Franchise Agreement

C – Financial Statements  
D – Operations Manual Table of Contents  
E – List of Current and Former Franchisees  
F – Information Concerning YourHomeHub™ Regional Developers  
G – State Addenda and Franchise Agreement Riders  
H – Form of General Release  
I – Guaranty and Assumption Obligations

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

We are The Home Franchise, LLC ("we," "us," or "our"). "You" means the person to whom we grant a franchise and includes all your owners if you are a corporation, partnership, limited liability company, or other entity. Your owners must sign our "Guaranty and Assumption of Obligations," making them personally responsible for all provisions of the Franchise Agreement.

### **The Franchisor**

We are a Florida limited liability company formed on April 14, 2021. Our principal business address is 656 18<sup>th</sup> Ave NE, St. Petersburg, FL 33704. We operate under the The Home Franchise, LLC and "YourHomeHub" and "YourHomeHub powered by MooveGuru" trademarks and do not intend to do business under any other names or marks. We began offering unit owner franchises in September 2021. Our registered agents for service of process are outlined in Exhibit A to this Disclosure Document. We have no other business activities and have not offered franchises in other lines of business other than those described in this Disclosure Document.

### **Our Parents, Predecessors, and Affiliates**

Mooveguru, Inc, a Georgia corporation, is our parent company, formed on September 12, 2016. Its principal address is 885 Woodstock Rd., Suite 430-206, Roswell, Georgia 30075. Mooveguru, Inc. owns and operates the MooveGuru™ software platform and dashboard (the "Dashboard") and utility connection service and automated savings program that are utilized, offered and sold by our Franchisees and provides back-end support to end-user customers to connect with various vendors and providers.

Real Estate Data, LLC, a Florida limited liability company, is our parent company, formed on April 18, 2021. Its principal business address is 201 W. Big Beaver Rd. Suite 110, Troy, Michigan 48084.

SE Michigan, LLC, a Michigan limited liability company, is our affiliate. Its principal business address is 201 W. Big Beaver Rd. Suite 110, Troy, Michigan 48084. This affiliate operates RE/MAX of Southeastern Michigan, a sub-franchisor that offers and sells RE/MAX franchises in Michigan since 2014.

Security Compliance Associates Franchise Systems, LLC. Its principal business address is 2727 Ulmerton Rd., Suite 310, Clearwater, Florida 33762. Since 2018, this affiliate has offered franchises in cybersecurity risk assessment services for credit unions, banks, hospitals, and local, state and federal agencies.

We have no predecessors. Except as disclosed above, neither our parents nor any affiliate have ever offered franchises in this or any other line of business.

We and our parents and affiliate companies do not operate a YourHomeHub Franchise, although we may do so in the future. Our two parent companies Mooveguru, Inc. and Magnus J. Sublett Trust jointly maintain a 40% equity ownership in the Regional Development Agreement for the entire states of Florida and Michigan. We have no other affiliates who offer franchises in any line of business or who provide products or services to our franchisees. We have entered into a

perpetual license and service agreement with Mooveguru, Inc. that enables us and our Franchisees to provide the MooveGuru™ Dashboard and the “YourHomeHub” and “YourHomeHub powered by MooveGuru” products and services to customers nationwide.

### **The YourHomeHub™ Franchise**

We license our Franchisees in specific territories to own and to operate franchised businesses that help us to market, offer, sell and support membership subscriptions to the Dashboard and sell related products and services to customers (collectively, the “**Services**”), such as utility connection and automated savings services and programs under the YourHomeHub™ and YourHomeHub powered by MooveGuru™ names and marks (collectively, the “**Marks**”) across various real estate-related industries, including brokerages, REALTORS, mortgage companies and mortgage originators, contractor and home service providers and other real estate channels. The Services are performed utilizing our business formats, methods, procedures, signs, designs, layouts, standards, specifications and Marks (the "System"), all of which we may improve, further develop or otherwise modify. Some of these Franchises may be owned and operated by you or your affiliates.

As a Franchisee you will operate from your office (the "**Office**") at home or from an office location approved by us throughout the term of your Franchise Agreement. We refer to your franchised business that operates under the Franchise Agreement as the “Franchise” or “Franchisee.” We offer and sell the Franchises under this disclosure document. If you acquire a Franchise, you must operate your Franchise as outlined in this franchise disclosure document and the Franchise Agreement. As of the issuance date of this Disclosure Document, we do not have any Franchises.

You receive an Ongoing Revenue Share of 10-20% (the “Ongoing Revenue Share”) of the Net Subscription Revenues that we actually receive from eligible Unit Owner franchisees for the Dashboard or “YourHomeHub” product. “Net Subscription Revenues” means revenues collected by us for membership subscriptions for the YourHomeHub powered by MooveGuru™ Dashboard, who pay us a minimum of \$49.95 monthly, net of actual discounts, refunds or rebates allowed to the customer. We reserve the right to charge an initial set up fee and/or to change or increase the subscription fees on occasion in our sole discretion. The schedule for the Ongoing Revenue Share is as follows for each Marketing Territory, you are paid the following based on the percentage of REALTORS® that are paying Dashboard monthly subscribers compared to the total number of REALTORS® within the Marketing Territory: 10% for up to 5% of REALTORS® that fee paying Dashboard monthly subscribers and; you will earn 12% from over 5% up to 7%, and 14% from over 7% to 10%, and 16% from over 10% up to 13%; 18% from over 13% to 15%; and, 20% from over 15% of REALTORS® within the Marketing Territory that are fee paying Dashboard monthly subscribers.

As an example, for a Marketing Territory of 5,000 REALTORS® you are paid the following: 10% up to 250 fee paying Dashboard monthly subscribers and; you will earn 12% from 251 to 350, and 14% from 351 to 500, and 16% from 501 to 650, and 18% from 651 to 750 and, 20% from 751 and above for each paying Dashboard enrolled paying member of a minimum of \$49.95 monthly per 5,000 REALTORS®.

We also pay to you 2% of the utility commissions generated from the customers of Dashboard subscribers within the Marketing Territory that are recruited by you. We also pay to you 6.5% of the monthly service professional advertising fees and the service professional lead generation fees



collected from vendors within the Marketing Territory. We and our affiliates retain all rights with respect to compensation, the Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire.

### **The Regional Developer Representatives**

We currently offer, through a separate disclosure document, the right to operate Regional Developer franchises that serve as our sales and service representatives to help us to sell, service, train, and support Franchisees within a given territory. As our representatives, they provide some of the training and support services on our behalf, as required under the relevant franchise contracts within their territory. They receive payments or commissions based on initial and ongoing fee payments that we collect from customers and from franchisees within the relevant territory. Exhibit F contains disclosures and information concerning our YourHomeHub™ Regional Developer representatives. We currently have Regional Developers in: Florida, Georgia, Kentucky, North Carolina, Ohio, South Carolina, and Tennessee. This Regional Developer offering is made through a separate franchise disclosure document and are only offered in a franchise registration state after the Regional Developer offering is registered in that state.

### **Market and Competition**

The market for real estate dashboards (including homeowner and real estate agent dashboards) and related software platforms, memberships, and subscriptions is developing and competitive. Similarly, the market for utility connection and automated savings services, programs for real estate and contractor and home service providers and for their consumer customers is developing and competitive. You will compete with other real estate software platforms, and other technology companies, utility connection companies, both within and outside the real estate industry. You may face competition from other YourHomeHub™ franchisees, from outlets that we or our parents or affiliates own or control, or from other channels of distribution that we control. As a Franchisee, your potential sales and revenues will come from real estate, mortgage, contractors and other home service professionals and business including; anything in the Franchise Agreements to the contrary notwithstanding,

### **Laws and Regulations**

We are not aware of any laws or regulations pertaining specifically to the marketing, offer and sale of membership subscriptions to the Dashboard or related services or products, such as selling of utility connection and automated savings services and programs. It is your responsibility to investigate and to comply with all federal, state, and local rules, regulations and ordinances that apply.

You may not acquire a Franchise in a franchise registration state until we have effectively registered the Franchise offering in that state.

## **ITEM 2. BUSINESS EXPERIENCE**

### **Chief Executive Officer: Scott Oakley**

Mr. Oakley has been our CEO in Roswell, Georgia since April 2021. Mr. Oakley has been the founder and CEO of our parent Mooveguru, Inc. in Roswell, Georgia since 2014.

### **Board of Directors, Director: Magnus Sublett**

Mr. Sublett has been a member of our Board of Directors and serves as our Manager in Troy, Michigan since April 2021. Mr. Sublett has been the managing member for our parent Real Estate Data, LLC since April 2021. Mr. Sublett has been Chief Executive Office, Regional Owner, and managing member of our affiliate SE Michigan, LLC (RE/MAX of Southeastern Michigan), a sub-franchisor for RE/MAX, LLC, in Troy, Michigan since March 2014 and in various other management and officer capacities since 1998. Mr. Sublett has been the Co-Chief Executive Officer, Co-Founder, and managing member of Security Compliance Associates Franchise Systems since September 2018. He was Chief Executive Officer of Full House Mortgage Connection in Troy, Michigan from December 2015 to September 2016. He served as the Chief Executive Officer of Title Holdings Inc. in Birmingham, Michigan from June 2015 until 2018. He served as the Chief Executive Officer of Lenders Agency, Inc. in Birmingham, Michigan from June 2015 until 2018. He served as the Managing Member of Complete Title Services, LLC in Birmingham, Michigan from June 2015 until June 2018.

### **Chief Financial Officer: Greg Little**

Mr. Little has been our CFO in Troy, Michigan since April 2021. Mr. Little was Chief Financial Officer of Full House Mortgage Connection in Troy, Michigan from February 2016 to September 2016. He has been Chief Financial Officer of SE MICHIGAN, LLC (RE/MAX of Southeastern Michigan), a subfranchisor of RE/MAX, LLC, in Troy, Michigan since January 2015. He has been Chief Financial Officer of SE Michigan Holdings, Inc. in Troy, Michigan since January 2015. He has been Chief Financial Officer of RE/MAX Detroit Metro, Inc. in Troy, Michigan since January 2015. He has been Chief Financial Officer of RE/MAX Broker Services, Inc. in Troy, Michigan since January 2015. He served as Chief Financial Officer of Title Holdings Inc., in Birmingham, Michigan from June 2015 until 2018. He served as Chief Financial Officer of Lenders Agency, Inc. in Birmingham, Michigan from June 2015 until 2018. He served as Chief Financial Officer of Complete Title Services, LLC in Birmingham, Michigan from June 2015 until 2018.

### **President: Kathleen Kuhn**

Ms. Kuhn has been our President in Roswell, Georgia since November 2021. She served as our Chief Strategy Office in Roswell, Georgia from May 2021 to October 2021. Ms. Kuhn has served as our parent Mooveguru, Inc.'s President in Roswell, Georgia since November 2021. She served as our parent's Chief Strategy Officer in Roswell, Georgia from April 2021 to October 2021. From June 2020 to Feb 2021, she served as President of HM Services, LLC, a Neighborly Company in Somerville, New Jersey. From May 2019 to June 2020, she served as President and CEO of Master Home Services, LLC dba HouseMaster Home Inspection and PatchMaster Drywall Repair in

Somerville, New Jersey. She served in the same role for the company’s predecessor HouseMaster, LLC /DBR Franchising LLC from in Ewing and Somerville, New Jersey from October 2013 to May 2019.

**ITEM 3. LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4. BANKRUPTCY**

No bankruptcies are required to be disclosed in this Item.

**ITEM 5. INITIAL FEES**

You must pay to us a non-refundable initial fee (the "Initial Franchise Fee") in a lump sum when you sign the Franchise Agreement. The minimum Initial Franchise Fee is **\$35,000** for up to the first 5,000 licensed REALTORS® in your Marketing Territory. The Initial Franchise Fee increases by \$7.00 for every additional licensed REALTOR® beyond 5,000 within your Marketing Territory. In the event that you and we agree to an approved Marketing Territory that consists of less than 5,000 licensed REALTORS®, we will reduce the Initial Franchise Fee pro rata at the rate of \$7.00 per agent for each agent under 5,000. The entire Initial Franchise Fee is paid when you sign the Franchise Agreement. The number of licensed REALTORS® in your Marketing Territory will be determined based on various sources such as, purchased lists, local Board of REALTOR®-count data from the local state REALTORS®, state commissions and/or as published by the National Association of REALTORS® (“NAR”), or counties or zip codes that covers your Marketing Territory. We anticipate that the maximum REALTOR® count in any Franchisee Marketing Territory will be 20,000, which equates to a maximum anticipated Initial Franchise Fee of \$140,000.

The Initial Franchise Fee and other fees payable under the Franchise Agreement are fully earned when paid and are not refundable under any circumstances. The Initial Franchise Fee is uniform as to all franchisees currently purchasing a Franchise.

**ITEM 6. OTHER FEES**

<b>Type of Fee<sup>(1)(2)</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Setup Fee	50% of the amount of Setup Fees Collected	Currently, our policy is to make this payment to you no later than the 20 <sup>th</sup> day of the month for the fees collected in the preceding month.	We and our affiliates reserve the right to charge a one-time setup fee of up to \$99.00 per Subscription. As long as you are in compliance with the Franchise Agreement, we will pay to You 50% of the amount of any such setup

Type of Fee <sup>(1)(2)</sup>	Amount	Due Date	Remarks
			fees collected by us within the Marketing Territory. We reserve the right to change or increase the Set Up fees on occasion in our sole discretion.
Technology Fee <sup>(3)</sup>	\$195 per month, plus any applicable taxes	Due on the 1 <sup>st</sup> business day of each month	You must pay us a monthly fee for our costs associated with the creation, maintenance and ongoing development of the technology used for the System.
Additional Training or Assistance beyond initial training provided by us.	As set by us or our affiliate (not to exceed \$2,000 per person per day)	When training or assistance begins	We provide initial training for up to 2 people at no cost (see Item 11) we may charge you for initial training of more than 2 people; for training newly-hired personnel; for refresher training courses; and for additional or special assistance or training you need or request. You must pay for all related travel and living expenses in connection with attending all training courses
Transfer	\$5,000	Before transfer completed	No charge if Franchise Agreement transferred to an entity you control and own 100% of the equity and voting power
Renewal	\$10,000	Not less than sixty (60) days prior to the amount of commencement of successor term	You must meet certain conditions to have the option to renew
Product and Service Purchases	See Item 8	See Item 8	You will buy products and services from us; our affiliates; designated and approved vendors whose items meet our standards and specifications; and/or other suppliers to the industry
Operations Manual	\$500	Immediately upon receipt of invoice	Due only if the Operations Manual is stolen, lost or destroyed
Computer Systems, Maintenance, and Support	Costs of service	As incurred	We or a third party may charge you a fee for any proprietary hardware or

Type of Fee <sup>(1)(2)</sup>	Amount	Due Date	Remarks
			software or technology that we, our affiliates or a third party licenses to you and for other maintenance and support services that we or a third party might provide in the future, based on our specific standards or requirements; we do not currently provide these services but may charge you for them if we choose to provide them in the future .
Audit	Cost of inspection or examination	15 days after billing	Due if you do not give us reports, supporting records, or other required information.
Interest	18% of amount owed to us or highest commercial contract interest rate law allows	15 days after billing	Due on all overdue, past due amounts
Insurance	You must reimburse our costs	15 days after billing	If you fail to obtain insurance we require or required by law, we may obtain insurance for you and you must reimburse us
Insufficient Funds Processing Fee	\$100	As incurred	Due if you have insufficient funds in your bank account to cover a payment, or, if you pay by check, a check is returned for insufficient funds
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Due when you do not comply with the Franchise Agreement
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims from your Franchise operation

(1) Except as otherwise noted above, all fees payable to us or our affiliates may be modified by us from time to time without your approval. Those fees will be no greater than the fees then being charged to new franchisees. Unless otherwise noted, all fees in the above table are payable to us or our affiliates. All fees in the above table are not refundable. Each person (and her spouse), corporation, partnership, limited liability company or other entity that owns, directly or indirectly, a five percent (5%) or greater equity interest in the franchised entity must sign a Guaranty and Assumption of Obligations, in the form of Exhibit I (the “**Guaranty Agreement**”), in which he/she agrees to perform, and guarantees, all of business obligations to us and our affiliates (including the obligations under the Franchise Agreement), and agrees to be bound by the restrictive covenants, the

confidentiality provisions and certain other provisions contained in the Franchise Agreement. You must pay all amounts due by automatic debit. You will be required to execute an ACH Authorization Form permitting us to electronically debit your designated bank account for payment of all fees payable to us as well as any amounts that you owe to us or our affiliates for the purchase of goods or services. You must ensure that there are sufficient funds available in your account for withdrawal before each due date.

- (2) Before your Franchise begins operating, you must sign and deliver to us the documents we require to authorize us to debit your business checking account automatically for the Technology Fee due under the Franchise Agreement as deemed necessary by us. We will debit your business checking account for these amounts on their due dates. Funds must be available in your business checking account for withdrawal. We may require payment other than by automatic debit, and you must comply with our payment instructions.
- (3) We may increase each of the Technology Fee by up to ten percent (10.0%) every year.

## ITEM 7. ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure <sup>(1)</sup>	Amount	Method of Payment	When Due	To Whom Payment is to be made
Initial Franchise Fee <sup>(2)</sup>	\$35,000 - \$140,000	Lump Sum	Upon signing Franchise Agreement	Us
Computer System and Telephone <sup>(3)</sup>	\$750 - \$2,000	As Agreed	As Incurred	Outside Suppliers
Business License and Permits	\$0 - \$1,000	As Agreed	As Incurred	Government Agencies
Professional Fees	\$1,500 - \$2,500	As Agreed	As Incurred	Lawyers, Accountants and other Advisors
Opening Inventory and Supplies <sup>(4)</sup>	\$100 - \$500	As Agreed	As Incurred	Outside Suppliers
Training Expenses (out- of-pocket costs for 2 people)	\$1,000 - \$2,000	As Incurred	As Incurred	Third Unit Parties

<b>Type of Expenditure<sup>(1)</sup></b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be made</b>
Insurance – 3 months <sup>(6)</sup>	\$300 – \$900	As Incurred	As Incurred	Insurance Company
Additional Funds – 3 months <sup>(7)</sup>	\$5,585 - \$20,585	As Agreed	As Incurred	State Agencies; Us
<b>TOTAL ESTIMATED INITIAL INVESTMENT<sup>(8)</sup></b>	<b>\$44,235 to \$169,485</b>			

### **Explanatory Notes**

- (1) These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Franchise. Our estimates are based on our management’s experience in operating franchise systems and the current requirements for Franchisee’s. The actual investment you make in developing and opening your Franchise may be greater or less than the estimates given depending upon the location of your Franchise, and current relevant market conditions. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations. The estimated initial investment assumes you operate your Franchise from your home. All amounts listed in the above table are nonrefundable.
- (2) We describe the Initial Franchise Fee in Item 5. Your Initial Franchise Fee will be between \$35,000 and \$140,000. See Item 5 for more information on the Initial Franchise Fee.
- (3) You must purchase a Computer System (defined in Item 11) that meets our required specifications. We recommend that you have 2 phone lines. We estimate that your purchase of the Computer System and the costs of setting up your phone lines will be between \$750 and \$2,000, depending on whether you purchase or the Computer System. See Item 11 for more information.
- (4) You must purchase an initial supply of office supplies, including business cards from one of our approved vendors.
- (5) You must obtain and maintain certain types and amounts of insurance. (See Item 8) Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, number of employees, square footage, location, business contents, and other factors bearing on risk exposure. The estimate contemplates pre-paid, pre-opening insurance costs for 3 months.

- (6) You must have the ability to sell membership subscriptions to the Dashboard and related products and services, such as utility connection and automated savings services and programs across various real estate-related industries, including brokerages, REALTORS, mortgage companies and mortgage originators, contractor and home service providers and other real estate channels. Franchises, under the Franchise Agreement, requires the preparation, amendment, registration or filing of any information or documents with any regulatory authority, the information and documents will be prepared, amended, registered or filed by us or our designee before you open. The costs and expenses of that preparation, amendment, registration or filing, and any additional costs and expenses incurred by us in connection with the Marketing Territory, may be borne by you. We anticipate that some franchisees will incur no such costs and expenses.
- (7) We estimate that the initial phase covered by the additional funds estimate to be approximately 3 months. Our estimates are based on our management's experience in operating franchise systems and the current requirements for franchisees. This item estimates your initial startup expenses (other than the items identified separately in the table). These expenses may include; advertising, equipment; installations; utility costs; incorporation fees; materials; and any unforeseen incidental expenses related to facilities improvements. We anticipate that some franchisees will incur no costs and expenses in certain categories, such as where the franchisee already has sufficient computer equipment and proper business licenses and permits. The estimate also includes Technology Fees (\$195 per month, plus any applicable taxes) due under the Franchise Agreement for the first 3 months. These estimates are based on our management's experience in operating other franchise systems and the current requirements for RD's Your costs depend on how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local, regional and national market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.
- (8) You should review these figures carefully with a business advisor before deciding to acquire the franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of market financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

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

You must operate the Franchise according to our System Standards. System Standards may regulate, among other things, the types, models, and brands of fixtures, furniture, equipment (including required or recommended computer hardware or software), furnishings, and signs (collectively, "**Operating Assets**"); other equipment and supplies you must use in operating the Franchise; unauthorized and prohibited products, equipment, and services; inventory requirements; and designated and approved suppliers of Operating Assets and other items.

In the case of Operating Assets, suppliers could, at our option, be limited to us, our affiliates, and/or other specified exclusive sources, in which case you would have to buy such Operating Assets only from us, our affiliates, and/or the other specified exclusive sources at the prices we or



they decide to charge. We have the absolute right to limit the suppliers and vendors with whom you may deal. Neither we nor any of our affiliates are currently the only approved suppliers for any of the products that you must use in operating the Franchise. There are currently no suppliers in which any of our officers owns an interest.

You currently must purchase or lease certain Operating Assets from designated suppliers. We currently require that you own and utilize a desktop or laptop computer and have access to high-speed internet with the capability to host conference calls and communicate with us and customers and to utilize a YourHomeHub email address. Other than this, there are no specific computer hardware or software requirements or required purchases. There are no other goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate or comparable items for establishing or operating the Franchise that you currently must buy or lease from us (or an affiliate) or designated suppliers.

To maintain the quality of the products and services that Franchisee's market and sell and our system's reputation, we may condition your right to buy or lease goods and/or services (besides those described above that you may obtain only from us, our affiliates, and/or other specified exclusive sources) on their meeting our minimum standards and specifications and/or being acquired from suppliers that we approve. We will issue and modify System Standards based on our and our franchise owners' experience in operating Franchises. Our System Standards will impose minimum requirements for production, performance, reputation, prices, quality, design, and appearance. Our Operations Manual or other communications will identify our System Standards. We will notify you and, where appropriate, the suppliers, of our System Standards. There might be situations where you can obtain items from a supplier who can satisfy our requirements and, therefore, would be an approved supplier.

If we institute any type of restrictive sourcing program and you want to use any item or service that we have not yet evaluated, or to buy or lease from a supplier that we have not yet approved or designated, you first must send us sufficient information, specifications, and samples so that we can determine whether the item or service complies with System Standards or the supplier meets approved supplier criteria. We will make available to Franchisees the relevant approval criteria upon reasonable request. We may charge you or the supplier a reasonable fee for the evaluation and will decide within a reasonable time (no more than 120 days). We periodically will establish procedures for your requests and may limit the number of approved items, services, vendors, and/or suppliers as we think best.

Supplier approval might depend on product quality, delivery frequency and reliability, service standards, financial capability, customer relations, and/or concentration of purchases with limited suppliers to obtain better prices and service. We and our affiliates have the right to receive payments or other consideration from suppliers on account of their actual or prospective dealings with you and other franchise owners and to use all amounts that we and our affiliates receive without restriction (unless we and our affiliates agree otherwise with the supplier) for any purposes we and our affiliates deem appropriate. Supplier approval might be temporary until we evaluate the supplier in more detail. We may inspect a proposed supplier's facilities during and after the approval process to make sure that the supplier meets our System Standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier, product, or service. We may charge you the greater of

\$1,000 or our actual cost of inspection and testing of services and products in connection with our evaluation and approval or disapproval of proposed suppliers.

Insurance. Besides these purchases or leases, we require you to obtain and maintain, at your own expense, the insurance coverage that we periodically prescribe and satisfy other insurance-related obligations. We currently recommend that you obtain professional liability insurance for the Franchise and comprehensive public liability, general liability, employment practices liability insurance, product liability and motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring from the Franchise operation, including cybersecurity insurance, and E&O insurance, all containing the minimum liability coverage we may recommend, worker's compensation insurance as required by law, and any other coverage required by law or your lease. Currently, we recommend at least the following minimum insurance policy coverages for your operation of the Franchise: professional general liability and broad form contractual liability insurance to cover errors, omissions or negligent acts of at least \$1,000,000 aggregate per policy year, which may not have a deductible or self-insured retention of over \$5,000. In addition to the insurance above, you should purchase fire and extended coverage insurance, and you should purchase builders' or contractors' insurance and performance and completion bonds in connection with any construction, refurbishing or remodeling of the Office. Premiums depend on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name us as an additional insured party.

Advertising Materials. Before you use them, you must send us for review samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved. If you do not receive written approval within 90 days after we receive the materials, they are deemed to be disapproved. You may not use any advertising, promotional, or marketing materials that we have not approved or that we have (or were deemed) disapproved.

Office Development. We recommend that you operate from your home office. However, you are responsible for developing the Office from which you choose to operate the Franchise. The Office may be located in the same office of an existing business. We reserve the right to give you mandatory and suggested specifications and layouts for a Franchise office, including requirements for dimensions, design, image, interior layout, decor, and color scheme. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those Arising under the Americans with Disabilities Act ("**ADA**") or similar rules governing public accommodations for persons with disabilities. You must prepare a site survey and all required construction plans and specifications for the Office's site and make sure that they comply with the ADA and similar rules, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. We reserve the right to review and approve all final plans and specifications before you begin constructing the Office and all revised or "as built" plans and specifications during construction. Our review is only to ensure your compliance with our design requirements. We may inspect the Office during its development.

Office Site. We do not anticipate a situation where we would own the site and lease it to you for your operation of the Franchise. While we recommend that you operate the franchised business from a home office, we have the right to approve the Office's lease or sublease and to require that it include certain provisions (listed in Section 8.14 of the Franchise Agreement).

We and our affiliates may derive revenue from products and services that you are required to purchase. This revenue can result from sales by us or our affiliate to our Franchisees of products bearing our Marks, certain marketing and brand development services, and rebates from third-party suppliers. In fiscal year 2020, neither we nor our affiliates have received any revenue from franchisee purchases or rebates from any suppliers, but we may do so in the future.

We estimate that purchases from us, our affiliate, or approved suppliers will be from 0 to 10 percent of the total purchases you make to establish your franchise. We estimate that purchases from us, our affiliate, approved suppliers will be from 0 to 10 percent of the total purchases you make to operate your franchise.

There currently are no purchasing or distribution cooperatives. We may negotiate purchase Arrangements with suppliers (including price terms). We do not currently provide material benefits to Franchise owners (for example, renewal or granting additional franchises) based on their purchase of particular products or services or use of particular suppliers.

You must solicit and provide services according to our standards and guidelines and all applicable laws.

#### ITEM 9. FRANCHISEE OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease (optional)	Section 8.14	Items 7, 8 and 12
b. Pre-opening purchases/leases	Sections 8.3, 8.14 and 19.1	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Section 8.14	Items 7, 8 and 11
d. Initial and ongoing training	Sections 7.1, 7.2 and 7.4	Items 6 and 11
e. Opening	Section 8.14	Item 11
f. Fees	Sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.8, 6.5, 7.1, 7.2, 7.3, 7.4, 8.1, 8.10, 8.13, 14.3, 14.5, 15.2, 18.2 and 20.7	Items 5, 6, 7, 8, 11 and 12
g. Compliance with Standards and policies/operating manual	Sections 7.3, 7.4, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.15 and 11.3	Items 8 and 11
h. Trademarks and proprietary information	Section 2.2 and Articles 9 and 12	Items 13 and 14
i. Restrictions on products/services	Sections 8.2, 8.3, 8.4 and 8.5	Items 8 and 16

Obligation	Section in Franchise Agreement	Disclosure Document Item
offered		
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Section 8.1	Item 12
l. Ongoing product/service purchases	Sections 8.3, 8.14 and 19.1	Items 8 and 11
m. Maintenance, appearance, and remodeling requirements	Sections 8.14 and 11.3	Items 11 and 13
n. Insurance	Article 19 of Franchise Agreement	Items 6, 7 and 8
o. Advertising	Section 8.4 and Article 11	Items 6, 7 and 11
p. Indemnification	Section 18.2	Item 6
q. Owner's Participation/ Management/Staffing	Section 8.12	Items 11 and 15
r. Records and reports	Sections 8.11, 8.17, 21.1, 21.2 and Article 13	Not Applicable
s. Inspections and Audits	Article 21	Items 6 and 11
t. Transfer	Article 14	Item 17
u. Renewal	Section 4.1 and Article 15	Item 17
v. Post-termination obligations	Article 17	Item 17
w. Non-competition covenants	Article 17	Item 17
x. Dispute resolution	Article 20	Item 17
y. Other (Personal Guaranty)	Attachment to Franchise Agreement	Item 15

## ITEM 10. FINANCING

We do not offer direct or indirect financing and do not assist in providing financing for you. We do not guarantee any your notes, leases or financial obligations you may incur in setting up and operating your franchise.

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

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

Before you begin operating the Franchise, we will:

1. Determine your Marketing Territory (see Item 12), and give you standards and specifications you must follow. (Franchise Agreement – Sections 3.1 and 8.1)
2. We recommend that you establish a home-based office (the “Office”). However, your Office may be located within an existing business, if you choose not to operate from your home. If you chose a non-home office location, the Office must be approved in writing by us. The site location for your Office must meet our criteria for demographic characteristics; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; insurance coverage; size; appearance; ability to access and utilize a conference room; and other physical and commercial characteristics. We may provide you mandatory and suggested specification and layouts for a non-home Office, including requirements for design, image, interior layout, décor, fixtures, equipment, signage, furnishings and color scheme and use reasonable efforts to assist you in designating the location of the Office, although we will not conduct site selection activities for you. We do not anticipate a situation where we would own the site and lease it to you for the Office. If we and you cannot agree on an acceptable site and you do not open your Office within 60 days following the Effective Date, we may terminate the Franchise Agreement. (Franchise Agreement - Sections 8.14 and 16.2).
3. Identify the Operating Assets, equipment and supplies that you must use to develop and operate the Franchise, the minimum Standards and specifications that you must satisfy, and the designated and approved suppliers from whom you must or may buy or lease these items (which may be limited to and/or include us, our affiliates, and/or other specified exclusive sources). (Franchise Agreement - Section 8.14)
4. Provide you access to the Operations Manual via an electronic format. (Franchise Agreement - Section 4.D.)
5. Train you (or your managing owner) and your Franchise Manager. (Franchise Agreement - Section 7.1) We describe this training later in this Item.

During your operation of the Franchise, we will:

1. Set the prices for the Dashboard membership subscriptions in our sole discretion and the utility commissions generated from the customers of Dashboard subscribers within the Marketing Territory that are recruited by you and the monthly service professional advertising fees and the service professional lead generation fees collected from vendors. (Franchise Agreement – Sections 6.1 to 6.5)
2. Give you, at your request (and our option), additional or special guidance, assistance, and training. (Franchise Agreement - Sections 7.2 and 7.4)

3. Continue to provide you access to the Operations Manual, which could include, compact discs, computer software, other electronic media, and/or written materials. The Operations Manual contains mandatory and suggested specifications, Standards, operating procedures, and rules ("**System Standards**") that we periodically require. We may modify the Operations Manual periodically to reflect changes in System Standards. (Franchise Agreement - Section 7.3) The Operations Manual has a total of 84 pages. The table of contents for the Operations Manual is found in Exhibit D to this disclosure document.
4. Issue and modify System Standards for Franchises. We periodically may modify System Standards, which may accommodate regional or local variations, and these modifications may require you to invest additional capital in the Franchise and/or incur higher operating costs. (Franchise Agreement - Section 7.3)
5. Inspect the Office, if not being conducted from your home office, and observe the Franchise operation to help you comply with the Franchise Agreement and all System Standards.(Franchise Agreement -Section 21.3)
6. Let you use our confidential information. (Franchise Agreement - Article 9)
7. Let you use our Marks. (Franchise Agreement – Section 2.2 and Article 12)
8. Periodically offer refresher training courses. (Franchise Agreement - Section 7.4)

#### Your Local Advertising

You must participate at your own expense in all advertising, promotional and marketing programs that we require. Your local advertising and promotion must follow our guidelines. All advertising and promotional materials that you develop for your Franchise must contain notices of our 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 Franchise or displays any of the Marks without our prior written approval. We alone may establish, maintain, modify or discontinue all internet, world wide web and electronic commerce activities pertaining to the System, including through the use of a page or profile on a social media Website such as Facebook, Twitter, etc.

All advertising, promotion, marketing, and public relations must be completely clear, factual, and not misleading and conform to both the highest Standards of ethical advertising and marketing and the policies that we periodically require. Before you use them, you must send us or our designated agency for review samples of all advertising, promotional, marketing, and public relations materials that we have not prepared or previously approved. Promotional material includes materials you provide on a Website or similar medium. If you do not receive written disapproval within 5 days after we or our designated agency receives the materials, they are deemed to be disapproved. You may not use any advertising, promotional, marketing, or public relations materials that we have not approved or have disapproved.

We do not require Franchisee's to participate in a regional cooperative advertising program or any other advertising fund. We do not have a franchise owner advisory council that advises us on advertising policies.

## Computer System

You must obtain and purchase for your franchise business computer system containing the hardware and/or operating software we may specify or that we recommend (the "**Computer System**"). You may only use the Computer System for the Franchised Business; you may not use the Computer System for an Existing Business (if applicable). The Computer System currently includes: a desktop or laptop computer. You will obtain the Computer System from a designated vendor. We estimate that your purchase of the Computer System will cost approximately \$750 - \$2,000. There may be additional software required to perform the contractual services, and these may be subject to potential fees.

For each Franchise, we may, at our discretion, configure your Computer System, which you purchase from a third party, to ensure system integrity. The types of data to be generated or stored in the Computer System will be limited to business-related purposes described in the Operations Manual.

You must pay for ongoing maintenance and repairs to the Computer System, as well as any upgrades and updates that we require. We estimate that the current annual cost to do so is approximately \$100 to \$500. We reserve the right to change the Computer System at any time. We and our affiliates need not assist you with ongoing maintenance, repairs, upgrades, or updates or to reimburse you for any of these costs. We will have independent access to the information and data generated by the Computer System. We 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.

## Opening

We estimate that it will be 30-90 days after you sign the Franchise Agreement before you begin operating your Franchise. The specific timetable for beginning to operate the Franchise depends on the delivery schedule for equipment and supplies; completing initial franchisee training; 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 Franchise. You may not begin operating the Franchise until: (1) we notify you in writing that the Franchise meets our Standards and specifications; (2) you (or your managing owner) and your Franchisee Manager complete initial training to our satisfaction; (3) you pay the Initial Fee and other amounts then due to us; and (4) you give us certificates or other evidence we require for all insurance policies we may require. Subject to these conditions, you must begin operating the Franchise within 120 days after the Effective Date of the Franchise Agreement. (Franchise Agreement - Section 2.D)

## Franchise Owner Training Program

You or your Franchise Manager must attend our in-person Training Program before you begin operating your Franchise (currently held in Atlanta, Georgia area). We reserve the right to conduct training remotely or online, using a service such as Zoom conference or an equivalent online conference provider. The training program is provided to you at no additional charge. You may

also send up to one additional person who will participate in the Franchise to attend and complete the online Zoom conference or an equivalent online conference provider Training Program at no additional charge. We will provide approximately 2-3 days of training (although the specific number of days depends on our opinion of your experience and needs). You must notify us in writing of the name(s) of the individual(s) that will attend the Training Program at least 10 days before the Training Program commences. If you or your Manager or other attendees cannot complete the Training Program to our satisfaction within 90 days after the Effective Date of your Franchise Agreement, we may terminate the Franchise Agreement. Further, we are currently hosting all training programs in person and online until further notice in a location prescribed by us. If the training programs are held in person, you must pay for all travel and living expenses that you (or your managing owner) and your employees incur and for your employees' wages and workers' compensation insurance in traveling to and from our training facility or the location we designate. (Franchise Agreement - Section 7.1)

Additional people beyond the attendees we require may attend initial training if you pay our then current training charge for each additional person. You also must pay for all travel and living expenses that you (or your managing owner) and your employees incur and for your employees' wages and workers' compensation insurance in traveling to and from our training facility or the location we designate. We are currently hosting all training programs online until further notice or until it is safe to conduct our initial franchisee training programs in a location prescribed by us. This will provide you as a new franchisee a reduction in your initial startup expenses as no transportation and hotel costs are incurred as long as our initial Franchisee training programs remain online.

As of the date of this Disclosure Document, we provide the following training for Franchise Owners:



## Franchisee Training Program

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Welcome and Introductions/Agenda Review	2	0	Online via a conferencing solution or Atlanta, Georgia Area(See Note 1)
Overview of Real Estate markets, dashboard	6	0	Online via a conferencing solution or Atlanta Georgia Area (See Note 1)
Training on Dashboard Sales Functions/Processes	4	0	Online via a conferencing solution or Atlanta, Georgia Area(See Note 1)
Product Training	4	0	Online via a conferencing solution or Atlanta, Georgia Area(See Note 1)
Review of external and internal service offerings	2	0	Online via a conferencing solution or Online via a conferencing solution or Atlanta, Georgia Area(See Note 1)
Q&A on service offerings and sales procedures. Review of Program	3	0	Online via a conferencing solution or Atlanta, Georgia Area(See Note 1)
Total	21	0	

1. The initial training program will be conducted in person at this time. We reserve the right to host this training online at our discretion.

Scott Oakley and Kathleen Kuhn or our qualified designee will oversee the initial training program. Mr. Oakley has served as our CEO since May 2021 and CEO for our parent Mooveguru, Inc. since 2014 and has managed franchisee and non-franchisee teams in multiple roles. Ms. Kuhn has served as our President since November 2021 and served as our Chief Strategy Officer from May 2021 to October 2021 and has managed franchisees in multiple roles, including as an executive for an international franchise system.

We may have additional staff who may assist in conducting initial training as well. We expect that all other staff who assist in conducting initial training will have the appropriate years of experience (and at least one year) in their relevant subject areas. We use manuals (including the Operations Manual), presentations, training guides and handouts in our training program.

You (or your managing owner), your Franchise Manager and/or other previously trained and experienced employees must attend and complete to our satisfaction various training courses for Franchise owners that we periodically provide either online or in-person at the times and locations we designate. Besides attending these courses, we may require you to attend an annual national meeting of all Franchise owners at a location we designate. We will not require in-person attendance at the annual meeting for more than 5 days during any Calendar year. You are responsible for all related travel and living expenses and wages incurred in connection with attending these online and in- person courses and meetings. However, we are currently hosting all training programs online until further notice or until it is safe for classroom training activities. (Franchise Agreement – Section 7.4)

We may require that your Franchise employees complete initial and ongoing training programs to our satisfaction. We may charge you a fee for training employees. You are responsible for all related travel and living expenses and wages incurred in connection with attending these training programs. However, we are currently hosting all training programs online until further notice or until it is safe. (Franchise Agreement – Section 7.4)

## **ITEM 12. TERRITORY**

You will operate the Franchise only within the Marketing Territory outlined in your Franchise Agreement. The standard Marketing Territory typically consists of up to 5,000 REALTORS® and is generally defined and identified by zip code, county, or other geographic boundaries. Boundary configurations may vary. So long as you are not in default under your Franchise Agreement with us and in good standing, we will not sell another YourHomeHub™ franchise in your Marketing Territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control or enter into agreements. You may operate your Franchise within the Marketing Territory and may not relocate your Office (should you have one outside of your home) without our approval. We will not approve relocation unless the new proposed location meets our criteria for site selection described above in Item 11. We will describe the Marketing Territory in a schedule to the Franchise Agreement before you sign it. You may market, solicit, and recruit within your Marketing Territory only to those customers and businesses that we authorize, currently including REALTORS, Real estate Brokerages, Mortgage Brokers, Contractors and other real estate home service providers. You have no options, rights of first refusal, or similar rights to acquire additional franchises within the Marketing Territory.

For all monthly Dashboard subscriptions you sell within your Marketing Territory and who pay a minimum of \$49.95 monthly, we will compensate you by paying you the revenue share payments outlined in the Franchise Agreement. We reserve and retain:

- (1) the right to own, operate and situate Franchises anywhere outside the Marketing Territory, as we or our affiliates consider appropriate and regardless of proximity to an existing Franchise;
- (2) the right to directly sell any amount of Dashboard subscriptions in any marketing area or grant any type of franchises, licenses, contracts, and/or enter into joint venture agreements for the operation of a Franchisee's Business and/or Franchise anywhere within and outside the Marketing

Territory, as we or our affiliates consider appropriate and regardless of proximity to an existing Franchise;

(3) the right to develop, market, own, operate or participate in any other business under the Marks or any other trademark inside and outside the Marketing Territory;

(4) the right to purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that network's, chain's or business's facilities, and to operate those businesses and/or facilities as Franchisee's operating under the Marks or any other trademark following the purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which may be anywhere within the Franchisee's Marketing Territory;

(5) the right to use the Marks to sell products and services under the franchise system and the franchised methods through alternative methods of distribution (including the Internet, catalog sales, telemarketing, or other direct marketing) regardless of the proximity of use or any potential clients to the Marketing Territory or to any Franchisee within the Marketing Territory;

(6) the right to engage third party brokers to solicit prospective franchisees anywhere within and outside of the Marketing Territory, as we or our affiliates consider appropriate.

We may exercise any of the retained rights without compensating you. You may not advertise or solicit any franchisee for operation of a Franchise to be located inside or outside the Marketing Territory of your Franchise, including through other channels of distribution (such as the Internet, social media, catalog sales, telemarketing, or other direct marketing). You have no options, rights of first refusal, or similar rights to acquire additional Franchise businesses.

#### Performance Standards

To maintain your rights within the Marketing Territory, you must achieve certain minimum performance standards (the "**Performance Standards**") identified and outlined on Schedule B to

the Franchise Agreement. The Performance Standards will identify the number of sales and monthly fee-paying Dashboard subscribers for each year.

Year 1 – 100

Year 2 – 250

Year 3 – 450

Year 4 - 750

Year 5 – minimum of 750 thereafter

Fee-paying Dashboard monthly subscribers paying a minimum of \$49.95 monthly.

\* The cumulative number of Subscribers required shall increase if you have more than 5,000 REALTORS® in your Marketing Territory. The increase shall match pro rata the amount by which the number of REALTORS® exceeds 5,000.

We will adjust the Performance Standards down if the average Franchisee performance is less than the Performance Standards requirements above based on an analysis of the 2,500<sup>th</sup> unique Dashboard subscriptions for each relevant 12-month period. This analysis will be done by dividing the total number of unique monthly Dashboard subscriptions sold within our system by the total number of Franchises then operating. If in any given period, you have not met the Performance Standards, we may with 90-day notice and opportunity to cure terminate your Franchise Agreement.

### ITEM 13. TRADEMARKS



You may use certain Marks in operating the Franchise. The principal Marks are the “YourHomeHub” and “YourHomeHub powered by MooveGuru” and the following logo:



We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative mark, which may increase your expenses.

Our parent Mooveguru, Inc. has applied for United States Patent and Trademark Office (“USPTO”) registration for the following Marks:

MARK	APPLICATION SERIAL NO.	APPLICATION DATE
YourHomeHub	90/755,019	June 4, 2021

MARK	APPLICATION SERIAL NO.	APPLICATION DATE
	90/755,089	June 4, 2021
MooveGuru	90/755,054	June 4, 2021
	90/755,067	June 4, 2021

No affidavits or renewal filings are yet due in connection with these applications. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. Our April 20, 2021 operating agreement includes a license from Mooveguru, Inc. through which we are granted a perpetual and irrevocable license to use and sublicense the Marks to promote the Your Home Hub Dashboard in marketing materials. This license would only end if we were to agree to such by amending our operating agreement or if we were to dissolve. There are no other agreements that limit our right to use or license the Marks.

You must follow our rules when you use the Marks, including giving proper notices of trademark and service Mark registration and obtaining fictitious or assumed name registrations required by law and to use the notices of trade and service Mark registrations that we specify, including a fictitious or assumed name that includes " *Mooveguru*" or "YourHomeHub" or The Home Franchise, LLC. You may not use any other Mark in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a Website.

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. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and you may not communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. You must assist us in protecting and maintaining our interests in any litigation or USPTO or other proceeding. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving the Marks. At our option, we may defend and/or control the defense of any proceeding arising from your use of any Mark.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service Marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing the Franchise signs, 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.

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

No patents or pending patent applications are material to the franchise. We claim copyrights in the Operations Manual (which contains our trade secrets), advertising and marketing materials, and similar items used in operating the franchise. We have not registered these copyrights with the United States Registrar of Copyrights, but we do not need do so at this time to protect them. You may use these items only as we specify while operating your Franchise (and must stop using them if we so direct you).

There currently are no effective adverse determinations of the USPTO, 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. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

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

Our Operations Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes training and operations materials; methods, formats, specifications, Standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Franchisee Businesses; marketing and advertising programs for Franchisee's businesses; any computer software or similar technology that is proprietary to us or the system; knowledge of specifications for and suppliers of Operating Assets and other products and supplies; knowledge of the operating results and financial performance of Franchisee's businesses other than your Franchise; and graphic designs and related intellectual property.

All ideas, concepts, techniques, or materials concerning a Franchise, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the system, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not use our confidential information in any unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others and use non-disclosure and non-

competition agreements with those having access. We will regulate the form of agreement that you use and will be a third-party beneficiary of that agreement with independent enforcement rights.

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

You must personally and directly full-time supervise the operation of your Franchise, unless we otherwise permit in writing. You must devote the amount of your time, attention, and best efforts to the performance of your duties under the Franchise Agreement that is necessary for the proper and effective operation of your Franchise. You (or your managing owner) or your Franchise Manager who has completed our Franchisee initial training programs must devote full time and efforts to the management and supervision of the Franchise. You must at all times faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance the Franchise. System Standards may regulate the Franchise staffing levels, identifying the Franchise personnel, and employee qualifications, training, dress, and appearance. If you are a legal entity, you must appoint a shareholder, member, or partner (as applicable) to be your "managing owner," responsible for overseeing and supervising the Franchise operation.

You must keep us informed at all times of the identity of any supervisory employees acting as the Franchise Manager or assistant managers of the Franchise. Whether you are an individual or a business entity, your Franchise Manager and assistant managers need not have an equity interest in the Franchise or you but must agree in writing to preserve confidential information to which they have access and not to compete with you, us, and other franchise owners. We may regulate the form of agreement that you use and be a third-party beneficiary of that agreement with independent enforcement rights.

If you are a corporation, limited liability company, or partnership, your owners must personally Guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the non-competition and non-solicitation covenants. This "Guaranty and Assumption of Obligations" is attached to the Franchise Agreement.

#### **ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer and sell all goods and perform all services that we periodically require for Franchisee's. You may not offer or sell any products or perform any services that we have not authorized. Our System Standards may regulate required and/or authorized services, equipment, vehicles, materials, supplies and products; and unauthorized and prohibited services, products, equipment, vehicles, materials, supplies. We periodically may change required and/or authorized services and products. There are no limits on our right to do so.

You must use reasonable efforts to ensure that your Franchise does not offer, sell or promote any services or products that have not been authorized by us in writing.

You may not operate the Franchise, solicit dashboards, or provide services outside the Marketing Territory. We may change Standards for doing so periodically, and there are no limits on our right to do so.





**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 AGREEMENT</b>	<b>SUMMARY</b>
a. Length of the franchise term	Section 4.1	10 years
b. Renewal or extension of the term	Section 4.1 and Article 15	You can renew for an unlimited consecutive term of 10 years each if you have complied with the conditions and procedures for renewal in the Franchise Agreement and we are franchising in the state where you are located.
c. Requirements for franchisee to renew or extend	Sections 15.1 and 15.2	<p>To "renew," you must be in substantial compliance with the Franchise Agreement and Performance Standards including number of annual Dashboard subscriptions sold: Compliance with all Operation and Company policies; give us timely notice; pay us the renewal fee, plus applicable taxes; and sign our then current Franchise Agreement, a release (if law allows), and other documents we use to grant franchises.</p> <p>The terms of our then current Franchise Agreement that you sign for renewal of the franchise may differ materially from any and all of those contained in the Franchise Agreement attached to this Disclosure Document, including increased fees</p>
d. Termination by franchisee	Section 16.1	If we breach the Franchise Agreement and we fail to cure the breach within 30 days (or a reasonable time, if we cannot correct the failure within 30 days) after receiving notice from you, you may terminate the Franchise Agreement effective an additional 30 days after you deliver written notice if you and your owners are fully complying with the Franchise Agreement

<b>PROVISION</b>	<b>SECTION IN FRANCHISE AGREEMENT</b>	<b>SUMMARY</b>
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section	We may terminate your franchise only if you or your owners commit one of several violations
g. "Cause" defined-curable defaults	Section 16.2(b)	Monetary defaults; failure to submit required reports or information; failure by any owner of yours to execute a Guarantee (if applicable); you do not indemnify us; you do not comply with any other lawful provision or requirement under the Franchise Agreement; failure to cure breach of advertising Standards within 3 days; not meeting Performance Standards or other defaults not listed in (h) below
h. "Cause" defined-defaults that cannot be cured	Section 16.2(a)	Program to our satisfaction; conviction of a felony, fraud or crime involving moral turpitude or other crime related to the Franchise; you engage in conduct reflecting materially and unfavorably on your Franchise, us, or the Franchise System, unapproved transfers; failure to comply with the in-term covenant not to compete; violation of restrictions on use of confidential information; failure to obtain non-competition or confidentiality covenants from persons we require; you conceal revenues; knowingly maintaining false books or records or submitting false reports; repeated defaults (even if cured); willful misrepresentation or failure to make a material disclosure required by any governmental authority; interference with our contractual relations with third parties; interference with our ability to license others to use our Marks and the Franchise System; unauthorized use of the Marks; failure to comply with any law or regulation applicable to the Franchise for 30 days after notice of non-compliance by us or governmental authority; offer or sale of any unapproved program, service or product; failure to use materials, notices and

<b>PROVISION</b>	<b>SECTION IN FRANCHISE AGREEMENT</b>	<b>SUMMARY</b>
		procedures we specify; unauthorized use or duplication of the Franchise System, services or programs; failure of Franchises within the Marketing Territory to meet the Performance Standards within 60 days of receiving notice by us; or violation of any anti- terrorism law; or neglecting to return any communications from us within five business days or having no communications with us for any period longer than 15 days.
i. Franchisee's obligations on termination/nonrenewal	Article 17	Obligations include paying outstanding amounts; complete de-identification; assigning telephone and other numbers; and returning confidential information (also see (o) and (r) below)
k. "Transfer" by franchisee – defined	Section 14.2	Includes transfer of Franchise Agreement, the Franchise, ownership change in you or your owners
l. Franchisor approval of transfer by franchisee	Sections 14.2 and 14.4	No transfer without our written consent , and fees associated with that transfer, if applicable.
m. Conditions for franchisor approval of transfer	Section 14.3	You comply with our right of first refusal; new franchise owner qualifies; training completed; you have cured any existing defaults under the Franchise Agreement; you pay us and our affiliates all amounts due; transferee signs our then current Franchise Agreement and other documents; you sign release (if law allows); transfer fee paid; we approve material terms; transferee upgrades the Franchise Office to conform to then-current Standards; and you remain liable for all pre-transfer obligations to us under the Franchise Agreement (also see (r) below)
n. Franchisor's right of first refusal to	Section 14.8	We may match any offer for your Franchise or an ownership interest in you

<b>PROVISION</b>	<b>SECTION IN FRANCHISE AGREEMENT</b>	<b>SUMMARY</b>
acquire franchisee's business		
o. Franchisor's option to purchase franchise's business	Section 16.3	After an uncured default, we may assume, or appoint a third party to assume, management of the RD business.
p. Death or disability of franchisee	Section 14.7	Assignment of franchise or an ownership interest in your Franchise within 3 months; we may manage Franchise if there is no qualified Franchise Manager
q. Non-competition covenants during the term of the franchise	Section 8.20	No diverting business; no ownership interest in, or performing services for, competitive business anywhere ("competitive business" means any business which (i) derives more than 5% of its revenue from writing, taking, originating, referring, or selling consumer real estate dash board products or competitive services, products or services; or (ii) grants franchises or licenses to others to operate the type of business specified in subparagraph (i) (other than a regional developer business operated under a Franchise Agreement with us); no interference with our or franchise owners' employees
t. Non-competition covenants after the franchise is terminated or expires	Sections 17.3 and 17.4	No direct or indirect ownership interest in, or performing services for, competing business for 2 years; within the Marketing Territory (same restrictions apply after transfer)
s. Modification of the agreement	Section 22.1	We may modify the Manual and System Standards. The Development Agreement may not be modified except by a written agreement signed by both us and you.
t. Integration/ merger clause	Section 22.2	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		promises outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	Section 20.2	Litigation generally must be in courts located closest to our principal business address (currently, St. Petersburg, Florida) (subject to state law)
w. Choice of law	Section 20.1	Except for federal law, Florida law governs (subject to state law)

### **ITEM 18. PUBLIC FIGURES**

We do not use any public figure to promote our franchises.

### **ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS**

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Scott Oakley at [soakley@mooveguru.com](mailto:soakley@mooveguru.com) or 885 Woodstock Rd. Suite 430-206 Roswell, GA 30075, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20. OUTLETS AND FRANCHISEE INFORMATION**

**Table 1  
System wide Outlet Summary  
As of December 31 for Years 2018 to 2020**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of Year</b>	<b>Outlets at the End of Year</b>	<b>Net Change</b>
Franchised	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Company Owned	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
<b>Total Outlets</b>	2018	0	0	0
	2019	0	0	0
	2020	0	0	0

**Table 2  
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)  
As of December 31 for Years 2018 to 2020**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Florida	2018	0
	2019	0
	2020	0
<b>Totals</b>	2018	0
	2019	0
	2020	0

**Table 3  
Status of Franchised Outlets  
As of December 31 for Years 2018 to 2020**

<b>State</b>	<b>Year</b>	<b>Outlets at Start of Year</b>	<b>Outlets Opened</b>	<b>Terminations</b>	<b>Non-Renewals</b>	<b>Reacquired By Franchisor</b>	<b>Ceased Operations - Other Reasons</b>	<b>Outlets at End of the Year</b>
Florida	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
<b>TOTALS</b>	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

**Table 4**

**Status of Company-Owned Outlets  
As of December 31 for Years 2018 to 2020**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
<b>Totals</b>	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0

**Table 5  
Projected Openings  
Through December 31, 2021**

State	Franchise Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets In The New Fiscal Year	Projected New Company-Owned Outlets In The New Fiscal Year
Florida	0	1	0
Michigan	0	1	0
North Carolina	0	1	
<b>Totals</b>	0	3	0

Exhibit E contains a complete listing of all current Franchisees and the addresses and telephone numbers of their operations as of the date of this Disclosure Document.

Exhibit E also contains a list of the name, city and state, and the current telephone number or if unknown, the last known home telephone number of every Franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within **10** weeks of the date of this Disclosure Document.

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

Our standard Franchise Agreement, renewal and transfer agreements, and agreements to settle disputes with franchisees, generally contain confidentiality clauses. Thus, all our franchisees who have joined the system within the last three years have signed a confidentiality clause with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are currently no trademark-specific franchisee organizations associated with the franchise system.

## **ITEM 21. FINANCIAL STATEMENTS**

Exhibit C contains our inception audited financial statements as of May 5, 2021. We have not been in business for three years or more and cannot disclose all the financial statements required by this Item. Our fiscal year-end is **December 31**.

## **ITEM 22. CONTRACTS**

The following agreements are exhibits:

- Franchise Agreement with Schedules – Exhibit B
- State-Specific Riders to Franchise Agreement — Exhibit G
- Form of General Release — Exhibit H
- Form of Guaranty Agreement – Exhibit I

## **ITEM 23. RECEIPTS**

Attached to this Disclosure Document are two receipt pages. They are duplicates that evidence your receipt of this Disclosure Document. The first is retained by you, the other by us.



**EXHIBIT A**

**DIRECTORY OF FRANCHISE REGULATORS, STATE ADMINISTRATORS,  
AND AGENTS FOR SERVICE OF PROCESS**

<b>STATE</b>	<b>REGISTERED AGENTS</b>	<b>REGULATORY AUTHORITIES</b>
CALIFORNIA	California Commissioner of Financial Protection and Innovation  Los Angeles: 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7505  Sacramento: 1515 K Street, Suite 200 Sacramento, CA 95814-4052 (916) 445-7205  San Diego: 1350 Front Street San Diego, CA 92101-3697 (619) 525-4233  San Francisco: One Sansome Street, Suite 600 San Francisco, CA 94104	Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 (213) 576-7505
CONNECTICUT	The Banking Commissioner Department of Banking Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299	The Department of Banking Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299
FLORIDA	[Not Applicable]	Senior Consumer Complaint Analyst Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, Florida 32399-0800 (850) 922-2770

<b>STATE</b>	<b>REGISTERED AGENTS</b>	<b>REGULATORY AUTHORITIES</b>
HAWAII	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813-2921 (808) 586-2722	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813-2921 (808) 586-2722
ILLINOIS	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465
INDIANA	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681	Securities Commissioner Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681
IOWA	[Not Applicable]	Director of Regulated Industries Unit Iowa Securities Bureau 340 East Maple Des Moines, Iowa 50319-0066 (515) 281-4441
MARYLAND	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Commerce, Corporations and Securities Bureau 525 W. Ottawa 670 Law Building Lansing, MI 48913 (517) 373-7117	Franchise Administrator Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 (517) 373-7117
MINNESOTA	Minnesota Commissioner of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600	Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600

<b>STATE</b>	<b>REGISTERED AGENTS</b>	<b>REGULATORY AUTHORITIES</b>
NEBRASKA	[Not Applicable]	Staff Attorney Department of Banking and Finance 1200 N Street Suite 311 P.O. Box 95006 Lincoln, Nebraska 68509 (402) 471-3445
NEW YORK	Secretary of State 99 Washington Avenue Albany, NY 12231	New York State Department of Law Investor Protection Bureau 28 Liberty Street New York, NY 10005 (212) 416-8211
NORTH DAKOTA	North Dakota Securities Commissioner 600 East Boulevard State Capital – 5 <sup>th</sup> Floor, Dept. 414 Bismarck, ND 58505-0510 (701)328-4712	North Dakota Securities Department 600 East Boulevard State Capital – 5 <sup>th</sup> Floor, Dept. 414 Bismarck, ND 58505-0510 (701)328-4712
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Franchise Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387
RHODE ISLAND	Director of Rhode Island Department of Franchise Regulation Division of Securities Suite 232 Providence, RI 02903 (401) 222-3048	Associate Director and Superintendent of Securities Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 222-3048
SOUTH DAKOTA	Department of Labor and Regulation Division of Securities 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823	Department of Labor and Regulation Division of Securities 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-4013

<b>STATE</b>	<b>REGISTERED AGENTS</b>	<b>REGULATORY AUTHORITIES</b>
TEXAS	[Not Applicable]	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769
UTAH	[Not Applicable]	Division of Consumer Protection Utah Department of Commerce 160 East Three Hundred South P.O. Box 45804 Salt Lake City, Utah 84145-0804 (801) 530-6601
VIRGINIA	Clerk of the State Corporation Commission 1300 E. Main Street, 1 <sup>st</sup> Floor Richmond, VA 23219 (804) 371-9733	Chief Examiner/Investigator State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9 <sup>th</sup> Floor Richmond, VA 23219 (804) 371-9051
WASHINGTON	Securities Administrator Washington State Dept. of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760	Washington State Dept. of Financial Institutions, Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Commissioner of Securities P.O. Box 1768 345 W. Washington Avenue, 4 <sup>th</sup> Floor Madison, WI 53703 (608) 261-9555	Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission 345 W. Washington Avenue, 4 <sup>th</sup> Floor Madison, WI 53703 (608) 261-9555
FEDERAL TRADE COMMISSION		Franchise Rule Coordinator Division of Marketing Practices Bureau of Consumer Protection Pennsylvania Avenue at 6 <sup>th</sup> Street, NW Washington, D.C. 20580 (202) 326-3128

**EXHIBIT B**  
**FRANCHISE AGREEMENT**

**The Home Franchise, LLC dba YourHomeHub**

**Franchise Agreement**

\_\_\_\_\_  
**FRANCHISEE**

\_\_\_\_\_  
**DATE OF AGREEMENT**

## TABLE OF CONTENTS

ARTICLE 1. CERTAIN DEFINITIONS .....	2
ARTICLE 2. GRANT OF RIGHTS.....	7
2.1 ..... Grant of Rights.....	7
2.2 .....License to Use and Display the Marks.....	7
2.3 ..... Conducting Business Outside the Marketing Territory.....	7
ARTICLE 3. TERRITORY AND RESERVATION OF RIGHTS .....	8
3.1 .....Franchisor’s Restrictions.....	8
3.2 ..... Reservation of Rights.....	7
ARTICLE 4. TERM AND SUCCESSOR TERMS .....	8
4.1 .....Initial Term and Successor Terms.....	8
ARTICLE 5. CONSIDERATION TO FRANCHISOR.....	8
5.1Initial Franchise Fee.....	8
5.2 ..... Technology Fee.....	8
5.5 ..... Interest on Delinquent Payments.....	9
5.6 .....Application of Funds.....	9
5.7 ....Franchisee May Not Withhold.....	9
5.8 ..... Method of Payment.....	9
ARTICLE 6. COMPENSATION TO Franchisee .....	11
6.1 Initial Franchise Fee Revenue Share.....	11
6.2 .. Ongoing Revenue Share.....	9
6.3 ..... Payment Conditions.....	11
6.4 Revenue Share After Termination.....	11
6.5 ..... Refunds or Other Payments.....	11
6.6 ..... Application of Payments.....	12
6.7 ..... Offset.....	13
6.8 ..... Withholding.....	13
ARTICLE 7. FRANCHISOR’S OBLIGATIONS.....	12
7.1 .....Initial Training.....	12
7.2 ..... Consultation Services.....	13
7.3.Provision of Manual; Franchisee’s Compliance with Manual.....	13
7.4 .....Ongoing Training; Franchisor Conferences and Meetings.....	15

ARTICLE 8. Franchisee’S OBLIGATIONS AND COVENANTS .....	14
8.1 Performance Standards .....	14
8.2 Compliance with System Standards, Policies and Procedures; Modifications to the Franchise System, System Standards, Policies and Procedures and Franchised Methods.....	16
8.3 Authorized Products and Services.....	17
8.4 Promotional Obligations of Franchisee.....	17
8.5..... Services Provided to Franchisees.....	19
8.6 Compliance with Laws and with Franchisor’s Standards for the Sale of Franchises.....	18
8.7..... Franchisee Compliance with Laws.....	19
8.8..... Compliance with Manual.....	19
8.9 Compliance with Agreements; Communications and Evaluations.....	21
8.10 Franchisee Payments.....	20
8.11 Monthly Reports.....	22
8.12 Participation in Operation of Business; Franchisee Business Manager.....	22
8.13 Payment of Taxes and Other Obligations.....	23
8.14 Office; Franchisee Business Opening; Computer System.....	23
8.15 Support.....	23
8.16 Guaranty; Non-Competition Agreement.....	23
8.17 Corporate and Partnership Requirements; Records.....	25
8.18 Testimonials and Endorsements.....	25
8.19 No Conflicting Agreements.....	23
8.20 Exclusive Relationship.....	23
ARTICLE 9. CONFIDENTIAL INFORMATION .....	24
9.1 Confidential Information.....	24
ARTICLE 10. REPRESENTATIONS AND ACKNOWLEDGMENTS.....	26
10.1 Franchisee’s Representations and Acknowledgments.....	26
10.2 Variance of System Standards.....	29
ARTICLE 11. ....	
ADVERTISING .....	30
11.2 FRANCHISEE Marketing Activities.....	30
11.3 Signage.....	31
11.4 Administration and Expenses.....	31
ARTICLE 12. MARKS AND INTELLECTUAL PROPERTY .....	32
12.1..... Ownership and Goodwill of Marks.....	32



12.2 . Limitations on Franchisee’s Use of Marks.....	32
12.3 ..... Notification Of Infringements And Claims.....	33
12.4 ..... Discontinuance Of Use Of Marks.....	33
12.5 Franchisee’s Name.....	33
ARTICLE 13. REPORTS AND RECORDS .....	34
13.1 Reports .....	34
13.2 ..... Annual Reports.....	34
13.3 ..... Maintenance of Records.....	34
ARTICLE 14. ASSIGNMENT OF RIGHTS .....	34
14.1 ..... Assignment By Franchisor.....	34
14.2 Assignment by Franchisee.....	35
14.3 ..... Conditions for Approval of Transfer.....	35
14.4 ..... Permitted Transfers.....	37
14.5 ..... Effect of Consent to Transfer.....	37
14.6 Assignment By FRANCHISEE – Transfer Upon Death or Disability.....	37
14.7 ..... Right of First Refusal.....	38
ARTICLE 15. OBTAINING A SUCCESSOR AGREEMENT.....	39
15.1 ..... Right To Successor Terms.....	39
15.2 ..... Further Conditions to Obtaining a Successor Agreement.....	39
15.3 ..... Notice of Expiration.....	40
ARTICLE 16. DEFAULT AND TERMINATION.....	40
16.1 Franchisee.....	40
16.2 ..... Franchisor.....	41
16.3 Alternative Remedies Upon Franchisee’s Default.....	43
ARTICLE 17. FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES ON TERMINATION OR EXPIRATION.....	44
17.1 ..... Payments of Amounts Owed.....	44
17.2 ..... Intellectual Property.....	44
17.3 ..... Non-Competition.....	44
17.4 ..... Covenant Not to Solicit.....	45
17.5 ..... Tolling of Covenants.....	45
17.6 ..... Continuing Obligations.....	45
17.7 ..... No Compensation.....	45

ARTICLE 18. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION .....	46
18.1 ..... Independent Contractor.....	46
18.2 ..... Indemnification.....	47
ARTICLE 19. INSURANCE.....	48
19.1 ..... Required Insurance Coverage.....	48
19.2 ..... No Undertaking or Representation.....	49
19.3 ..... Certificates of Insurance.....	49
19.4 ..... Notice of Claims and Demands.....	49
ARTICLE 20. DISPUTE RESOLUTION .....	49
20.1 .....Governing Law.....	49
20.2 ..... Consent to Jurisdiction.....	49
20.3 ..... Injunctive Relief.....	50
20.4 ..... Waiver of Punitive Damages and Jury Trial.....	49
20.5 ..... Waiver of Right to a Jury.....	50
20.6 ..... Limitation of Claims.....	50
20.7 .....Attorneys’ Fees.....	51
ARTICLE 21. AUDIT AND INSPECTION .....	51
21.1 ..... Accounting and Audit.....	51
21.2 ..... Inspection by Franchisor.....	51
21.3 ..... Inspection Rights.....	51
ARTICLE 22. MISCELLANEOUS PROVISIONS.....	52
22.1 ..... Binding Effect.....	52
22.2 ..... Construction.....	52
22.3 ..... Severability and Substitution of Valid Provisions.....	52
22.4 ..... Notices and Payments.....	53
22.5 ..... Relationship With the Public.....	53
22.6 .....Waiver of Obligations.....	54
22.7 .....Excuse of Performance.....	54
22.8 ..... Compliance with Anti-Terrorism Laws.....	55
22.9 .....Electronic Mail.....	55
22.10 ..... Electronic Signatures; Counterparts.....	55



**THE HOME FRANCHISE, LLC  
FRANCHISE AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “**Effective Date**”) between **THE HOME FRANCHISE, LLC**, a Florida corporation with its principal office located at 656 18<sup>th</sup> Ave. NE St. Petersburg, FL 33704 (“**Franchisor**”), and \_\_\_\_\_, whose principal address is \_\_\_\_\_ (“**Franchisee**”).

**Recitals**

**WHEREAS**, Franchisor owns and operates the “YourHomeHub” franchise system. Franchisor has authorized certain Franchisees to help us to offer, sell and support membership subscriptions to the YourHomeHub powered by MooveGuru™ real estate dashboard and related utility connection and automated savings services and programs under the YourHomeHub™ and YourHomeHub powered by MooveGuru™ names and marks across various real estate-related industries, such as brokerage, mortgage, contractor and home service providers and other real estate channels (hereinafter referred to as the “**Services**”).

**WHEREAS**, a consumer homeowners platform referred to as “YourHomeHub *powered by Mooveguru*” (the “**Dashboard**”) will be used to provide many homeowner services for home repairs, valuations of homes, record keeping of maintenance and upgrades of their homes, and alert notifications of home sales and value impacts on their homes within the system’s predetermined radius to their home address. Additionally, homeowners will be provided with ongoing coupons and incentives for using these third party providers of services who provide discounts and services to these homeowners via the Dashboard. The Dashboard will be subscribed to, paid and provided to the consumer by REALTORS®, real estate brokers, contractors and other home service providers, mortgage brokers and consumers who may individually purchase their own Dashboard access.

**WHEREAS**, subject to the terms and conditions of this Agreement, Franchisor and Franchisee (hereinafter called “Franchisee”) desire to provide for the appointment of the undersigned as a Franchisee within the territory defined in Schedule A (“**Marketing Territory**”) for the development, marketing, servicing and selling of the Dashboard to real estate brokerage, mortgage, contractor and home service providers and other real estate channels within the Marketing Territory; and

**WHEREAS**, Franchisee desires to be so appointed.

**NOW THEREFORE**, in consideration of the payment of the fees specified herein and the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows.

**Agreement**

## ARTICLE 1. CERTAIN DEFINITIONS

In this Agreement, the following terms shall have the meanings set forth below, unless the context requires otherwise:

- (a) “**ADA**” shall have the meaning ascribed to the term in Section 8.14(b).
- (b) “**Advertising Material**” shall have the meaning ascribed to the term in Section 11.2(a).
- (c) “**Affiliate(s)**” means any Person directly or indirectly owned or controlled by, under common control with, or owning or controlling of another Person.
- (d) “**Agreement**” means this Franchise Agreement, including all schedules and exhibits hereto, as amended and supplemented from time to time.
- (e) “**Anti-Terrorism Laws**” shall have the meaning ascribed to the term in Section 22.8.
- (f) “**Applicant**” shall have the meaning ascribed to the term in Section 8.4(b).
- (g) “**Business Day**” includes all Calendar days except Saturdays, Sundays and national holidays provided for under any federal law of the United States.
- (h) “**Competitive Business**” means any business which: (i) derives more than five percent (5%) of its revenue from the Dashboard or and any similar dashboard or connection services; or (ii) grants franchises or licenses to others to operate the type of business specified in subparagraph (i) (other than a YourHomeHub franchised business operated under a Franchise Agreement with Franchisor).
- (i) “**Computer System**” shall have the meaning ascribed to the term in Section 8.14(f).
- (j) “**Confidential Information**” shall have the meaning ascribed to the term in Section 9.1.
- (k) “**Contract Year**” means the period commencing on the Effective Date of this Agreement and ending on the date that is the last day of the Calendar month in which occurs the first anniversary of the Effective Date of this Agreement, and each consecutive period of twelve (12) months thereafter. <sup>[1]</sup><sub>[SEP]</sub>
- (l) “**Control**” means the power to direct or cause the direction of management and policies.
- (m) “**Cure Period**” shall have the meaning ascribed to the term in Section 16.1.
- (n) “**EFT**” shall have the meaning ascribed to the term in Section 5.8.
- (o) “**Franchise**” shall have the meaning ascribed to the term in Section 2.1.

(p) “**Franchise Agreement**” means the agreement pursuant to which Franchisor grants a Franchisee the right to open and operate a Franchise within the Marketing Territory.

(q) “**Franchisee Business**” means a business operated by Franchisee pursuant to this Agreement, whereby the Franchisee is responsible for the offer, sale and support of membership Subscriptions to the Dashboard and related utility connection and automated savings services and programs under the Marks across various real estate-related industries, including brokerage, mortgage, contractor and home service providers and other real estate channels within the Franchisee’s Marketing Territory that Franchisor designates under the Franchise Agreement, Schedule A.

(r) “**Franchisee Business Assets**” shall have the meaning ascribed to the term in Section 4.2.

(s) “**Franchisee Business Manager**” shall have the meaning ascribed to the term in Section 8.12(b).

(t) “**Franchise Fees**” means any and all payments due to Franchisor from Franchisee under this Agreement or otherwise, including without limitation, Franchise Fees and Technology Fees.

(u) “**Franchisee Training Program**” shall have the meaning ascribed to the term in Section 7.1(a).

(v) “**Franchise System**” means the system developed by Franchisor and/or its Affiliates for administering and operating a **Franchise Business** offering the Services and related products Franchisor authorizes and using Franchisor’s business formats, methods, policies, procedures, signs, designs, layouts, templates, reports, proposals, Standards, specifications and Marks, as the same may be revised from time to time.

(w) “**Franchised Methods**” means the distinctive methods and plans for the establishment, operation and promotion of the Franchise System.

(x) “**Franchisee**” or “**Eligible Franchise Business**” means any person who has entered into a Franchise Agreement to establish and operate a **Franchise Business** that is, or will be, located within the Marketing Territory.

(y) “**Franchisee Manual**” shall have the meaning ascribed to the term in Section 8.8(d).

(z) “**Franchisee Training Program**” shall have the meaning ascribed to the term in Section 7.1(d).

(aa) “**Government Entity**” means (i) any federal, provincial, state, municipal, local or other governmental department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any agent, commission, board or authority of any of the foregoing; or (iii)

any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

(bb) “**Guidelines**” shall have the meaning ascribed to the term in Section 11.2(a).

(cc) “**Immediate Family**” shall mean the parents, spouses, natural and adopted children and siblings of a person.

(dd) “**Indemnified Parties**” shall have the meaning ascribed to the term in Section 18.2(a).

(ee) “**Initial Franchise Fee**” means the initial franchise fee paid to Franchisor by a Franchisee pursuant to a Franchise Agreement.

(ff) “**Initial Term**” shall have the meaning ascribed to the term in Article 4.

(gg) “**Intellectual Property**” means all technical information, procedures, processes, databases, Confidential Information, trade secrets, copyrights, methods, practices, techniques, processes, methods, know-how and other intellectual property which is developed by Franchisee for use by or in respect of the Franchisee Business or which is provided to any Franchisee or by any Franchisee, and includes without limitation, all improvements or enhancements to any Intellectual Property and all computer software.

(hh) “**Manual**” means collectively, all books, pamphlets, memoranda, photographs, compact discs, computer software, other electronic media, and/or written materials prepared by or on behalf of Franchisor for use by Franchisee generally or for Franchisee in particular, setting forth information, advice, instructions or policies relating to the Franchise System and the operation of the Franchisee Business, all as such may be amended from time to time.

(ii) “**Marketing Territory**” means the non-exclusive right to sell Dashboard subscriptions and other products and services within the defined territory in the attached **Schedule A** and incorporated herein by reference.

(jj) “**Marks**” means the trademarks, service Marks and other commercial symbols used in the operation of Franchisee Businesses, including the service Marks “The Home Franchise” and such other trade names, service Marks, trademarks, logos, emblems, domain names, and indicia of origin which have gained and continue to gain public acceptance and goodwill, and may create, use and license other trademarks, service Marks and commercial symbols for Franchisees Businesses.

(kk) “**Meeting**” shall have the meaning ascribed to the term in Section 6.4.

(ll) “**Office**” shall have the meaning ascribed to the term in Section 8.14(a).

(mm) “**Official Senders**” shall have the meaning ascribed to the term in Section 22.9.

(nn) “**Ongoing Revenue Share**” shall have the meaning ascribed to the term in Section 6.2.

(oo) “**Operating Assets**” shall have the meaning ascribed to the term in Section 8.14(c)(v).

(pp) “**Owners**” means all persons or business entities holding a direct or indirect, disclosed or undisclosed, legal or beneficial Ownership Interest or voting right in a business entity, including ownership or control through one or more agents, subsidiaries or other intermediaries. The Owners of Franchise as of the Effective Date are listed on **Schedule D**.

(qq) “**Ownership Interest**” means with respect to a business entity, (a) any share of stock in relation to a corporation, any membership interest in relation to a limited liability company, any general or limited partnership interest in relation to a partnership, or any beneficial interest in a trust or other business entity; (b) any other legal or equitable interest in the revenue, profits, losses, rights and/or assets of a business entity; or (c) any security or other right or interest that is convertible into any right or interest reflected in (a) or (b) above.

(rr) “**Performance Reports**” shall have the meaning ascribed to the term in Section 13.1.

(ss) “**Performance Standards**” shall have the meaning ascribed to the term in Section 8.1 and Schedule B.

(tt) “**Person**” means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity.

(uu) “**Representatives**” means any shareholders, directors, officers, employees, partners, members, agents, counsel, or other authorized persons of Franchisee or retained by Franchisee who have a need to know the contents of the Manual or who need to know any Confidential Information of Franchisor provided to Franchisee for the purpose of enabling Franchisee to operate the Franchisee Business and/or a Franchise.

(vv) “**Restricted Persons**” means (a) Franchisees as of the date of this Agreement; (b) individuals or entities who become Franchisee’s during the Term; (c) Affiliates of Franchisee; (d) individuals having a Controlling Ownership Interest in any Affiliates of Area Representative; (e) the parents, spouses, and natural and adopted children of any person in (a), (b) or (d) above; and (f) the officers, directors and management personnel of Franchisee and its Affiliates.

(ww) “**Services**” means the Dashboard and any other products, services, and consulting services and related activities provided by YourHomeHub franchise businesses.

(xx) “**Subscriptions**” shall have the meaning ascribed to the term in Section 6.1.

(yy) “**Successor Agreement**” shall have the meaning ascribed to the term in Section 15.1.



(zz) “**Successor Franchise Fee**” shall have the meaning ascribed to the term in Section 15.2.

(aaa) “**Successor Term(s)**” shall have the meaning ascribed to the term in Section 4.1.

(bbb) “**System Standards**” shall have the meaning ascribed to the term in Section 7.3(a).

(ccc) “**Taxes**” means all sales, goods and services, value added, use or other like taxes, levies and charges, chargeable by or payable to any federal, provincial, state, local or municipal taxation authority.

(ddd) “**Technology Fee**” shall have the meaning ascribed to the term in Section 5.2.

(eee) “**Transfer**” whether voluntary or involuntary, direct or indirect, shall include: an assignment, sale, gift or pledge; the grant of a mortgage, charge, lien, encumbrance or security interest (including the grant of a collateral assignment); a merger or consolidation, or issuance of additional Ownership Interests or redemption of Ownership Interests; a sale of voting interests or of securities convertible to voting interests, or an agreement granting the right to exercise, or control the exercise of, voting rights of any holder of an Ownership Interest; and a transfer that occurs as a result of divorce, insolvency, or entity dissolution or, upon death, by will, intestate succession or by declaration of, or transfer to, a trust.

(fff) “**Website**” shall have the meaning ascribed to the term in Section 7.3(c).

References in this Agreement to “**Franchisor**,” with respect to all of Franchisor’s rights and all of Franchisee’s obligations to Franchisor under this Agreement, include any of Franchisor’s Affiliates with whom Franchisee deals.

The words “include” and “including” are meant to be illustrative and not exhaustive and are deemed to be read in all cases as “including, without limitation” and/or “including but not limited to.”

The term Franchisee is applicable to one or more persons or business entities, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two or more persons are at any time Franchisees or its Owners hereunder, whether or not as partners or joint venturers, their obligations and liabilities to Franchisor shall be joint and several.

Unless otherwise specified, all references to a number of days shall mean Calendar days and not Business Days.

The term “**Franchisee Business**” includes all of the assets used by the Franchisee in the conduct of operations under this Agreement.

The term “**employee**” includes all of the Franchisee Business’ personnel, including all managers, administrators and other personnel that perform services for the Franchisee Business, whether such person is classified as an employee of Franchisee or an independent contractor.

## **ARTICLE 2. GRANT OF RIGHTS**

### **2.1 Grant of Rights**

Franchisor hereby grants to Franchisee, and Franchisee accepts, the right (the “**Franchise**”) to operate a Franchised Business upon the terms and subject to the provisions of this Agreement.

### **2.2 License to Use and Display the Marks**

Franchisor hereby grants to Franchisee, upon the terms and subject to the provisions of this Agreement, a non-exclusive license to use and display the Marks in connection with operating the Franchisee Business in the Marketing Territory and in connection with the activities authorized by this Agreement.

### **2.3 Conducting Business Outside the Marketing Territory**

Except as may otherwise be permitted by Franchisor in writing, Franchisee shall not advertise and solicit any Dashboard Subscriptions outside of the Marketing Territory.

## **ARTICLE 3. TERRITORY AND RESERVATION OF RIGHTS**

### **3.1 Franchisor’s Restrictions**

Franchisee acknowledges that this Agreement confers on Franchisee no marketing exclusivity in the Marketing Territory.

### **3.2 Reservation of Rights**

(a) Franchisee expressly understands and agrees that it will only have those rights to operate a Franchisee Business that are set forth expressly in this Agreement. Franchisor specifically reserves all other rights to itself and its Affiliates. For example, and without limitation, now and in the future:

(i) Franchisor and its Affiliates have the right to own, operate and situate Franchisee Businesses anywhere within the Marketing Territory, as Franchisor or its Affiliates consider appropriate.

(ii) Franchisor and its Affiliates have the right to grant franchises, licenses, contracts, and/or enter into joint venture agreements for the operation of Franchisee Businesses or any other business arrangements within and outside of the Marketing Territory, as Franchisor or its Affiliates consider appropriate and regardless of proximity to an existing Franchisee Business.

(iii) Franchisor and its Affiliates have the right to develop, market, own, operate or participate in any other business under the Marks or any other trademark within and outside of the Marketing Territory.

(iv) Franchisor and its Affiliates have the right to purchase, merge, acquire, be acquired by or Affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that network's, chain's or business's facilities and to operate those businesses and/or facilities as Franchisee Businesses operating under the Marks or any other trademark following the purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which may be anywhere within the Marketing Territory. If Franchisor or its Affiliates, purchase, merge, acquire, is acquired by or affiliates with an existing competitive franchise network and one or more of the businesses convert to a Franchisee Business, Franchisee will have no right to develop, manage, service and supervise those franchised businesses and/or facilities as Franchisee Businesses in the Marketing Territory to the same extent permitted under this Agreement for Franchisees within the Marketing Territory.

(v) Franchisor and its Affiliates have the right to use the Marks to sell Services and related products under the Franchise System and the Franchised Methods through alternative methods of distribution, including the Internet and social media regardless of the proximity of use or any potential customers to the Marketing Territory or to any Franchisee Businesses within the Marketing Territory.

#### **ARTICLE 4. TERM AND SUCCESSOR TERMS**

##### **4.1 Initial Term and Successor Terms**

This Agreement shall commence and be effective as of the Effective Date and shall continue for a period of ten (10) years, unless sooner terminated in accordance with the provisions of this Agreement (the "**Initial Term**"). Franchisee will have the right (but not the obligation) to enter into successor, then current Franchise agreements being offered by us for a term of ten (10) years each (each a "**Successor Term**" and, together with the Initial Term, the "**Term**"), subject to Franchisee's compliance with each and every one of the conditions specified in Section 15.1 of this Agreement.

#### **ARTICLE 5. CONSIDERATION TO FRANCHISOR**

##### **5.1 Initial Franchise Fee**

Franchisee agrees to pay to Franchisor an Initial Franchise Fee in the amount set forth on **Schedule A** (the "Initial Franchise Fee") upon execution of this Agreement.

##### **5.2 Technology Fee**

On or before the first (1st) business day of each month during the Term, Franchisee shall pay Franchisor a monthly fee of One-Hundred Ninety-Five Dollars (\$195) (the "**Technology Fee**"), plus applicable taxes as contribution to the costs of creation, maintenance and on-going development of the Franchise System Websites, Intranet site and other technology within the

Franchise System. Franchisor reserves the right in its sole judgment to increase the Technology Fee by up to ten percent (10%) every year commencing from the date that Franchisee begins operating the Franchisee Business.

### **5.3 Interest on Delinquent Payments**

All amounts which Franchisee owes Franchisor or Franchisor's Affiliate for any reason will bear interest accruing as of their original due date at the maximum interest rate permitted by law. If there is no applicable legal maximum rate, interest will be calculated at the rate of eighteen percent (18%). Franchisor may debit Franchisee's bank account automatically for interest. Franchisee acknowledges that this Section 5.5 is not Franchisor's agreement to accept any payments after they are due or Franchisor's commitment to extend credit to, or otherwise finance Franchisee's operation of, the Franchisee Business.

### **5.4 Application of Funds**

If Franchisee is delinquent in the payment of any obligation to Franchisor or any of its Affiliates under this Agreement, or under any other agreement with Franchisor or any of its Affiliates, then Franchisor or the Affiliate may apply any payment from Franchisee to the oldest obligation due, whether under this Agreement or otherwise, whether or not there is any contrary designation by Franchisee.

### **5.5 Franchisee May Not Withhold**

Franchisee agrees not to withhold payment of any amounts due to Franchisor or its Affiliates on the grounds of any alleged failure of Franchisor to provide Franchisee with any particular service, either initial or continuing, or the non-performance or breach of any of Franchisor's (or its Affiliates') obligations under this Agreement or any related agreement.

### **5.6 Method of Payment**

Upon execution of this Agreement and at any time thereafter at Franchisor's request, Franchisee shall execute **Schedule G** and such other documents or forms as Franchisor deems necessary for Franchisor to process any electronic funds transfer ("**EFT**") from Franchisee's designated bank account for any payments due to Franchisor in sections 5.2 thru 5.7 above or hereunder. Should any EFT not be honored by Franchisee's bank for any reason, Franchisee shall be responsible for that payment, plus a processing fee of One Hundred Dollars (\$100) for each EFT attempt resulting in non-sufficient funds, plus reimbursement of Franchisor's additional administrative expenses and charges, as well as a service charge applied by the bank, if any. Upon written notice to Franchisee, Franchisee may be required to pay any amounts due directly to Franchisor in lieu of EFT at Franchisor's sole discretion.

## **ARTICLE 6. COMPENSATION TO FRANCHISEE**

### **6.1 Ongoing Revenue Share**

For each REALTOR® within the Marketing Territory that pays to Franchisor a Dashboard membership subscription on a minimum \$49.95 monthly fee (each a “Subscriber” or a “Subscription”), Franchisor will pay to Franchisee 10% - 20% of the monthly Net Subscription Revenues (the “**Ongoing Revenue Share**”) that Franchisor actually receives, depending on the size of the Marketing Territory and the total number of monthly Subscriber within the Marketing Territory in the given month as a percentage of the total number of REALTORS® within the Marketing Territory. Currently, Franchisor’s policy is to make this payment to Franchisee no later than the 20<sup>th</sup> day of the month for the preceding month. Franchisor reserves the right to charge an initial set up fee or to change or increase the subscription fees from time to time in its sole discretion. “**Net Subscription Revenues**” means revenues collected by Franchisor for monthly Dashboard membership Subscriptions from monthly Subscribers, net of actual discounts, refunds or rebates allowed to the customer. Franchisor and its affiliates retain all rights with respect to compensation, the Marks, the sale of similar or dissimilar products and services, and any other activities Franchisor deems appropriate whenever and wherever Franchisor desires.

The amount of the Ongoing Revenue Share shall be paid only on Net Subscription Revenues actually collected and shall be determined based on the number of monthly Subscribers within each separate Marketing Territory as a percentage of the total number of REALTORS® in each Marketing Territory, according to the following schedule:

<b>% of REALTORS® that are paying Dashboard monthly Subscribers compared to total number of REALTORS® within the Marketing Territory</b>	<b>Ongoing Revenue Share % payable to Franchisee</b>
Up to 5%	10%
Over 5% up to 7%	12%
Over 7% up to 10%	14%
Over 10% up to 13%	16%
Over 13% up to 15%	18%
Over 15%	20%

As an example, for a Marketing Territory of 5,000 REALTORS® Franchisor shall pay to Franchisee the following:

- 10% - up to 250 fee paying Dashboard monthly Subscribers;
- 12% - from 251 to 350 fee paying Dashboard monthly Subscribers,
- 14% - from 351 to 500 fee paying Dashboard monthly Subscribers,
- 16% - from 501 to 650 fee paying Dashboard monthly Subscribers,
- 18% - from 651 to 750 fee paying Dashboard monthly Subscribers,
- 20% - from 751 and above fee paying Dashboard monthly Subscribers.

## 6.2 Setup Fee

Franchisor and Franchisor's affiliates reserve the right to charge a one-time setup fee of up to \$99.00 per Subscription. Franchisor will pay to Franchisee 50% of the amount of any such setup fees collected by Franchisor within the Marketing Territory.

## 6.3 Utility Commissions

Franchisor will pay to Franchisee 2% of the amount of any utility commissions generated from the customers of Dashboard Subscribers within the Marketing Territory.

## 6.4 Service Professional Monthly Advertising Fee and Lead Generation Fees

Franchisor will pay to Franchisee 6.5% of the amount of any monthly service professional advertising fees or any service professional lead generation fees collected from vendors within the Marketing Territory.

## 6.5 Payment Conditions

(a) Notwithstanding anything contained in this Agreement to the contrary, Franchisor shall have no obligation to pay Franchisee any amounts pursuant to this Article 6 (and none of such amounts shall accrue):

(i) With respect to any period during which Franchisee or its Affiliate is in breach of, or default under, its obligations under this Agreement or any Franchise Agreement;

(ii) Unless and until Franchisee is licensed or registered, or maintains a permit, as necessary, in connection with Franchisee's activities under this Agreement; or

(iii) With respect to any month where, the Franchisee fails to comply with the Performance Standards.

## 6.6 Revenue Share After Termination

All payments under this Article 6 shall immediately and permanently cease after expiration or termination of this Agreement, although Franchisee shall receive all amounts that have accrued to Franchisee as of the effective date of expiration or termination.

## 6.7 Refunds or Other Payments

If Franchisor is required (whether by contract or by a court decision or order), or agrees to in its sole judgment, to refund all or a part of a monthly Subscription or any other amounts, Franchisee must promptly remit to Franchisor an amount equal to the Ongoing Revenue Share previously paid

to Franchisee in respect of such Subscription. The provisions of Section 18.2 (relating to indemnification) shall supersede the terms of this Section.

#### 6.8 **Application of Payments**

Franchisor's payments to Franchisee shall be based on amounts actually collected from Net Subscription Revenue, not on payments accrued, due or owing. Franchisor may apply in its sole judgment any payments received from a monthly Subscription for any past due indebtedness of that Franchisee for Technology Fees, advertising contributions (if any), purchases from Franchisor or its Affiliates, interest, or any other indebtedness of that Franchisee to Franchisor or its Affiliates.

#### 6.9 **Offset**

Notwithstanding anything contained in this Agreement to the contrary, Franchisor may offset any funds owed by Franchisee or its Affiliates to Franchisor or its Affiliates pursuant to this Agreement, or any other agreement between Franchisor or its Affiliates and Franchisee or its Affiliates, against any funds owed to Franchisee by Franchisor pursuant to this Article 6 or otherwise under this Agreement.

#### 6.10 **Withholding**

Notwithstanding anything contained in this Agreement to the contrary, if Franchisor's receipt (or the payer's payment to Franchisor) of any Net Subscription Revenues or other amounts are subject to withholding or other taxes or payments, the amount to which Franchisee is entitled pursuant to this Article 6 shall be calculated exclusive of such withholding or other taxes. In addition, all amounts payable to Franchisee under this Agreement shall be subject to all withholding or other taxes or payments applicable to the payment of those amounts.

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

#### 7.1 **Initial Training**

(a) Before Franchisee opens or upon such later date as determined by Franchisor, Franchisor, either directly or through its designee, will provide Franchisee with an initial training program (the "**Franchisee Training Program**") which Franchisee (if an individual) or its Franchisee Business Manager (if an entity) will be required to attend and complete and may be offered in an online conference call in venue. Franchisee may also send or authorize to participate up to two (2) additional people who will participate in the Franchisee Business to attend and complete the Franchisee Training Program whether online or not. The Franchisee Training Program will be provided to Franchisee and its personnel at a time to be determined by Franchisor. Franchisor will determine and notify Franchisee of the dates, location and duration of the Franchisee Training Program. Franchisee must notify Franchisor, in writing, at least ten (10) days

prior to the commencement of the Franchisee Training Program of the name(s) of the individual(s) selected to attend the Franchisee Training Program.

(b) Franchisee must pay all expenses incurred by Franchisee and its personnel in connection with training, including, but not limited to, travel and living expenses incurred by Franchisee and its personnel in traveling to and from the Franchisee Training Program. However, currently Franchisor is offering initial Franchisee Training in an online conference call in venue.

(c) If Franchisor reasonably concludes that Franchisee or any of its attendees has failed to attend or successfully complete Franchisor's next scheduled Franchisee Training Program. Franchisor will have the right to terminate this Agreement if, following Franchisee's Franchisee Training Program (including re-enrollment training as provided for in the preceding sentence), Franchisor determines that Franchisee has failed to complete the Franchisee Training Program to Franchisor's satisfaction. This failure will constitute a material and incurable breach of this Agreement that will entitle Franchisor to terminate this Agreement immediately upon notice to Franchisee, with no opportunity to cure

(d) Franchisee and its Franchisee Business Manager must attend the Franchisee Businesses initial training program (the "**Franchise Training Program**") at the time scheduled, and at the location designated, by Franchisor. Franchisee must pay all expenses incurred by Franchisee and its personnel in connection with training, including, but not limited to, travel and living expenses incurred by Franchisee and the Franchisee Business Manager in traveling to and from the Franchisee Training Program. If Franchisor reasonably concludes that Franchisee or any of its attendees has failed to attend or successfully complete Franchisor's Franchisee Training Program, then Franchisor will have the right to terminate this Agreement. This failure will constitute a material and incurable breach of this Agreement that will entitle Franchisor to terminate this Agreement immediately upon notice to Franchisee, with no opportunity to cure.

## 7.2 Consultation Services

(a) If Franchisee so requests, and subject to the availability of Franchisor's personnel, Franchisor will provide input regarding the Franchisee Business from time to time, as Franchisor deems necessary in its sole judgment, in the form of advice, studies, data or written materials and answer the questions of Franchisee at no charge in order to assist Franchisee with the development and operation of the Franchisee Business.

(b) Following completion of the Franchisee Training Program, Franchisee shall participate in all conference calls hosted by Franchisor at a time designated by Franchisor to discuss the Franchisee Business and any reports required by Article 13 of this Agreement.

## 7.3 Provision of Manual; Franchisee's Compliance with Manual

(a) Franchisor will provide when available Franchisee with access to Franchisor's Operations Manual (the "**Manual**") via our proprietary intranet franchisee back office commonly referred to as Dashboard or "YourHomeHub Dashboard *powered by Mooveguru*" or "YourHomeHub" UNIVERSITY or some other name approved by Franchisor, which could include training documents, product updates, calendar of events, and other relevant information



for the benefit of all of our franchisees. The Manual contains mandatory and suggested specifications, Standards, operating procedures, and rules (“**System Standards**”) that Franchisor periodically prescribes for operating a Franchisee Business and information on Franchisee’s other obligations under this Agreement. Franchisor may modify the Manual periodically to reflect changes in System Standards, Policies and Procedures.

(b) Franchisor will provide Franchisee with access to Franchisor’s Operations Manual (the “**Manual**”) via electronic delivery. If there is a dispute over its contents, Franchisor’s master copy of the Manual controls. Franchisee agrees that the Manual’s contents are confidential and that Franchisee will not disclose the Manual to any person other than Franchisee Business employees who need to know its contents. Franchisee may not at any time copy, duplicate, record, or otherwise reproduce any part of the Manual.

(c) Franchisor may post some or all of the Manual on a restricted Website or extranet to which Franchisee will have access. Franchisee agrees to monitor and access the Website or extranet for any updates to the Manual or System Standards, Policies and Procedures. Any passwords or other digit identifications necessary to access the Manual on a Website or extranet will be deemed to be part of the Confidential Information.

#### 7.4 **Ongoing Training; Franchisor Conferences and Meetings**

(a) Franchisor may require Franchisee, its Franchisee Business Manager and/or other previously trained and experienced employees to attend and complete to Franchisor’s satisfaction various training courses that Franchisor periodically chooses to provide at the times and locations that Franchisor designates. Franchisee understands and agrees that any specific ongoing training or advice Franchisor provides does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which Franchisor may discontinue and modify from time to time.

(b) Franchisor may conduct annual national conferences at a location chosen by Franchisor or in an online venue, and may, from time to time, conduct other conferences, seminars or training sessions (each, a “**Meeting**”). Franchisor will determine the duration, curriculum and location of its Meetings. Franchisor reserves the right to require Franchisee and/or its Franchisee Business Manager, at Franchisee’s sole expense, to annually attend one (1) national Meeting offered by Franchisor if Franchisor elects to conduct a national Meeting. Franchisor reserves the right to require Franchisee and/or its Franchisee Business Manager to also attend each annual conference and any other Meeting for which Franchisor requires attendance. In addition, Franchisor reserves the right to require Franchisee to pay a registration fee for each annual conference or other Meeting. Franchisee will be responsible for all expenses incurred by it and its attendees in connection with any Meetings, including, but not limited to, transportation costs, meals, lodging and other living expenses.

### **ARTICLE 8. FRANCHISEE’S OBLIGATIONS AND COVENANTS**

#### 8.1 **Performance Standards**

(a) As an essential condition to maintaining the Franchise and the rights granted hereunder, during the Term of this Agreement, Franchisee must meet and maintain the Franchise Eligible Franchise performance standards (the “**Performance Standards**”) set forth in **Schedule B** to this Agreement. If, for any reason, Franchisee fails to meet the Performance Standards, Franchisor may, in its sole judgment:

(i) Terminate this Agreement;

(ii) Terminate all or any portion of the territorial rights provided in Article 3, and Franchisor will be entitled to grant Franchisee rights to any person for all or any part of the Marketing Territory; or

(iii) Terminate Franchisee’s rights under this Agreement with regard to further Subscribers, but require Franchisee to continue to service then- existing Subscribers.

## **8.2 Compliance with System Standards, Policies and Procedures; Modifications to the Franchise System, System Standards, Policies and Procedures and Franchised Methods**

(a) Franchisee acknowledges and agrees that operating and maintaining the Franchisee Business according to System Standards is essential to preserve the goodwill of the Marks and all Franchisee Businesses. Therefore, Franchisee agrees at all times to operate and maintain the Franchisee Business according to all of Franchisor’s System Standards, as Franchisor periodically modifies and supplements them, even if Franchisee believes that a System Standard, as originally issued or subsequently modified, is not in the Franchise System’s or the Franchisee Business’ best interests. Although Franchisor retains the right to establish and periodically modify System Standards that Franchisee has agreed to maintain, Franchisee retains the responsibility for the day-to-day management and operation of the Franchisee Business and implementing and maintaining System Standards at the Franchisee Business.

As examples, and without limitation, System Standards may regulate any one or more of the following:

(i) procedures, methods, and techniques for services performed by Franchisee under this Agreement;

(ii) sales, marketing, advertising, and promotional programs and materials and media, including social media Websites, used in these programs;

(iii) use and display of the Marks at the Office and on forms, paper and plastic products, and other supplies;

(iv) staffing levels for the Franchisee Business; identifying the Franchisee Business’ personnel; and employee qualifications, training, dress, and appearance (although Franchisee has sole responsibility and authority concerning employee selection and promotion, hours worked, rates of pay and other benefits, work assigned, and working conditions);

(v) participation in market research and testing and product and service development programs as well as participation in, and dues assessed for, advisory councils;

(vi) bookkeeping, accounting, data processing, and recordkeeping systems and forms; formats, content, and frequency of reports to Franchisor of sales, revenue, financial performance, and condition; and giving Franchisor copies of tax returns and other operating and financial information concerning the Franchisee Business;

(vii) use of social media in connection with the Franchisee Business' operation or otherwise referencing the System ("social media" includes personal blogs, common social networks like Facebook, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites like YouTube, and other similar social networking or media sites or tools); and

(viii) any other aspects of operating and maintaining the Franchisee Business that Franchisor determines to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and Franchisee Businesses.

(b) Franchisee agrees that the System Standards Franchisor prescribes in the Manual or otherwise communicates to Franchisee in writing or another tangible form (for example, via Franchise System extranet or Website), are part of this Agreement as if fully set forth within its text. All references to this Agreement include all System Standards as periodically modified.

(c) Franchisee understands and agrees that the Franchise System, System Standards and Franchised Methods will not remain static if they are to meet unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables and if they are to best serve the interests of the Franchise System. Accordingly, Franchisee expressly understands and agrees that Franchisor may from time-to-time change the components of the Franchise System, System Standards and/or Franchised Methods and the requirements applicable thereto, including, but not limited to, altering the programs, services and related products, methods, Standards, forms, policies and procedures of the Franchise System, System Standards and/or Franchised Methods; abandoning the Franchise System, System Standards and/or Franchised Methods altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those services, related products and programs which the Franchisee Business is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, decor, color schemes and uniform specifications which Franchisee is required to observe under this Agreement; and, changing, improving, modifying or substituting the Marks.

(d) Franchisee expressly agrees to comply (and/or, if applicable, to cause the Franchisees to comply) with any such modifications, additions, deletions, substitutions and alterations to the Franchise System, System Standards and/or Franchised Methods.

(e) Franchisee agrees to accept, use and effectuate, and to use best efforts to cause the Franchisees to accept, use and effectuate, any such modifications to, or substitutions of, the Franchise System and/or Franchised Methods as if they were part of the Franchise System and/or Franchised Methods at the time of execution of this Agreement.

(f) Except as provided herein, Franchisor will not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any of the modifications contemplated by this Section 8.2. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party complaining of any such modifications or seeking expenses, losses or damages caused by such modifications.

### **8.3 Authorized Products and Services**

(a) In connection with the operation of the Franchisee Business, Franchisee shall offer and sell only the services and products and such materials, forms, items and supplies from time to time authorized or approved by Franchisor as meeting the specifications and Standards of the Franchise System. Franchisee is prohibited from offering, promoting or selling any services or products not expressly authorized by Franchisor in writing. If Franchisee wishes to offer, conduct or utilize any services, products, materials, forms, items or supplies in connection with or through the Franchisee Business which are not previously approved by Franchisor as meeting its specifications, Franchisee shall first notify Franchisor in writing requesting approval, which approval shall be at Franchisor's sole judgment.

(b) Franchisee shall purchase or obtain all products and supplies and services used in the operation of the Franchisee Business only from suppliers designated or approved from time to time by Franchisor, which may include Franchisor or its Affiliates. Franchisor may at any time, in its sole judgment, revoke its approval of any approved supplier by notifying Franchisee in writing of its revocation of approval. Franchisee will discontinue using items from any disapproved supplier upon receiving notice from Franchisor.

### **8.4 Promotional Obligations of Franchisee**

(a) Franchisee must advertise for, recruit and sell monthly Dashboard Subscriptions. Franchisee must respond to any and all leads for prospective Dashboard Subscriptions within the Marketing Territory within three (3) business days and provide such leads with information on the Franchise System, in accordance with Section 8.6 below.

(b) Franchisee shall at all times give prompt, courteous and efficient service to monthly Subscribers. Franchisee shall, in all dealings with monthly Subscribers, adhere to the highest Standards of honesty, integrity, fair dealing and ethical conduct. Franchisee shall refrain from any business or advertising practice that may be injurious to Franchisor, the goodwill associated with the Marks or the Franchise System. In addition, Franchisee must not in any manner disparage Franchisor, its employees and representatives, its products, the Marks or the Franchise System.

(c) Franchisee must not, in bad faith or for any other reason other than an objective, reasonable, and good-faith basis, prefer any Subscriber or prospective Subscriber over any other.

### **8.5 Services Provided to Franchisees**

Franchisor may require Franchisee to provide services to Monthly Subscribers within the Marketing Territory on Franchisor's behalf. Such services may include, at Franchisor's option,

any or all of the services that Franchisor is obligated to provide monthly Subscribers. Franchisee agrees to provide all such services to our monthly Subscribers in compliance with the terms of the Franchise Agreement.

## **8.6 Compliance with Laws and with Franchisor's Standards**

(a) Franchisee agrees to comply with all federal, state, and other laws pertaining to the operation of the Franchisee Business.

(i) Prepare and forward to Franchisor verified information of prospective Dashboard Subscribers in such form as shall be reasonably designated by Franchisor;

(b) If Franchisor determines that Franchisee operations under this Agreement require the preparation, amendment, registration or filing of any information or documents with any regulatory authority, the information and documents will be prepared, amended, registered or filed by Franchisor or its designee. The costs and expenses of that preparation, amendment, registration or filing (including legal costs), and any additional costs and expenses incurred by Franchisor in connection with the Marketing Territory, shall be borne by Franchisee and the other Franchisees within the state where the Marketing Territory is located, on a proportionate basis determined by Franchisor. At Franchisor's request, Franchisee shall promptly pay Franchisor (or its designee) the proportionate amount of those costs and expenses.

(c) Franchisee expressly permits Franchisor to include in any franchise disclosure documents (whether required by law or made available on a voluntary basis) and other documents required by law personal information related to Franchisee, including Franchisee's name, any address, telephone number and facsimile number.

(d) In connection with the offering and sale of Dashboard subscriptions and other products and services under this Agreement, Franchisee shall:

(i) Provide only information that is contained in or consistent with Franchisor's then-current sales and marketing materials and Dashboard subscriptions and product and service offerings ;

(ii) Not provide any oral or written representations, warranties, claims or other information, unless Franchisor so permits in writing; and

(iii) Not make any oral or written representations, warranties, amendments or agreements to or with any prospective Subscribers other than those contained in Franchisor's then-current sales and marketing materials and contracts or documentation for Dashboard subscription and other products and services.

(e) Franchisee agrees to operate the Franchisee Business in strict compliance with all applicable laws, rules, and regulations of all Government Entities; comply with all applicable wage, hour and other laws and regulations of federal, state and local governments; prepare and file all necessary tax returns; pay all taxes imposed on Franchisee related to the Franchisee Business;

obtain and keep in good standing all necessary licenses, permits and other required forms of governmental approval required of Franchisee to fulfill its obligations under this Agreement and any related agreement; pay or cause to be paid prior to delinquency all taxes, fines, fees and/or assessments arising out of or in connection with the operation of the Franchisee Business.

#### **8.7 Franchisee Compliance with Laws**

Franchisee will use its best efforts to ensure that the Franchisee Business is in compliance with all applicable laws, rules and regulations of any Government Entity and comply with all applicable wage, hour and other laws and regulations of any Government Entity. Franchisee will report to Franchisor any legal non-compliance Franchisee Business.

#### **8.8 Compliance with Manual**

(a) Franchisee shall comply with the Manual (which includes supplements to the Manual) and all System Standards as an essential aspect of its obligations under this Agreement and failure to comply with a reasonable requirement of the Manual or System Standards shall be considered a breach of this Agreement. A master copy of the Manual maintained by Franchisor at its principal office shall be controlling in the event of a dispute relative to the content of any Manual.

(b) The Manual is the sole property of Franchisor and will be used by Franchisee only during the Term of this Agreement. Franchisee shall return the Manual to Franchisor on the expiration, termination or assignment of this Agreement. Franchisee shall not duplicate the Manual or disclose its contents to persons other than the Franchisees in the Marketing Territory, or representatives who have signed a confidentiality agreement, in a form acceptable to Franchisor, and only to the extent that disclosure of said information is required under this Agreement or the Manual for the operation of the Franchisee Business.

(c) Franchisee, upon receiving any updated information regarding the Manual from Franchisor, shall immediately implement those changes as instructed by Franchisor and, within the time period designated by Franchisor in its instructions (or if no such time period is designated, within one (1) business day) shall conform its operations with the updated provisions. Franchisee shall also be responsible for instructing each of the Franchisees in the Marketing Territory to follow the same updating and operational procedures for the Franchisee Manual as described in this Section 8.8.

#### **8.9 Compliance with Agreements; Communications and Evaluations**

Franchisee shall promptly notify each Franchisee Businesses, in writing, of any failure by such Franchisee Businesses to comply with the System Standards and specifications in the Franchisee Manual, and shall send a copy of that notice to Franchisor. Franchisee acknowledges, however, that Franchisee's evaluations, notices and reports are advisory only, and that only the Franchisor shall have:

(a) The right to evaluate and ascertain Franchisee Businesses compliance;

- (b) The sole right to send default notices to Franchisee Businesses’;
- (c) The sole right to terminate a Franchise Agreement; and
- (d) The sole right to take any legal action with respect to any breach of, or default under, a Franchise Agreement.

If Franchisee believes that any Franchisee Businesses has breached, or is in default under its Franchise Agreement, Franchisee shall promptly provide written notice to Franchisor of all facts relating to that alleged breach or default. Franchisor may, in its sole judgment, take such action as it deems appropriate after receiving such notice from Franchisee.

#### **8.10 Franchisee Payments**

Franchisee shall, if requested by Franchisor, assist in the enforcement of Franchisor’s rights under Franchisees’ Franchise Agreements, including the collection of delinquent payments from Franchisees. Franchisee shall pay to Franchisor, or at Franchisor’s election, reimburse Franchisor for, ten to twenty percent (10%-20%) of all costs and expenses (including reasonable attorneys’ fees) incurred by Franchisor in connection with the collection of delinquent payments (including Management Fees) from Franchisees to Franchisor. Franchisee shall make such payment within ten (10) days after Franchisor’s written request therefor or invoice thereof.

#### **8.11 Monthly Reports**

Franchisee shall submit a monthly report to Franchisor on Franchisee’s activities (including Franchisee’s objectives, progress against objectives, sales, activity in the market and competition) in the form and containing the information required by Franchisor, as specified from time to time in writing, within fifteen (15) days after the end of each month.

#### **8.12 Participation in Operation of Business; Franchisee Business Manager**

(a) Franchisee agrees to personally and directly supervise the operation of the Franchisee Business licensed hereunder, unless otherwise permitted in writing by Franchisor. Franchisee agrees to devote the amount of its time, attention and best efforts to the performance of its duties under this Agreement that is necessary for the proper and effective operation of the Franchisee Business.

(b) If Franchisee is an individual, Franchisee shall either serve as or designate a business manager (the “**Franchisee Business Manager**”). If Franchisee is an entity, then Franchisee shall designate a Franchisee Business Manager. Franchisee shall inform Franchisor in writing as to the identity of its Franchisee Business Manager and any successor Franchisee Business Managers. Each Franchisee Business Manager must receive Franchisor’s prior written approval. The Franchisee Business Manager will have day-to-day management responsibility for the Franchisee Business, exercise on-premises supervision and personally participate in the direct operation of the Franchisee Business. The Franchisee Business Manager must devote all of his or her business time to the management of the Franchisee Business. The definition, duties, required

hours and responsibilities of each Franchisee Business Manager may be set forth in the Manual. Each Franchisee Business Manager must complete, at Franchisee's expense, the Franchisee Training Program in accordance with Section 7.1 above.

(c) Upon the death, disability or termination of employment of Franchisee's designated Franchisee Business Manager, Franchisee agrees immediately to notify Franchisor and designate a successor or acting Franchisee Business Manager within ninety (90) days following the death, disability or termination of the predecessor Franchisee Business Manager.

### **8.13 Payment of Taxes and Other Obligations**

Franchisee shall promptly pay when due all Taxes and other obligations incurred during the operation of the Franchisee Business. Franchisee agrees to pay to Franchisor (or its Affiliates) immediately upon demand by Franchisor, the amount of any other tax or levy whatsoever – however denominated (but not including any income taxes imposed on Franchisor or its Affiliates) – imposed on, required to be collected, or paid by Franchisor on account of services or goods Franchisor has furnished to Franchisee through sale, lease or otherwise, or on account of collection by Franchisor of the Regional Developer Fee, Technology Fees, or any other fees called for by this Agreement.

### **8.14 Office; Franchisee Business Opening; Computer System**

(a) Franchisee shall obtain within thirty (30) days of the Effective Date, and thereafter maintain and operate the Franchisee Business from his home office. Franchisee may also lease an office facility subject to Franchisor approval. The Office shall be located in a commercial office space approved by Franchisor prior to the opening of the Office (or relocation of the Office). The lease for the Office shall contain certain provisions prescribed by Franchisor, including, without limitation, requirements that Franchisor be notified of any lease defaults by Franchisee and have the right to cure such defaults within a reasonable time and that the lease may be assigned at any time by Franchisee to Franchisor. If Franchisor disapproves a site for the Office, Franchisee must select another site for Franchisor's approval.

(b) Franchisee is responsible for developing the Office. Franchisor reserves the right to give Franchisee mandatory and suggested specifications and layouts for a Franchisee Business office, including requirements for dimensions, design, image, interior layout, decor, fixtures, signs, furnishings, and color scheme. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act (the "ADA") or similar rules governing public accommodations for persons with disabilities. It is Franchisee's responsibility to make sure that the Office complies with the ADA and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions.

(c) Franchisee agrees to do the following, at Franchisee's own expense, to develop the Office:

(i) secure all financing required to develop and operate the Office;



(ii) obtain all required building, utility, sign, business, and other permits and licenses;

(iii) decorate the Office according to approved plans and specifications;

(iv) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating, and installation services;

(v) purchase or lease, and install, all required fixtures, furniture, equipment (including a required or recommended computer and facsimile), furnishings, and signs (collectively, "**Operating Assets**") for the Office; and

(vi) purchase an opening inventory of authorized and approved products, materials, and supplies to operate the Franchisee Business.

(d) Franchisee must notify Franchisor in writing at least fifteen (15) days prior to the day on which Franchisee proposes to begin operating the Franchisee Business. Franchisee agrees not to begin operating the Franchisee Business until:

(i) Franchisor notifies Franchisee in writing that the Franchisee Business and the Office meet the System Standards (although Franchisor's acceptance is not a representation or warranty, express or implied, that the Office and the Franchisee Business complies with any engineering, licensing, environmental, labor, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, rules, regulations, requirements, or recommendations nor a waiver of Franchisor's right to require continuing compliance with the System Standards); <sup>[1]</sup><sub>[SEP]</sub>

(ii) Franchisee (if an individual) or the Franchisee Business Manager (if an entity) satisfactorily completes training;

(iii) Franchisee pays the Franchise Fee and other amounts then due to Franchisor; and <sup>[1]</sup><sub>[SEP]</sub>

(iv) Franchisee gives Franchisor certificates or other evidence Franchisor requires for all required insurance policies.

(e) Franchisor may inspect the premises while Franchisee develops the Office. Subject to Franchisee's compliance with these conditions, Franchisee agrees to begin operating the Franchisee Business within ninety (90) days after the Effective Date.

(f) Franchisee shall obtain, maintain, upgrade and update all hardware, software and other communications systems (collectively, the "**Computer System**"), at its own expense, in accordance with the written instructions of Franchisor from time to time. Franchisor reserves the right to require Franchisee to execute software licensing contracts in order to be permitted to use the software that Franchisor requires Franchisee to use.

(g) Franchisee agrees to provide all assistance that Franchisor requires to bring the Computer System on-line with Franchisor's headquarters computer at the earliest possible time and to maintain this connection as Franchisor requires. Franchisee agrees that Franchisor may retrieve from the Computer System all information and emails that Franchisor deems necessary, desirable or appropriate.

#### **8.15 Support**

Franchisee shall provide each of the Franchisees in the Marketing Territory with all of the required support set forth in **Schedule C** attached to this Agreement.

#### **8.16 Guaranty; Non-Competition Agreement**

If (a) Franchisee is an entity, then all of its Owners listed on **Schedule D** will execute both (i) a Guaranty and Assumption of Obligations substantially in the form attached as **Schedule H** to this Agreement and (ii) a Confidentiality/Non-Competition Agreement substantially in the form attached as **Schedule E**, or, (b) if this Agreement is assigned to another corporation or entity, then such assignment will be effective and contingent upon the execution of Franchisor's then current form of Guaranty and Assumption of Obligations and Confidentiality/Non-Competition Agreement by all of the Owners of Franchisee. Each Owner shall also sign the Acknowledgements and Representations form attached as **Schedule F**.

#### **8.17 Corporate and Partnership Requirements; Records**

If Franchisee is a corporation, limited partnership, partnership or proprietorship, Franchisee must comply with the following requirements:

Franchisee shall furnish Franchisor with its Articles of incorporation; bylaws; other governing documents; list of officers, directors and shareholders (including number and percentage of shares held); and any other documents Franchisor may reasonably request, and any amendments to them.

#### **8.18 Testimonials and Endorsements**

Franchisee agrees to cooperate with Franchisor in procuring testimonials or endorsements from Franchisees within the Marketing Territory. Franchisee agrees that Franchisor will be free to make whatever use of testimonials and endorsements that Franchisor determines, and that Franchisor will owe Franchisee absolutely no direct or indirect compensation or other duty as a consequence.

#### **8.19 No Conflicting Agreements**

Throughout the Term of this Agreement, Franchisee may not be party to any contract, agreement, mortgage, by-law provision, lease or restriction of any type or nature which may conflict with, or be breached by, the execution, delivery, and/or performance of this Agreement.

#### **8.20 Exclusive Relationship**

(a) Franchisee acknowledges that Franchisor has granted Franchisee the Franchise in consideration of and reliance upon Franchisee's agreement to deal exclusively with Franchisor. Franchisee and the Restricted Persons therefore agree that, during the Term of this Agreement, neither Franchisee, any Restricted Person, any Guarantor, nor any officer, director, or employee of Franchisee, or any of the Restricted Persons will:

(i) have any direct or indirect controlling or non-controlling interest as an owner whether of record, beneficially, or otherwise in a Competitive Business, wherever located or operating (except that equity ownership of less than two percent (2%) of a Competitive Business whose stock or other forms of Ownership Interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(ii) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(iii) divert or attempt to divert any actual or potential business or customer of the Franchisee Business or any Franchisee Business or Franchisee Businesses to a Competitive Business;

(iv) directly or indirectly loan any money or other thing of value to, or guarantee any other person's loan to, any Competitive Business or any owner, director, officer, manager, employee or agent of any Competitive Business, wherever located or operating;

(v) employ or seek to employ any person who is at that time employed by Franchisor or any of Franchisor's Affiliates, any Franchisee Business, or any Franchisee Businesses, or otherwise directly or indirectly induce such person to leave his or her employment;

(vi) engage in any other activity which might injure the goodwill of the Marks or the Franchise System; or

(vii) market Franchisee Businesses to a third party outside the Marketing Territory.

Franchisee agrees to obtain similar covenants from the personnel Franchisor specifies, including officers, directors, managers, and employees attending Franchisor's training programs or having access to Confidential Information. Franchisor has the right to regulate the form of agreement that Franchisee uses and to be a third party beneficiary of that agreement with independent enforcement rights.

## **ARTICLE 9. CONFIDENTIAL INFORMATION**

### **9.1 Confidential Information.**

(a) Franchisor possesses (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the "**Confidential Information**"), relating to developing and operating Franchisee Businesses and Franchisee Businesses, including (without limitation):

- (i) training and operations materials and manuals;
  - (ii) methods, formats, specifications, Standards, systems, procedures, sales and marketing techniques;
  - (iii) knowledge, and experience used in developing and operating Franchisee and Franchisee Businesses;
  - (iv) all customer lists and records generated and/or otherwise maintained by Franchisee and Franchisee Businesses;
  - (v) marketing and advertising programs for Franchisee Businesses;
  - (vi) knowledge of specifications for and suppliers of Operating Assets and other products and supplies, including supplier pricing and related terms;
  - (vii) any computer software or similar technology which is proprietary to Franchisor or the Franchise System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;
  - (viii) Businesses located both within and outside of the Marketing Territory;
  - (ix) graphic designs and related intellectual property;
  - (x) customer and member solicitation, communication and retention programs, along with data and information used or generated in connection with those programs;
  - (xi) all data and other information generated by, or used in, the operation of Franchisee and Franchisee Businesses, including contacts at vendors, customer names, addresses, phone numbers and other information supplied by any customer (such as credit card information or personal information), and any other information contained at any time and from time to time in the Computer System or that visitors to any Franchisee and Franchisee Businesses provides to the Website for the network of Franchisee's and Franchisee Businesses; and
  - (xii) any other information that Franchisor reasonably designates as confidential or proprietary.
- (b) Franchisee acknowledges and agrees that Franchisee will not acquire any interest in Confidential Information, other than the right to use it as Franchisor specifies in operating the Franchisee Business during the Term of this Agreement, and that Confidential Information is proprietary, includes Franchisor's trade secrets, and is disclosed to Franchisee only on the condition that Franchisee agrees, and Franchisee in fact does agree, that Franchisee:
- (i) will not use Confidential Information in any other business or capacity;

(ii) will keep each item deemed to be part of Confidential Information absolutely confidential, both during the Term of this Agreement and then thereafter for as long as the item is not generally known in the business training and consulting industry;

(iii) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and

(iv) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to Franchisee Business personnel and other need-to-know personnel and using non-disclosure and non-competition agreements with those having access to Confidential Information. Franchisor has the right to regulate the form of agreements that Franchisee uses and to be a third party beneficiary of those agreements with independent enforcement rights.

(c) Confidential Information does not include information, knowledge, or know-how which Franchisee can demonstrate lawfully came to Franchisee's attention before Franchisor provided it to Franchisee directly or indirectly; which, at the time Franchisor disclosed it to Franchisee, already had lawfully become generally known in the business training and consulting industry through publication or communication by others (without violating an obligation to Franchisor); or which, after Franchisor discloses it to Franchisee, lawfully becomes generally known in the business training and consulting industry through publication or communication by others (without violating an obligation to Franchisor). However, if Franchisor includes any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

(d) All ideas, concepts, techniques, or materials relating to the Franchisee Business, whether or not protectable intellectual property and whether created by or for Franchisee or Franchisee's Owners or employees, must be promptly disclosed to Franchisor and will be deemed to be Franchisor's sole and exclusive property, part of the Franchise System, and works made-for-hire for Franchisor. To the extent that any item does not qualify as a "work made-for-hire" for Franchisor, by this paragraph Franchisee assigns ownership of that item, and all related rights to that item, to Franchisor and agrees to take whatever action (including signing assignment or other documents) Franchisor requests to evidence Franchisor's ownership or to help Franchisor obtain intellectual property rights in the item (including signing assignment or other documents, and causing Franchisee's Owners, employees and contractors to do the same). Franchisee may not use any such idea, concept, technique or material in connection with the Franchisee Business without Franchisor's prior approval.

## **ARTICLE 10. REPRESENTATIONS AND ACKNOWLEDGMENTS**

### **10.1 Franchisee's Representations and Acknowledgments**

Franchisee represents and warrants that the following are true and correct as of the date hereof and will remain true and correct throughout the Term of this Agreement:

(a) Franchisee understands and acknowledges that Franchisor has made no promise or guarantee, express or implied, that Franchisee will be able to comply with any applicable laws and regulations concerning the sale of licenses in the Marketing Territory throughout the Term, but Franchisee agrees to use its best efforts to comply with the same.

(b) Franchisor (and no employee, agent or salesperson of Franchisor) has made no representations or statements of actual, average, projected or forecasted sales, profits or earnings to Franchisee with respect to the Franchisee Business, or any other Franchisee Business, on which Franchisee has in any way relied upon as a reason for entering into this Agreement.

(c) No representation or statement has been made by Franchisor (or any employee, agent or salesperson of Franchisor) and relied on by Franchisee regarding the anticipated income, earnings and growth of Franchisor or the Franchise System, or the viability of the business opportunity being offered under this Agreement.

(d) Before executing this Agreement, Franchisee has had the opportunity to contact any and all existing Franchisees of Franchisor.

(e) Franchisee has received from Franchisor a copy of Franchisor's franchise disclosure document, together with a copy of all proposed agreements relating to the sale of the license, at least fourteen (14) calendar days before the execution of this Agreement or at least fourteen (14) calendar days before the payment by Franchisee to Franchisor of any consideration in connection with the sale or proposed sale of the license granted by this Agreement.

(f) No representation or statement has been made by Franchisor (or any employee, agent or salesperson of Franchisor) and relied on by Franchisee regarding Franchisee's ability to procure any required license or permit that may be necessary to the operation of the Franchisee Business.

(g) Franchisee acknowledges that it has read this Agreement and understands and accepts the terms contained in this Agreement as being reasonably necessary to maintain Franchisor's high Standards of quality and service and the uniformity of those Standards and thereby to protect and preserve the goodwill of the Marks and the integrity of the Franchised Methods and the Franchise System. Franchisee has had the opportunity to independently investigate, analyze and construe both the business opportunity being offered under this Agreement, and the terms and provisions of this Agreement, using the services of legal counsel, accountants or other advisers (if Franchisee so elects) of its own choosing. Franchisee has been advised to consult with its own advisers with respect to the legal, financial and other aspects of this Agreement, the Franchisee Business, and the prospects for that business. Franchisee has either consulted with these advisors or has deliberately declined to do so.

(h) Franchisee acknowledges that, like any other business, the nature of the business venture contemplated by this Agreement may evolve and change over time, that the investment involves business risks and that the success of the venture is largely dependent on Franchisee's business abilities and efforts

(i) The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on Franchisee, since Franchisee has other skills, experience and education which afford Franchisee the opportunity to derive income from other endeavors.

(j) Franchisee affirms that all information set forth in all applications, financial statements and submissions to Franchisor is true, complete and accurate in all material respects, and Franchisee expressly acknowledges that Franchisor is relying on the truthfulness, completeness and accuracy of this information.

(k) Franchisee represents that it is familiar with and has the necessary managerial and financial ability to operate, develop and maintain the Franchisee Business and that it has sufficient staff and offices to meet and maintain the Performance Standards and to attempt to sell and support prospective and future Subscribers in accordance with the Manual and System Standards.

## 10.2 Variance of System Standards

Franchisee acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor reserves the right to vary System Standards for any Franchisee based on the peculiarities of the particular Marketing Territory or circumstance, density of population, business potential, population of trade area, existing business practices or any other condition which Franchisor considers important to the successful operation of the particular Franchisee business. Franchisee will have no right to require Franchisor to disclose any variation to Franchisee or to grant it the same or a similar variation under this Agreement.

# ARTICLE 11. ADVERTISING

## 11.1 Franchisee Marketing Activities

(a) Franchisee shall only make advertising expenditures in accordance with the written guidelines (the “**Guidelines**”) as set forth in the Manual. Franchisee agrees that prior to displaying any promotional or marketing material (the “**Advertising Material**”) that is not provided by Franchisor, Franchisee will submit such Advertising Material to Franchisor for Franchisor’s review and written approval at least 90 days before the first time such material is broadcast or published. Following receipt of the Advertising Material, Franchisor may, in its sole judgment, notify Franchisee that it rejects or requires modification to all or any portion of the Advertising Material. If Franchisor does not notify Franchisee of its approval of the Advertising Material within five (5) calendar days of its receipt by Franchisor, the Advertising Material will be deemed disapproved.

(b) Franchisee shall not promote the Franchisee Business on any websites without Franchisee’s prior written consent. Notwithstanding any provision of this Agreement to the contrary, immediately upon receipt by Franchisee of a written notice from Franchisor requiring Franchisee to cease promoting the Franchisee Business, the Marks and the Franchise System on

any website or social media page, Franchisee must comply with Franchisor's directions in the notice.

(c) All advertising and promotion by Franchisee must be completely factual and must conform to the highest Standards of ethical advertising and approved in writing by Franchisor. The Franchisee Business must in all dealings with its suppliers, Franchisor and the public adhere to the highest Standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any business or advertising practice which may be injurious to Franchisor's business and the goodwill associated with the Marks and other Franchisee's and Franchisee Businesses. Franchisee must notify Franchisor in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any offer, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect Franchisee's operation or financial condition or that of the Franchisee Business and of any notice of violation of any law, ordinance, or regulation relating to the Franchisee Business.

## **11.2 Signage**

If Franchisee desires to install a sign at the Office, it shall maintain the same in a prominent location in accordance with Franchisor's Guidelines and specifications as set forth in the Manual or otherwise, unless prohibited from doing so by applicable laws and regulations.

# **ARTICLE 12. MARKS AND INTELLECTUAL PROPERTY**

## **12.1 Ownership and Goodwill of Marks**

Franchisee agrees that the Marks are Franchisor's exclusive property, and that Franchisor is granting Franchisee a license to use the Marks in connection with the Franchisee Business' development and operation. Franchisee's right to use the Marks is derived only from this Agreement and limited to Franchisee's operation of the Franchisee Business according to this Agreement and all System Standards Franchisor prescribes during the Term. Franchisee's unauthorized use of the Marks is a breach of this Agreement and infringes Franchisor's rights in the Marks. Franchisee acknowledges and agrees that Franchisee's use of the Marks and any goodwill established by that use are exclusively for Franchisor's benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon Franchisee (other than the right to operate the Franchisee Business under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional proprietary trade and service Marks Franchisor authorizes Franchisee to use. Franchisee may not at any time during or after the Term contest or assist any other person in contesting the validity, or Franchisor's ownership, of the Marks.

## **12.2 Limitations on Franchisee's Use of Marks**

Franchisee agrees to use the Marks within the Marketing Territory as the Franchisee Business' sole identification, except that Franchisee agrees to identify itself as its independent owner in the manner Franchisor prescribes. Franchisee may not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix, or other modifying words, terms, designs, or



symbols (other than logos Franchisor has licensed to Franchisee), (3) in selling any unauthorized services or products, (4) as part of any domain name, homepage, electronic address, or otherwise in connection with a Website, or (5) in any other manner that Franchisor has not expressly authorized in writing.

Franchisee may not use any Mark in advertising the transfer, sale, or other disposition of the Franchisee Business or an Ownership Interest in Franchisee without Franchisor's prior written consent, which will not be unreasonably withheld. Franchisee agrees to display the Marks prominently as Franchisor prescribes at the Office and on vehicles, forms, advertising, supplies, and other materials Franchisor designates. Franchisee shall execute any assignment or other document Franchisor requires to discontinue or to transfer to Franchisor any rights Franchisee may possess in a trade name or social media identity utilizing any of the Marks.

### **12.3 Notification of Infringements and Claims.**

Franchisee agrees to notify Franchisor immediately of any apparent infringement or challenge to Franchisee's use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than Franchisor, Franchisor's attorneys, and Franchisee's attorneys, regarding any infringement, challenge, or claim. Franchisor may take the action Franchisor deems appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. Franchisee agrees to sign any documents and take any other reasonable action that, in the opinion of Franchisor's attorneys, are necessary or advisable to protect and maintain Franchisor's interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain Franchisor's interests in the Marks.

### **12.4 Discontinuance of Use of Marks.**

If it becomes advisable at any time for Franchisor and/or Franchisee to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service Marks, Franchisee agrees to comply with Franchisor's directions within a reasonable time after receiving notice. Franchisor need not reimburse Franchisee for Franchisee's direct expenses of changing the Franchisee Business' signs, 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 Franchisee's expenses of promoting a modified or substitute trademark or service mark.

Franchisor's rights in this Section 12.4 apply to any and all of the Marks (and any portion of any Mark) that Franchisor authorizes Franchisee to use in this Agreement. Franchisor may exercise these rights at any time and for any reason, business or otherwise, that Franchisor thinks best. Franchisee acknowledges both Franchisor's right to take this action and Franchisee's obligation to comply with Franchisor's directions.

### **12.5 Franchisee's Name**

Franchisee acknowledges that Franchisor has a prior and superior claim to the Marks. Franchisee's rights granted pursuant to this Agreement shall not include the right to use any of the Marks as a part of its legal name. Franchisee agrees to obtain any fictitious or assumed name registrations required under applicable law and to use the notices of trade and service mark registrations that Franchisor specifies, including, without limitation, a fictitious or assumed name that includes "The Home Franchise, LLC" or "YourHomeHub Dashboard *powered by Mooveguru*" or "YourHomeHub"- Franchisee s.

## **ARTICLE 13. REPORTS AND RECORDS**

### **13.1 Reports**

Franchisee shall complete and submit to Franchisor in a form required by Franchisor a status report for all prospective franchisees and Applicants in the Marketing Territory summarizing the current status of the application process for each prospective franchisee and/or Applicant and the next steps in such process (each, a "**Performance Report**").

The Performance Report must be delivered to Franchisor on a monthly basis by email on or before 5:00 p.m. ET the last Friday of each month, or by such other method or at such other frequency as Franchisor in its sole judgment requires. Franchisee also agrees to complete and submit to Franchisor any weekly, monthly, semi-annual or other periodic reports (whether electronic or otherwise) regarding the activity of the Franchisee Business in the form and with the frequency required by Franchisor.

### **13.2 Annual Reports**

Franchisee shall, within sixty (60) days after the end of its fiscal year, provide to Franchisor annual financial statements certified to be true and correct by Franchisee in the manner prescribed by Franchisor upon Franchisor's request. Franchisor reserves the right to require the annual financial statements to be audited by an independent certified public accountant. Franchisee authorizes Franchisor to incorporate in its franchise disclosure document(s) and/or promotional literature information derived from the financial statements.

### **13.3 Maintenance of Records**

Franchisee shall maintain all books and records for the Franchisee Business in accordance with United States generally accepted accounting principles, consistently applied, and preserve these records for at least three (3) years after the fiscal year to which they relate or for such longer period as may be required by a Government Entity.

## **ARTICLE 14. ASSIGNMENT OF RIGHTS**

### **14.1 Assignment by Franchisor**

Franchisee acknowledges that Franchisor maintains a staff to manage and operate the Franchise System and that staff members can change as employees come and go. Franchisee represents that

Franchisee has not signed this Agreement in reliance on any particular shareholder, director, officer, or employee remaining with Franchisor in that capacity. Franchisor may change Franchisor's ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. After Franchisor's assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, Franchisor no longer will have any performance or other obligations under this Agreement.

#### **14.2 Assignment by Franchisee**

Franchisee understands and acknowledges that the rights and duties this Agreement creates are personal to Franchisee (or to its Owners) and that Franchisor has granted Franchisee the Franchise in reliance upon Franchisor's perceptions of Franchisee's (or its Owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, none of the following may be transferred without Franchisor's prior written approval: (i) this Agreement (or any right granted by or interest in this Agreement), (ii) the Franchisee Business (or any right to receive all or a portion of the Franchisee Business' profits or losses or capital appreciation related to the Franchisee Business); (iii) substantially all of the assets of the Franchisee Business; (iv) any Ownership Interest in Franchisee (regardless of its size); or (v) any Ownership Interest in any of Franchisee's Owners (if such Owners are entities). A transfer of the Franchisee Business' ownership, possession, or control, or substantially all of its assets, may be made only with a transfer of this Agreement. Any Transfer without Franchisor's approval shall constitute a breach of this Agreement and shall be of no force or effect.

#### **14.3 Conditions for Approval of Transfer**

(a) If Franchisee and its Owners are fully complying with this Agreement, then, subject to the other provisions of this Article 14, Franchisor will approve a Transfer that meets all of the requirements in this Section 14.3.

(b) If Franchisee is an entity, its Owners may transfer a non-controlling Ownership Interest in Franchisee or its Owners (determined as of the date on which the proposed Transfer will occur) if: (i) the proposed transferee and its direct and indirect Owners (if the transferee is an entity) are of good character and otherwise meet Franchisor's then applicable Standards for Franchisee Business franchise owners (including no Ownership Interest in or performance of services for a Competitive Business); (ii) Franchisee gives Franchisor prior written notice of the Transfer and later provides Franchisor final documentation of the consummated Transfer; and (iii) Franchisee reimburses Franchisor, upon Franchisor's demand at any time, for any costs Franchisor incurs in connection with the proposed Transfer (regardless of whether the proposed Transfer actually transpires).

(c) For any other proposed Transfer (including a Transfer of this Agreement, a Transfer of a controlling Ownership Interest in Franchisee or one of its Owners, or a Transfer that is one of a series of Transfers (regardless of the time period over which these Transfers take place) which in the aggregate transfer this Agreement or a controlling Ownership Interest in Franchisee or one

of its Owners) all of the following conditions must be met before or concurrently with the effective date of the Transfer:

(i) the transferee has sufficient business experience, aptitude, education, record of compliance with applicable laws, and financial resources to operate the Franchisee Business;

(ii) Franchisee has paid all Technology Fees, and other amounts owed to Franchisor, its Affiliates, and third party vendors; has submitted all required reports and statements; and has not violated any provision of this Agreement or any other agreement with Franchisor during both the sixty (60) day period before Franchisee requested Franchisor's consent to the Transfer and the period between Franchisee's request and the effective date of the Transfer;

(iii) 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;

(iv) the transferee (or its proposed Franchisee Business Manager) satisfactorily completes the Franchisee Training Program and the Franchisee Businesses Training Program;

(v) the transferee shall (if the transfer is of this Agreement), or Franchisee shall (if the Transfer is of a controlling Ownership Interest in Franchisee or one of its Owners), sign Franchisor's then current form of Franchisee agreement and related documents (including, without limitation, Franchisor's 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 Initial Franchise Fee Revenue Share and Ongoing Revenue Share Franchisor pays to Franchisee, (except that the Marketing Territory will remain the same), provided, however, that the execution of the new Franchisee agreement will terminate this Agreement (except for Franchisee's guarantees, the post-termination obligations under this Agreement, and all other rights and obligations that survive termination or expiration of this Agreement), and the term of the new Franchisee agreement signed will expire on the expiration of this Agreement, unless Franchisor and the transferee otherwise agree in writing;

(vi) Franchisee or the transferee pays Franchisor a transfer fee of \$35,000.

(vii) Franchisee (and its transferring Owners) signs a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its shareholders, officers, directors, members, employees, and agents;

(viii) Franchisor has determined that the purchase price and payment terms will not adversely affect the transferee's operation of the Franchisee Business;

(ix) if Franchisee or its Owners finance any part of the purchase price, Franchisee and/or its Owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the Franchisee Business are subordinate to the transferee's obligation to pay Technology Fees, and other amounts due to Franchisor, Franchisor's Affiliates, and third party vendors and otherwise to comply with this Agreement;

(x) Franchisee and its transferring Owners (and Franchisee's and its Owners' spouses) will not, for three (3) years beginning on the transfer's effective date, engage in any of the activities proscribed in Sections 17.3 or 17.4 below; and

(xi) Franchisee and its transferring Owners will not directly or indirectly at any time or in any manner (except with respect to Franchisee Businesses Franchisee owns and operates) identify itself or themselves or any business as a current or former Franchisee Business or as one of Franchisor's Franchisee; use any Mark, any colorable imitation of a Mark, or other indicia of a Franchisee Businesses 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 Franchisor.

(d) Franchisor may review all information regarding the Franchisee Business that Franchisee gives the transferee, correct any information that Franchisor believes is inaccurate, and give the transferee copies of any reports that Franchisee has given Franchisor or Franchisor has made regarding the Franchisee Business.

#### 14.4 Permitted Transfers

The restrictions under Section 14.2 will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on a public stock market that represent less than two percent (2.0%) of the number of that class of shares which are issued and outstanding, and must not be construed to prohibit Franchisee, any Owner, or any of the Restricted Persons from having a direct or indirect Ownership Interest in any Franchisee Businesses or Franchisee Business, or from providing services to a Franchisee Businesses. Franchisee acknowledges and agrees that the failure of any person or entity restricted by this Section 14.4 to comply with this Section 14.4 constitutes a breach of this Agreement by Franchisee.

#### 14.5 Effect of Consent to Transfer

If the Transfer is of an Ownership Interest in Franchisee to a person or entity other than an Owner, the transferee's name will be added to the list of Owners on **Schedule D** hereto and in the event the transferee is an entity, all names of all of the holders of Ownership Interests in such entity will also be added to the list of Owners. Franchisor may require all such additional Owners to execute non-competition agreements in a form that Franchisor periodically specifies.

Franchisor's consent to a Transfer of this Agreement or any interest subject to the restrictions of this Section 14.6 will not constitute a waiver of any claims it may have against Franchisee or its Owners, nor will it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms or conditions of this Agreement by the transferee.

#### 14.6 Assignment by Franchisee – Transfer Upon Death or Disability

Upon the death or disability (which, for purposes of this Agreement, means the inability to conduct business in the ordinary course for a period of six (6) months) of an Owner of Franchisee, the executor, administrator, conservator, guardian or other personal representative of such Owner

shall, within a reasonable time from the date of death or disability (not to exceed three (3) months after such death or disability), transfer the Owner's interest in and obligations under this Agreement, Franchisee, and the assets of Franchisee to a third party approved by Franchisor in accordance with this Article 14.

#### **14.7 Right of First Refusal**

(a) If Franchisee or any of its Owners shall at any time determine to sell or transfer all or part of Franchisee's interest in this Agreement (whether for all of the Marketing Territory or a part thereof), or any direct or indirect Ownership Interest or other interest in Franchisee, then Franchisee or the Owners, as applicable, must obtain a bona fide, executed written offer and earnest money deposit (in the amount of five percent (5%) or more of the offering price) from a qualified, responsible and fully disclosed purchaser and promptly submit to Franchisor a true and complete copy of the offer (and any proposed ancillary agreements). The offer must apply only to this Agreement, the assets of Franchisee, or a direct or indirect Ownership Interest or other interest in Franchisee and may not include the purchase of any other property or rights.

(b) Franchisor or its designee shall have the right, exercisable by written notice delivered to Franchisee or the Owner within ninety (90) days from the date of Franchisee's delivery to Franchisor of an exact copy of such offer and such other information as Franchisor reasonably requests, to notify Franchisee or the Owner of its intent to purchase such interests for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute cash or marketable securities of equal value for any form of payment proposed in such offer. Franchisor's credit shall be deemed equal to the credit of any proposed purchaser. Franchisor shall have not less than thirty (30) days following its notice to prepare for closing. Franchisor will be entitled to purchase such interest subject to all representations and warranties requested by Franchisor including, without limitation, representations and warranties as to (1) ownership, condition and title to stock and/or assets, (2) liens and encumbrances relating to the stock and/or assets, and (3) validity of contracts and liabilities, contingent or otherwise, of the entity whose stock is purchased.

(c) If Franchisor exercises its right of first refusal, Franchisee and the Owner(s) agree that, for five (5) years (as opposed to three (3) years) beginning on the closing date, it and they will be bound by the covenants contained in Section 17.3 and Section 17.4 below. Franchisor has the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Section 14.7.

(d) If Franchisor does not exercise its right of first refusal, Franchisee or the Owner may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to Franchisor's approval of the Transfer as provided in this Article 14 (although Franchisor's not exercising the right of first refusal does not mean that Franchisor has approved or must approve the proposed Transfer). However, if the sale to such purchaser is not completed within sixty (60) days after delivery of such offer to Franchisor, or there is a material change in the terms of the sale (which Franchisee must tell Franchisor immediately), Franchisor shall have an additional right of first refusal for thirty (30) days on the terms and conditions applicable to the initial right of first

refusal, except that Franchisor shall have the option to substitute any of the modified terms of purchase for those contained in the original offer.

## ARTICLE 15. OBTAINING A SUCCESSOR AGREEMENT

### 15.1 Right To Successor Terms

(a) Franchisee will have the right to enter into a Franchisee Agreement for a Successor Term if Franchisor is franchising in the state where the Franchisee Business is located. The first Successor Term will begin on the date of the expiration of the Initial Term. Franchisee's right to enter into a Successor Agreement will be conditioned on fulfillment of all of the following conditions:

(i) Not less than six (6) months, but not more than twelve (12) months, before the expiration of the Initial Term or any Successor Term of this Agreement, Franchisee must request from Franchisor by written notice a copy of its then-current applicable franchise disclosure document, including its then-current Franchisee agreement being offered generally by Franchisor in the United States (the "**Successor Agreement**").

(ii) Within ninety (90) days after receipt of Franchisee's request, Franchisor agrees to deliver to Franchisee a copy of its current franchise disclosure document, and, promptly upon receipt of the disclosure document, Franchisee must acknowledge receipt by executing the receipt form in the franchise disclosure document and promptly returning it to Franchisor.

(iii) No sooner than fourteen (14) calendar days but no later than twenty-one (21) calendar days after Franchisee receives Franchisor's franchise disclosure document, Franchisee must, by written notice, notify Franchisor whether or not it elects to execute the Successor Agreement. <sup>[1]</sup><sub>SEP</sub>

(iv) Promptly upon receipt of Franchisee's notice of its election to execute the Successor Agreement, Franchisor must deliver to Franchisee copies of the Successor Agreement ready for execution. Promptly upon receipt of the Successor Agreement, Franchisee must execute the copies of the Successor Agreement and return them to Franchisor, accompanied by a check made payable to Franchisor for the Successor Franchise Fee.

(v) If Franchisee does not perform any of the acts or deliver any of the notices required by this Article 16 in a timely fashion, this will be deemed Franchisee's election not to exercise its right to enter into a Successor Agreement, and this right will automatically lapse and expire without further notice or action by Franchisor. If this occurs, this Agreement will terminate at the end of the Initial Term, subject to the post-termination and post-expiration provisions of this Agreement that by their nature survive.

(b) Franchisee's right to obtain a Successor Term is subject to: (i) Franchisee exercising its renewal right as described above and (ii) Franchisee's compliance with the conditions and procedures for a Successor Term set forth in this Article 16. The first Successor Term will begin on the date of the expiration of the Initial Term. If (but only if) Franchisor (or any successor of Franchisor) is not franchising in the state where the Franchisee Business is located,

then upon expiration of this Agreement (but not upon termination for cause), neither Franchisor nor any successor to Franchisor will enforce the post-term covenant not to compete set forth in Section 17.3 of this Agreement.

## 15.2 Further Conditions to Obtaining a Successor Agreement

(a) If Franchisee wishes to exercise its right to enter into a successor Franchisee agreement, it will do so by executing the applicable Successor Agreement. The Successor Agreement will take the form of Franchisor's then-current Franchisee agreement, modified as provided below. The Successor Agreement will supersede this Agreement in all respects. The terms of the Successor Agreement may differ from the terms of this Agreement, except that: (i) the boundaries of the Marketing Territory under this Agreement will remain the same, and (ii) the Initial Franchise Fee Revenue Share and Ongoing Revenue Share amounts paid by Franchisor to Franchisee in the Successor Agreement will not be greater than the then-current fees generally paid by Franchisor for new Franchisee or renewing Franchisee's. Franchisee must exercise its right under this Agreement under the following conditions:

(i) At the time of Franchisee's exercise of the right to enter into a Successor Agreement and the commencement of the Successor Term, Franchisee must have fully performed, be in compliance with and not be in default of its obligations under this Agreement and all System Standards, or any other agreements then in effect between Franchisee and Franchisor or its Affiliates;

(ii) Franchisee must have executed a release in Franchisor's then-current form of release of all claims against Franchisor, its Affiliates, and their officers, directors, shareholders, agents, attorneys, contractors and employees, in their corporate and individual capacities, arising out of or related to this Agreement. The release will not purport to release Franchisor from any future claims arising out of or related to any Successor Agreement entered into between Franchisee and Franchisor; and

(iii) Not less than sixty (60) days prior to the commencement of the Successor Term, Franchisee must pay to Franchisor the sum of **Ten Thousand Dollars (\$10,000)** (the "**Successor Franchise Fee**"), plus any applicable taxes.

## 15.3 Notice of Expiration

If applicable law requires, Franchisor to give notice of expiration to Franchisee at a specified time before the expiration of the Initial Term or any Successor Term of this Agreement, and Franchisor has not done so, the then Initial Term or Successor Term (as applicable) of this Agreement will be extended on a month-to-month basis until Franchisor has given Franchisee the required notice of expiration.

# ARTICLE 16. DEFAULT AND TERMINATION

## 16.1 Franchisee



If Franchisee and its Owners are fully complying with this Agreement and Franchisor materially fails to comply with this Agreement and does not correct the failure within thirty (30) days after Franchisee delivers to Franchisor written notice of the material failure or, if Franchisor cannot correct the failure within thirty (30) days, does not give Franchisee within thirty (30) days after Franchisee's notice reasonable evidence of Franchisor's effort to correct the failure within a reasonable time (which may extend beyond that thirty (30) days), Franchisee may terminate this Agreement effective an additional thirty (30) days after Franchisee delivers to Franchisor written notice of termination. (The time period during which Franchisor may cure any alleged material failure to comply with this Agreement after Franchisee's delivery of notice is called the "**Cure Period**"). However, if Franchisor sends Franchisee written notice during the Cure Period indicating that either (1) Franchisor does not agree that Franchisor has materially failed to comply with this Agreement or (2) Franchisor has fully corrected the failure, then Franchisee may not terminate this Agreement.

Any other termination or attempted termination of this Agreement by Franchisee will be deemed to be a basis for termination without cause pursuant to Section 16.2.

## 16.2 Franchisor

(a) Franchisor may (at its option) terminate this Agreement and all of Franchisee's rights hereunder, effective upon its delivery of written notice of termination to Franchisee, if:

(i) Franchisee at any time ceases to operate the Franchisee Business or abandons the relationship with Franchisor hereunder.

(ii) Franchisee does not begin operating the Franchisee Business within one hundred and twenty (120) days after the Effective Date.

(iii) Franchisee's Owners make any material misrepresentation or omission in acquiring the Franchise or operating the Franchisee Business.

(iv) Franchisee (or, if Franchisee is a corporation, partnership, proprietorship or other entity, any of its Owners) is or has 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 Franchisor reasonably believes adversely affects the reputation of Franchisor, Franchisee, Franchisee Businesses, Franchisee Businesses, the Franchise System, or the goodwill associated with the Marks.

(v) Franchisee or any of its Owners makes or attempts to make a Transfer in violation of the terms of this Agreement.

(vi) Franchisee does not comply with the covenant not to compete during the Term of this Agreement; violates the restrictions pertaining to the use of Confidential Information contained in this Agreement, or does not obtain the execution of the additional covenants required in Article 20 of this Agreement.

(vii) Franchisee conceals revenues; knowingly maintains false books or records; falsifies information or otherwise defrauds or makes false representations to Franchisor; or, knowingly submits any substantially false report to Franchisor.

(viii) Franchisee or any of its employees, Owners or Affiliates, directly or indirectly, applies for a trademark registration of any Mark anywhere in the world, makes any unauthorized use of the Marks, or makes an unauthorized use or disclosure of the Confidential Information, or Franchisee or any Restricted Person violates the restrictions in Article 9.

(ix) If Franchisee has received two (2) or more previous notices of default from Franchisor within a twelve (12) month period, regardless of whether Franchisee cured the previous defaults.

(x) Franchisee makes a willful misrepresentation or does not make a material disclosure required by any Government Entity regarding any matter involving or affecting the operations of the Franchisee Business.

(xi) Franchisee interferes or attempts to interfere with Franchisor's contractual relations with other Franchisee Businesses, customers, employees, advertising agencies or any third parties.

(xii) Franchisee or any of its Owners engages in any dishonest or unethical conduct which, in Franchisor's opinion, may adversely affect the reputation of Franchisor, Franchisee, Franchisee Businesses, the Franchise System or the goodwill associated with the Marks.

(xiii) Franchisee becomes insolvent in the sense that it is unable to pay its bills as they become due or its liabilities exceed its assets; makes an assignment for the benefit of creditors or an admission of its inability to pay its obligations as they become due; files a voluntary petition in bankruptcy, files any pleading seeking any reorganization, liquidation or dissolution under any law, admits or fails to contest the material allegations of any such pleading filed against it, or is adjudicated a bankrupt or insolvent; or has a receiver, trustee, liquidator or other person acting in a comparable capacity appointed for a substantial part of its assets.

(xiv) Any material judgment (or several judgments which in the aggregate are material) is obtained against Franchisee and remains unsatisfied or of record for thirty (30) days or longer (unless a bond has been filed as security for such judgment); or if execution is levied against any of the property used by Franchisee to perform its duties under this Agreement and is not discharged within five (5) days; or if any of Franchisee's real or personal property is sold after levy thereupon.

(xv) Franchisee violates any federal, state or local law or regulation applicable to the operation of the Franchisee Business and does not begin to correct the violation immediately, and correct the violation completely within thirty (30) days, after Franchisee has received notice from any Government Entity of the violation.

(xvi) Any other agreement between Franchisor (or its Affiliate) and Franchisee (or its Affiliate), including any other Franchisee agreement or Franchise Agreement, is terminated before its term expires for any reason whatsoever.

(xvii) Franchisee offers or sells as part of the Franchisee Business any unapproved program, service or product, or does not use and disseminate (as applicable) all materials, notices and procedures specified by Franchisor.

(xviii) Franchisee uses or duplicates any aspect of Franchisor's Franchise System, Services, programs or related products in an unauthorized fashion

(xix) Franchisee fails to meet the Performance Standards set forth in Section 8.1 and **Schedule B** of this Agreement.

(xx) Franchisee's or any of its Owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or Franchisee or any of its Owners otherwise violate any such law, ordinance, or regulation.

(xxi) Franchisee (or the Franchisee Business Manager) fails to maintain any license as may be required under applicable law to operate the Franchisee Business.

(b) Franchisor may (at its option) terminate this Agreement and all of Franchisee's rights hereunder, upon written notice and the failure to cure for the applicable period stated, if:

(i) Franchisee for any reason fails to pay any amounts owed to Franchisor or its Affiliates when due and does not correct the failure within ten (10) days after Franchisor's delivery of written notice of the failure.

(ii) Franchisee fails to comply with any other provision of this Agreement or any System Standard and does not correct such failure within thirty (30) days after written notice of such failure to comply is delivered to Franchisee.

(iii) Franchisee fails to submit reports or other data, information or supporting records when due and does not correct the failure within ten (10) days after Franchisor's delivery of written notice of the failure.

(iv) Franchisee breaches the provisions of Article 11 relating to advertising and does not cure this breach within three (3) days following written notice of the breach by Franchisor.

### **16.3 Alternative Remedies Upon Franchisee's Default**

In addition to, and without limiting, Franchisor's other rights and remedies under this Agreement, any other agreement or applicable law, upon the occurrence of any event giving rise to Franchisor's right to terminate this Agreement in Section 16.2 during the Term, Franchisor may instead elect, at Franchisor's sole option and upon delivering providing Franchisee written notice, to take any or all of the following actions without terminating this Agreement:

- (a) assume, or appoint a third party to assume, management of the Franchisee business.

However, such termination shall be without prejudice to Franchisor's right to terminate this Agreement at any time thereafter for the same default or any other defaults under this Agreement.

## **ARTICLE 17. FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES ON TERMINATION OR EXPIRATION**

### **17.1 Payments of Amounts Owed**

Upon termination of this Agreement or expiration of the Term for any reason, Franchisee will pay to Franchisor all amounts remaining due under this Agreement within ten (10) days after such termination or expiration (or within ten (10) days after the amount is known, if the amount is not known on the effective date of expiration or termination). In the case of a termination by Franchisor pursuant to Section 16.2 or termination by Franchisee other than pursuant to Section 16.1, this will be deemed to include all amounts that Franchisee would have paid Franchisor during what would have been the remainder of the Term had it not been terminated.

### **17.2 Intellectual Property**

Franchisee and its Owners agree that, after the termination of this Agreement or expiration of the Term, they will: (1) not directly or indirectly identify Franchisee or themselves or any business as a current or former Franchisee of, or as otherwise associated with, Franchisor; (2) not use any Mark, or any trade name, trademark or commercial symbol that is deceptively similar to, or a colorable imitation of, any Mark, in any manner or for any purpose; (3) not use any trade name, trademark or commercial symbol that suggests or indicates a connection or association with Franchisor; (4) cancel all assumed name, business name, trade name and similar registrations relating to its use of the "The Home Franchise" name or any Mark; (5) take any and all action which is necessary or appropriate to transfer to Franchisor or its designee all rights (if any) in and to any Website and any associated domain name(s); (6) remove all signs containing any Mark and return to Franchisor or destroy all forms and materials containing any Mark; (7) return to Franchisor all copies of the Manual and Franchisee Manual and any other confidential materials which have been made available by Franchisor pursuant to this Agreement; and (8) furnish Franchisor or its designee, within thirty (30) days after the effective date of termination or expiration, evidence satisfactory to Franchisor or its designee of Franchisee's compliance with the obligations in (1) through (7) above.

### **17.3 Non-Competition**

Upon (i) Franchisor's or Franchisee's termination of this Agreement according to its terms and conditions; (ii) Franchisee's termination of this Agreement without cause, or (iii) expiration of this Agreement (if Franchisor offers, but Franchisee elects not to enter into, a Successor Agreement, or if Franchisor does not offer Franchisee a Successor Agreement due to Franchisee's failure to satisfy the conditions to enter into a Successor Agreement set forth in Article 15), Franchisee, the Restricted Persons, any Guarantor, and any officer, director, or employee of Franchisee or any of the Restricted Persons shall not, either directly or indirectly, on Franchisee's, a Restricted Person's

or an Owner's behalf, or on behalf of any person, firm, corporation or other business or legal entity, for a period of two (2) years following such termination or expiration, have any direct or indirect interest (whether through Affiliates, Immediate Family members or otherwise) as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, member, employee, consultant, representative, or agent in, or provide services for, any Competitive Business operating in the Marketing Territory.

#### **17.4 Covenant Not to Solicit**

Upon the termination or expiration of this Agreement, Franchisee and Franchisee's Owners agree that, for three (3) years beginning on the effective date of termination or expiration of this Agreement, neither Franchisee nor any of Franchisee's Owners, Guarantors, Restricted Persons, officers, directors or employees will, directly or indirectly (whether through Affiliates, Immediate Family members or otherwise), solicit, divert or hire away, or attempt to induce, solicit, divert or hire away, (i) any employee of Franchisor or its Affiliate(s) (whether or not such employee is full-time, part-time or temporary), (ii) any other The Home Franchise, LLC or Mooveguru's Franchisee Business owners or Franchisees, or (iii) any customer of Franchisor or of any of Franchisor's Affiliates, franchise owners or Franchisee to discontinue the customer relationship with Franchisor or with any of Franchisor's Affiliates, franchise owners or Franchisee. In addition, the use of Franchisor's customer lists, employee files or other such Confidential Information for the purpose of soliciting, diverting, inducing or hiring away (or any such attempt) is prohibited. If Franchisee or any of Franchisee's Owners, Guarantee, Restricted Persons, directors or key employees makes an offer of employment to an employee of Franchisor or its Affiliate, or any other Franchisee Businesses owner or Franchisee, then such person or entity must first obtain the prior written approval of Franchisor, which Franchisor has the absolute right to withhold.

#### **17.5 Tolling of Covenants**

The restrictions under Section 17.3 and Section 17.4 above also apply after Transfers, as provided in Article 14 above. If any person restricted by Section 17.3 or Section 17.4 refuses voluntarily to comply with these obligations, the restricted period for that person will commence with the entry of a court order enforcing the provision. The restricted year period will be tolled, if applicable, for the period during which a Restricted Person is in breach of Section 17.3 or Section 17.4 and will resume when that person begins or resumes compliance. Franchisee and its Owners expressly acknowledge that Franchisee and its Owners possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, Franchisor's enforcement of the covenants made in Section 17.3 and Section 17.4 will not deprive Franchisee or its Owners of its or their personal goodwill or ability to earn a living.

#### **17.6 Continuing Obligations**

All of Franchisor's and Franchisee's (and Franchisee's Owners') obligations which expressly or by their nature survive the termination of this Agreement or the expiration of the Term shall continue in full force and effect subsequent to and notwithstanding such expiration or termination until they are satisfied in full or by their nature expire.

## **17.7 No Compensation**

Upon the expiration or termination of the Term and this Agreement (other than pursuant to Section 16.1), Franchisee hereby waives and disclaims, and agrees that it shall not be entitled to receive, any compensation or payment from Franchisor, whether for actual, consequential, indirect, special or incidental damages, costs or expenses, whether foreseeable or unforeseeable (including labor claims or loss of profits, investments or goodwill). Franchisee acknowledges that any enhancement of goodwill or customer base of Franchisor will be mainly attributable to the Marks, the Confidential Information and the Franchise System, as well as the continuing support of Franchisor, and that Franchisee has no right to compensation for any contribution it may have rendered to such enhancement of goodwill or customer base.

## **ARTICLE 18. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION**

### **18.1 Independent Contractor**

(a) Franchisee understands and agrees that Franchisee is and will be an independent contractor of Franchisor under this Agreement. Nothing in this Franchisee Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind.

(b) None of Franchisee's employees or other personnel will be considered to be Franchisor's employees or personnel. Neither Franchisee nor any of Franchisee's employees or personnel whose compensation Franchisee pays may in any way, directly or indirectly, expressly or by implication, be construed to be Franchisor's employee or personnel for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state, provincial, or federal governmental agency. Franchisor will not have the power to hire or fire Franchisee's employees or personnel. Franchisee expressly agrees, and will never contend otherwise, that Franchisor's authority under this Agreement to certify certain of Franchisee's employees or personnel for qualification to perform certain functions for the Franchisee Business does not directly or indirectly vest in Franchisor the power to hire, fire or control any such employee. Franchisee acknowledges and agrees, and will never contend otherwise, that Franchisee alone will exercise day-to-day control over all operations, activities and elements of the Franchisee Business and that under no circumstance shall Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the Franchise System which Franchisor is required to comply with under this Agreement, whether set forth in the Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Franchisee Business, which Franchisee alone controls, but only constitute Standards Franchisee must adhere to when exercising Franchisee's control of the day-to-day operations of the Franchisee Business.

(c) Franchisee may not, without Franchisor's prior written approval, have any power to obligate Franchisor for any expenses, liabilities or other obligations, other than as specifically provided for in this Agreement. Except as otherwise expressly authorized by this Agreement,

neither party 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 party, or represent that the relationship between Franchisor and Franchisee is other than that of Franchisor and Franchisee. Franchisor does not assume any liability, and will not be deemed liable, for any agreements, representations, or warranties made by Franchisee that are not expressly authorized under this Agreement. Franchisor will not be obligated for any damages to any person or property that directly or indirectly arise from or relate to the operation of the Franchisee Business, the business Franchisee conducts under this Agreement, or the acts, errors or omissions of Franchisee's employees.

(d) Franchisee agrees to identify itself conspicuously in all dealings with suppliers, public officials, Franchisee Business personnel, and others as the Franchisee Business' owner under a franchise Franchisor has granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials Franchisor requires from time to time.

## 18.2 Indemnification

(a) Franchisee must indemnify, defend and hold Franchisor, Franchisor's Affiliates, and Franchisor's and Franchisor's Affiliates' respective shareholders, directors, officers, employees, affiliates, agents, successors and assignees and other franchisees of Franchisor (collectively, "**Indemnified Parties**") harmless against and reimburse one or more of the Indemnified Parties for all claims, losses, liabilities, obligations, damages, and taxes arising out of the operation of the Franchisee Business' operation, the business Franchisee conducts under this Agreement, or Franchisee's breach of this Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by Franchisor's gross negligence or willful misconduct in a final, unappealable ruling issued by a court with competent jurisdiction.

For purposes of this indemnification, "**claims**" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at Franchisee's expense and agree to settlements or take any other remedial, corrective, or other actions.

This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Franchisee under this subparagraph. Franchisee agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from Franchisee under this subparagraph.

(b) Notwithstanding the foregoing, (i) Franchisor shall have the right to employ its own counsel in any case to defend a claim, or to compromise or settle such claim insofar as such compromise or settlement does not involve monetary damage or payment of money; (ii) Franchisor shall not have any obligation to give any notice of a claim by a third party unless such claim is in writing; and (iii) the rights of Franchisor to be indemnified herein shall not be deemed forfeited by its failure to give notice unless Franchisee is prejudiced by such failure.

(c) After receipt of the aforesaid notice of a claim, if Franchisee fails to assume the defense of Franchisor against such claim, Franchisor shall have the right to undertake the defense and to compromise or settle such claim on behalf of and for the account and risk of Franchisee, and at Franchisee's expense, payable to Franchisor on written demand.

## **ARTICLE 19. INSURANCE**

### **19.1 Required Insurance Coverage**

(a) Franchisor imposes and prescribes minimum Standards and limits for certain types of required insurance coverage in its Manual or by other written notice to Franchisee. Franchisee agrees that Franchisor may modify the required minimum limits of insurance coverage from time to time by written notice to Franchisee, through supplements to the Manual or otherwise. Upon delivery or attempted delivery of this written notice, Franchisee agrees to immediately purchase insurance conforming to the newly established Standards and limits prescribed by Franchisor.

(b) Within thirty (30) days following Franchisor's execution of this Agreement, Franchisee agrees to purchase at its own expense, and maintain in effect at all times during the Term of this Agreement, insurance coverage in forms and through insurance companies satisfactory to Franchisor.

(c) The insurance coverage acquired and maintained by Franchisee at its own expense, as set forth above shall:

(i) Name Franchisor and the other Indemnified Parties identified in Section 18.2 as Additional Insureds for claims arising from the Franchisee Business' operation and provide that the coverage afforded applies separately to each insured against whom claim is brought as though a separate policy had been issued to each insured (except for the insurance coverages provided in this Article 19).

(ii) Extend to and provide indemnity for all obligations assumed by Franchisee under this Agreement and all other items for which Franchisee is required to indemnify Franchisor under this Agreement.

(iii) Be primary to and without right of contribution from any other insurance purchased by the Indemnified Parties.

(iv) Provide, by endorsement, that Franchisor is entitled to receive at least thirty (30) days prior written notice of any intent to reduce policy limits, restrict coverage, cancel or otherwise alter or amend the policy.



(d) Franchisee agrees not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend the policies without Franchisor's written consent.

(e) If there is a claim by any one or more of the Indemnified Parties against Franchisee, Franchisee shall, upon Franchisor's request, assign to Franchisor all rights which Franchisee then has or thereafter may have with respect to the claim against the insurer(s) providing the coverages described in this Section 19.1.

## **19.2 No Undertaking or Representation**

Nothing contained in this Agreement may be considered an undertaking or representation by Franchisor that the insurance that Franchisee is required to obtain or that Franchisor obtains for Franchisee will insure Franchisee against any or all insurable risks of loss that may arise out of or in connection with the operation of the Franchisee Business.

## **19.3 Certificates of Insurance**

Franchisee agrees to promptly provide Franchisor with Certificates of Insurance or other evidence of Franchisee maintaining the required coverage upon request. Franchisee agrees to deliver a complete copy of Franchisee's policies of insurance to Franchisor within thirty (30) days following delivery of the certificates of insurance. Franchisee agrees to renew all insurance policies and documents, and on renewal, to furnish a renewal Certificate of Insurance to Franchisor before the expiration date of the policy in question. Franchisor may at any time require Franchisee to forward to Franchisor full copies of all insurance policies.

## **19.4 Notice of Claims and Demands**

Franchisee agrees to notify Franchisor of all claims or demands against Franchisee, the Franchisee Business, and/or Franchisor within three (3) days of Franchisee's receiving notice of any claim or demand. Franchisee further agrees to respond to all claims within the time required by law, rule or regulation. In addition, Franchisee agrees to cooperate with Franchisor (or its designee) in every way possible to defend Franchisor and Franchisee against all claims made by employees, customers or the Franchisee parties. Franchisee agrees, when necessary, to make appearances at administrative or other hearings to present or reinforce these defenses.

# **ARTICLE 20. DISPUTE RESOLUTION**

## **20.1 Governing Law**

**EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 *ET SEQ.*), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY FLORIDA LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP**

**OF A FRANCHISOR AND ITS AREA REPRESENTATIVE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION 20.1.**

#### **20.2 Consent to Jurisdiction**

**SUBJECT TO THE PROVISIONS BELOW, FRANCHISEE AND FRANCHISEE'S OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN FRANCHISEE AND FRANCHISOR, WHETHER SOUNDING IN LAW OR EQUITY, MUST BE INSTITUTED, LITIGATED THROUGH CONCLUSION AND, IF NECESSARY, APPEALED THROUGH FINAL, IRREVOCABLE JUDGMENT IN A STATE OR FEDERAL DISTRICT COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND JUDICIAL DISTRICT IN WHICH FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS IS THEN LOCATED (CURRENTLY, ST. PETERSBURG, FLORIDA), AND FRANCHISEE (AND EACH OWNER) IRREVOCABLY SUBMITS TO THE JURISDICTION OF THOSE COURTS AND WAIVES ANY OBJECTION FRANCHISEE (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. FRANCHISEE AGREES THAT ANY DISPUTE AS TO THE VENUE FOR LITIGATION WILL BE SUBMITTED TO AND RESOLVED EXCLUSIVELY BY SUCH AFOREMENTIONED COURT. NONETHELESS, FRANCHISEE AND FRANCHISEE'S OWNERS AGREE THAT FRANCHISOR MAY ENFORCE THIS AGREEMENT IN THE COURTS OF THE STATE OR STATES IN WHICH FRANCHISEE IS DOMICILED OR THE FRANCHISEE BUSINESS IS LOCATED.**

#### **20.3 Injunctive Relief**

In the event of a breach or a threatened breach of this Agreement, Franchisor may seek temporary, preliminary, permanent or any other form of mandatory or prohibitory injunctive relief or any other extraordinary remedy against threatened or actual breach thereof. Franchisor and Franchisee agree that Franchisor may have such injunctive relief without posting any bond, but upon due notice, in addition to any other equitable relief available to it.

#### **20.4 Waiver of Punitive Damages and Jury Trial**

**EXCEPT FOR FRANCHISEE'S OBLIGATION TO INDEMNIFY FRANCHISOR FOR THE FRANCHISEE PARTY CLAIMS UNDER SECTION 18.2, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, FRANCHISOR AND FRANCHISEE (AND FRANCHISEE'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN FRANCHISOR AND FRANCHISEE, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.**

## 20.5 Waiver of Right to a Jury

**FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER FRANCHISOR OR Franchisee.**

## 20.6 Limitation of Claims

EXCEPT FOR CLAIMS ARISING FROM FRANCHISEE'S NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS FRANCHISEE OWES FRANCHISOR, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FRANCHISOR'S RELATIONSHIP WITH FRANCHISEE WILL BE BARRED UNLESS A JUDICIAL PROCEEDING IS COMMENCED WITHIN EIGHTEEN (18) MONTHS FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS.

## 20.7 Attorneys' Fees

If Franchisor incurs costs and expenses due to Franchisee's failure to pay when due amounts owed to Franchisor, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, Franchisee agrees, whether or not Franchisor initiates a formal legal proceeding, to reimburse Franchisor for all of the costs and expenses that Franchisor incurs, including, without limitation, reasonable accounting, attorneys', and related fees.

# ARTICLE 21. AUDIT AND INSPECTION

## 21.1 Accounting and Audit

Franchisee must prepare on a current basis, complete and accurate records concerning all financial, marketing and other operating aspects of the Office and the Franchisee Business conducted under this Agreement. Franchisee shall maintain an accounting system reflecting all operational aspects of the Office and the Franchisee Business, including uniform reports as may be required by Franchisor, prepared in accordance with generally accepted accounting principles. Franchisee's records shall include tax returns, and complete annual financial statements. Franchisee shall also submit to Franchisor current financial statements and such other reports as Franchisor may reasonably request to evaluate or compile research data on any operational aspect of the Office and the Franchisee Business. All financial data with respect to the Franchisee Business shall be for Franchisor's own use, shall be kept confidential and shall not be made available to other Franchisee or Franchisees, prospective franchisees, or other third parties except to the extent Franchisor needs such information to make a "financial performance representation" under any franchise disclosure laws. Franchisee shall maintain the records required under this Section 21.1 for a period of three (3) years after the expiration of the Term. Franchisor shall have no right to inspect, audit or copy the records of any business activity unrelated to the Office.

## 21.2 Inspection by Franchisor

During the Term and for three (3) years after the expiration of the Term, Franchisor shall have the right to request, receive, inspect or audit any of the records referred to in Section 21.1. This Section 21.2 shall survive termination or expiration of this Agreement.

### **21.3 Inspection Rights**

To ensure conformity with the Standards and specifications of Franchisor, Franchisor, or its representatives, reserves the right to inspect all aspects of the operation of the Office in the Marketing Territory, during normal business hours. Franchisee shall have the right to be present during any inspection of the Office conducted by Franchisor or Franchisor's representatives and Franchisor shall give Franchisee or a Franchisee, as the case may be, reasonable prior notice of such inspection.

## **ARTICLE 22. MISCELLANEOUS PROVISIONS**

### **22.1 Binding Effect**

This Agreement is binding upon Franchisor and Franchisee and Franchisor's and Franchisee's respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to Franchisor's right to modify the Manual and System Standards, this Agreement may not be modified except by a written agreement signed by both Franchisor's and Franchisee's duly-authorized officers.

### **22.2 Construction**

The preambles, schedules, and exhibits are a part of this Agreement which, together with any addenda or riders signed at the same time as this Agreement, constitutes Franchisor's and Franchisee's entire agreement, and supersedes all prior and contemporaneous oral or written agreements and understandings between Franchisor and Franchisee relating to the subject matter of this Agreement. There are no other oral or written understandings or agreements between Franchisor and Franchisee, or oral or written representations by Franchisor, relating to the subject matter of this Agreement, the franchise relationship, or the Franchisee Business (any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation made by Franchisor in Franchisor's most recent franchise disclosure document (including schedules, exhibits and amendments) delivered to Franchisee or Franchisee's representative.

Any policies that Franchisor adopts and implements from time to time to guide Franchisor in Franchisor's decision-making are subject to change, are not a part of this Agreement, and are not binding on Franchisor.

Except as provided in Section 18.2, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Except where this Agreement expressly obligates Franchisor reasonably to approve or not unreasonably to withhold Franchisor's approval of any Franchisee's actions or requests, Franchisor has the absolute right to refuse any request Franchisee makes or to withhold Franchisor's approval of any of Franchisee's proposed, initiated, or completed actions that require Franchisor's approval. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

### **22.3 Severability and 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 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, which will continue to have full force and effect and bind the parties.

If any covenant which 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, Franchisee and Franchisor 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 than this Agreement requires of this Agreement's termination or of Franchisor's refusal to enter into a Successor Agreement, or 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 Franchisor 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. Franchisee agrees 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.

### **22.4 Notices and Payments**

All written notices, reports and payments permitted or required to be delivered by this Agreement shall be deemed so delivered: (a) at the time delivered by hand, (b) one (1) Business Day after transmission by facsimile, telecopy or other electronic system (evidenced by a machine generated receipt), or (c) five (5) Business Days after being placed in the hands of a commercial courier service for prepaid express delivery. All such notices, reports and payments shall be addressed to the parties as follows:

If to Franchisor:	The Home Franchise, LLC 656 18 <sup>th</sup> Ave NE St. Petersburg, FL 33704
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With a copy to:

Attn: Mr. Greg Little  
Scott Oakley  
885 Woodstock Rd. Suite 430-206  
Roswell, GA 30075

Any party may change the address for delivery of all such notices and reports by providing notice according to this Section 22.4. Except as otherwise provided herein, all payments and reports required by this Agreement will be directed to Franchisor at the address notified to Franchisee from time to time, or to such other persons and places as Franchisor may direct from time to time. Any required payment or report not actually received by Franchisor during regular business hours on the date due (or post marked by postal authorities at least five (5) days prior thereto) will be deemed delinquent.

#### **22.5 Relationship with the Public**

Franchisee shall use all reasonable steps to ensure that the best possible relationship is maintained with the public with a view to enhancing the reputation of Franchisor, the Franchise System and the Marks and Franchisee shall not take any action or commit any omission which would improperly adversely affect the reputation of Franchisor, the Franchise System or the Marks or be intentionally misleading.

#### **22.6 Waiver of Obligations**

Franchisor and Franchisee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights Franchisor or Franchisee has, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days' prior written notice.

Franchisor and Franchisee will not waive or impair any right, power, or option this Agreement reserves (including, without limitation, Franchisor's right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms; Franchisor's or Franchisee's failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including, without limitation, any System Standard; Franchisor's waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Franchisee Businesses; the existence of franchise agreements for other Franchisee Businesses which contain provisions different from those contained in this Agreement; or Franchisor's acceptance of any payments due from Franchisee after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to Franchisor will be a waiver, compromise, settlement, or accord and satisfaction. Franchisor is authorized to remove any legend or endorsement, which then will have no effect.

#### **22.7 Excuse of Performance**

It is hereby understood and agreed that, where Franchisor retains the discretion to approve or disapprove a request by Franchisee, unless such right of approval is expressly indicated to be in Franchisor's sole judgment, Franchisor will respond in a commercially reasonable and timely manner, and will communicate with Franchisee in good faith in responding.

Neither Franchisor nor Franchisee will be liable for loss or damage or be in breach of this Agreement if Franchisor's or Franchisee's failure to perform Franchisor's or Franchisee's obligations results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (2) acts of God; (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (4) any other similar event or cause. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of Technology Fees due afterward.

## 22.8 Compliance with Anti-Terrorism Laws

Franchisee and its Owners agree to comply, and to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply, with Anti-Terrorism Laws. In connection with that compliance, Franchisee and its Owners certify, represent, and warrant that none of Franchisee's property or interests is subject to being blocked under, and that Franchisee and its Owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "**Anti-Terrorism Laws**" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and 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 Franchisee or its Owners, or any blocking of Franchisee's or its Owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Section 16.2(a)(xxi) above.

## 22.9 Electronic Mail

Franchisee acknowledges and agrees that exchanging information with Franchisor by e-mail is efficient and desirable for day-to-day communications and that Franchisor and Franchisee may utilize e-mail for such communications. Franchisee authorizes the transmission of e-mail by Franchisor and Franchisor's employees, vendors, and Affiliates ("**Official Senders**") to Franchisee during the Term of this Agreement.

Franchisee further agrees that: (a) Official Senders are authorized to send e-mails to those of Franchisee's employees as Franchisee may occasionally authorize for the purpose of communicating with Franchisor; (b) Franchisee will cause Franchisee's officers, directors, and employees to give their consent to Official Senders' transmission of e-mails to them; (c) Franchisee will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with Franchisee; and (d) Franchisee will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the Term of this Agreement.

The consent given in this Section 22.9 shall not apply to the provision of notices by either party under this Agreement pursuant to Section 22.4 using e-mail unless the parties otherwise agree in a written document manually signed by both parties.

#### **22.10 Electronic Signatures; Counterparts**

This Agreement and all ancillary documents executed or delivered in connection with this Agreement may be executed and signed by electronic signature by any of the parties to this Agreement, and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Agreement, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an “I Accept” or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. This Agreement may be executed in counterparts, which taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signatures on following page]



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

Franchisor:

**The Home Franchise, LLC**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

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

Name:

Title:

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

**[Franchisee]**

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

Name:

Title:

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

**SCHEDULE A  
MARKETING TERRITORY AND FEES**

1. **Marketing Territory.** The Marketing Territory is defined as the following:

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2. **Initial Franchise Fee.** The Initial Franchise Fee payable by Franchisee to Franchisor pursuant to Section 5.1 is \$\_\_\_\_\_. This amount represents the minimum of \$35,000 for up to the first 5,000 REALTORS® within the Marketing Territory and \$7,000 for every additional 1,000 licensed REALTORS® beyond 5,000. Franchisee shall pay to Franchisor the full Franchisee Fee by wire transfer.

Franchisor:

**The Home Franchise, LLC**

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

Name:

Title:

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

**[Franchisee]**

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

Name:

Title:

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

**SCHEDULE B**  
**PERFORMANCE STANDARDS**

**Performance Standards**

During the Initial Term and during each Contract Year of this Agreement, there must be at least the following number of monthly fee-paying Dashboard Subscribers in the Marketing Territory

<b>Period</b>	<b>Cumulative Number of Subscribers</b>
<b>Year 1</b>	100 Subscribers
<b>Year 2</b>	250 Subscribers
<b>Year 3</b>	400 Subscribers
<b>Year 4 and thereafter</b>	750 Subscribers

\* The cumulative number of Subscribers required shall increase pro rata if you have more than 5,000 REALTORS® in your Marketing Territory. The increase shall match pro rata the amount by which the number of REALTORS® exceeds 5,000.

Franchisee acknowledges and agrees that if Franchisee does not meet the Performance Standards outlined above for any given year, then Franchisor shall have the right to give Franchisee written notice and an opportunity to cure within ninety (90) days of the date of Franchisor's written notice. If Franchisee does not cure its failure to meet the Performance Standards within such ninety (90) day cure period, Franchisor may terminate the Franchise Agreement immediately on notice to Franchisee, without offering Franchisee any additional opportunity for cure. Franchisor may also exercise any of the rights specified in Section 16.3 of the Franchise Agreement during the period that Franchisee is in default of its Performance Standards.

Franchisor will adjust the Performance Standards down if the average Franchisee performance is less than the Performance Standards requirements above based on an analysis of the 2,500<sup>th</sup> unique Dashboard subscriptions for each relevant 12-month period. This analysis will be done by dividing the total number of unique monthly Dashboard subscriptions sold within Franchisor's system by the total number of Franchises then operating. Upon renewal, changes in the number of REALTORS® and population and other changes in the Marketing Territory will be reviewed. Additional Performance Standards may be required during a renewal period due to such changes.

Franchisor:

**The Home Franchise, LLC**

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

Name:

Title:

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

**[Franchisee]**

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

Name:

Title:

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

**SCHEDULE D  
OWNERS**

Franchisee and its Owners, jointly and severally, represent and warrant to Franchisor that Franchisee is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, is qualified to do business in all jurisdictions in which its business activities or the nature of properties it owns requires such qualification, and has the corporate or other authority to execute, deliver and perform all of the terms of this Agreement.

Franchisee and its Owners, jointly and severally, further represent and warrant to Franchisor that all Owners and their interests in Franchisee are completely and accurately listed on this Schedule D and agree that Franchisee will (subject to Franchisor's other rights and Franchisee's other obligations under this Agreement) execute such revised versions of Schedule D as may be necessary during the Term of this Agreement to reflect any changes in the information contained on the then current Schedule D.

The ownership structure of Franchisee is as follows:

<b>Name of Owner</b>	<b>Number of Units/Shares of Ownership Interest</b>	<b>Percentage of Total Ownership Interests</b>

**Operating Partner:**

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

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

**Officers/Management of Franchisee:**

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

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

**SCHEDULE E**  
**CONFIDENTIALITY/NON-COMPETITION AGREEMENT**

**THIS CONFIDENTIALITY AND NON-COMPETITION AGREEMENT** (the “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and among THE HOME FRANCHISE, LLC a corporation organized under Florida law, United States of America, with its principal business address at 656 18<sup>TH</sup> Ave. NE St. Petersburg, FL 33704 (“**Franchisor**”) and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**Franchisee**”), and the person, whose name, principal business address and relationship to Franchisee is as follows (“**Owner**”):

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

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

Relationship to Franchisee: \_\_\_\_\_

**1. PREAMBLES.**

a. Franchisor has signed or intends to sign a Franchisee Agreement with Franchisee (the “**Franchise Agreement**”), under which Franchisor grants to Franchisee the right to develop, manage, service and supervise franchisees operating CSFO Franchisee Businesses within the Marketing Territory under franchise agreements with Franchisor (the “**Franchisee Business**”). Before allowing Owner to have access to the Confidential Information, and as a material requirement necessary to protect Franchisor’s proprietary rights in and Franchisee’s right to use the Confidential Information, Franchisor and Franchisee require that Owner enter into this Agreement.

b. To induce Franchisor to enter into the Franchise Agreement and/or to avoid a material breach thereof, as the case may be, Franchisor, Franchisee and Owner desire that Owner enter into this Agreement. Furthermore, due to the nature of Franchisor’s and Franchisee’s business, any use or disclosure of the Confidential Information other than in accordance with this Agreement will cause Franchisor and Franchisee substantial harm.

**2. DEFINITIONS.**

The following terms will have the meanings set forth below:

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

a. “**Affiliate**” means any person or business entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another person or business

entity. For purposes of this definition, the term “control” shall mean the possession, directly or indirectly, of a controlling Ownership Interest or the power (whether through voting ownership or one or more agreements) to direct or cause the direction of the management and policies of a person or business entity.

b. “**Immediate Family**” means the parents, spouses, natural and adopted children and siblings of a person.

c. “**Termination Event**” means the first to occur of: (a) termination or expiration of the Franchise Agreement without extension or renewal; or (b) the date as of which Owner is neither an owner nor an employee of Franchisee.

d. “**Transfer**” has the same meaning as “transfer” in the Franchise Agreement; provided that such transfer is made in compliance with the terms of the Franchise Agreement.

Any capitalized term not otherwise defined in this Agreement will have the same definition as used in the Franchise Agreement.

### **3. PROTECTION OF CONFIDENTIAL INFORMATION.**

a. Owner agrees to use the Confidential Information only to the extent reasonably necessary to perform his or her duties on behalf of Franchisee, taking into consideration the confidential nature of the Confidential Information. Owner may disclose the Confidential Information only as agent for Franchisee. Owner acknowledges and agrees that neither Owner nor any other person or entity will acquire any interest in or right to use the Confidential Information under this Agreement or otherwise other than the right to utilize it as authorized in this Agreement, and that the unauthorized use or duplication of the Confidential Information would be detrimental to Franchisor or Franchisee, and would be a breach of Owner’s obligations of confidentiality and an unfair method of competition with Franchisor and its Affiliates, Franchisee and other Franchisee Businesses owned by Franchisor and its Affiliates.

b. Owner acknowledges and agrees that the Confidential Information is confidential to and a valuable asset of Franchisor. The Confidential Information will be disclosed to Owner solely on the condition that Owner agrees to the terms and conditions of this Agreement. Owner therefore agrees that, during the term of the Franchise Agreement and thereafter, he or she: (i) will not use the Confidential Information in any other business or capacity; (ii) will maintain the absolute confidentiality of the Confidential Information; (iii) will not make unauthorized copies of any portion of the Confidential Information disclosed or recorded in written or other form; and, (iv) will adopt and implement all reasonable procedures prescribed from time to time by Franchisor and Franchisee to prevent unauthorized use or disclosure of or access to the Confidential Information.

c. Notwithstanding anything to the contrary contained in this Agreement, the restrictions on Owner’s disclosure and use of the Confidential Information will not apply to the following: (i) information, methods, procedures, techniques and knowledge which are or become generally known or easily accessible other than by Owner’s breach of an obligation of confidentiality; and, (ii) the disclosure of the Confidential Information pursuant to applicable law or in judicial or

administrative proceedings to the extent that Owner is legally compelled or required by a regulatory body to disclose such information, provided that Owner has notified Franchisor and Franchisee prior to disclosure and will have used its best efforts to obtain, and will have given Franchisor and Franchisee the opportunity to obtain, an appropriate assurance reasonably satisfactory to Franchisor of confidential treatment for the information required to be so disclosed.

#### **4. IN-TERM RESTRICTIVE COVENANTS.**

Owner acknowledges and agrees that Franchisor and Franchisee would be unable to protect the Confidential Information against unauthorized use or disclosure if persons authorized to use the Confidential Information were permitted to engage in similar, competing businesses. Owner therefore agrees that from the Effective Date until the earlier of a Termination Event or a Transfer, Owner will not, anywhere in the world, directly or indirectly (whether through Affiliates, Immediate Family members or otherwise):

- a. have any direct or indirect controlling or non-controlling interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business, wherever located or operating (except that equity ownership of less than two percent (2%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph); or
- b. perform services as a director, partner, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating; or
- c. divert or attempt to divert any actual or potential business or customer of the Franchisee Business or any Franchisee Business to a Competitive Business; or
- d. employ or seek to employ any person who is employed by Franchisor, its Affiliates or by any other Franchisee of Franchisor or its Affiliates, or induce, or attempt to induce, any such person to leave said employment without the prior written consent of such person's employer; or
- e. engage in any other activity which might injure the goodwill of the Marks or the Franchise System.

#### **5. RESTRICTIVE COVENANTS UPON TERMINATION OR EXPIRATION OF THE FRANCHISE AGREEMENT OR OF OWNER'S ASSOCIATION WITH Franchisee.**

a. Upon the earlier of the termination or expiration of the Franchise Agreement or Transfer of the Franchise Agreement, Owner agrees that for a period of two (2) years commencing on the effective date of the termination or expiration of the Franchise Agreement or Transfer of the Franchise Agreement, whichever is applicable, Owner will not directly or indirectly (whether through Affiliates, Immediate Family members or otherwise) have any interest as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, representative, or agent in, or provide services for, any Competitive Business located or operating:

- (i) within the Marketing Territory;



(ii) within a twenty-five (25) mile radius of the Marketing Territory;

(iii) within the territory of any other Franchisee Business in operation or in the process of opening as of the effective date of the termination or expiration of the Franchise Agreement or the date on which all persons restricted by this Section begin to comply with this Section;  
or

(iv) within a twenty-five (25) mile radius of the Marketing Territory of any other Franchisee Business or the office of any Franchisee Business.

b. Upon the earlier of the termination or expiration of the Franchise Agreement or Transfer of the Franchise Agreement, Owner agrees that for a period of two (2) years commencing on the effective date of the termination or expiration of the Franchise Agreement or Transfer of the Franchise Agreement, whichever is applicable, Owner will not directly or indirectly (whether through Affiliates, Immediate Family members or otherwise) solicit, divert or hire away, or attempt to induce, solicit, divert or hire away, (i) any employee of Franchisor or its Affiliate(s) (whether or not such employee is full-time, part-time or temporary), (ii) any other Franchisee Business owner or Franchisee, or (iii) any customer of Franchisor or of any of Franchisor's Affiliates, franchise owners or Franchisee to discontinue the customer relationship with Franchisor or with any of Franchisor's Affiliates, franchise owners or Franchisee. In addition, the use of Franchisor's customer lists, employee files or other such Confidential Information for the purpose of soliciting, diverting, inducing or hiring away (or any such attempt) is prohibited. If Franchisee or any of Franchisee's Owners, Guarantors, Restricted Persons, directors or key employees makes an offer of employment to an employee of Franchisor or its Affiliate, franchisee, master franchisee or Franchisee, or any other Franchisee Business owner or Franchisee, then such person or entity must first obtain the prior written approval of Franchisor, which Franchisor has the absolute right to withhold.

c. If any person restricted by this Section refuses voluntarily to comply with these obligations, the two (2) year period for that person will commence with the entry of a court order enforcing the provision. The two (2) year period will be tolled, if applicable, for the period during which a Restricted Person is in breach of this Section and will resume when that person begins or resumes compliance.

## **6. REASONABLENESS OF RESTRICTIVE COVENANTS.**

a. Owner agrees that the restrictive covenants set forth in Sections 4 and 5 of this Agreement are reasonable. If any court or tribunal of competent jurisdiction will refuse to enforce any such covenant because it is more extensive than is enforceable, it is expressly understood and agreed that such covenants will not be void, but that the restrictions contained therein will be deemed reduced to the extent necessary to permit the enforcement of such covenants.

b. Owner expressly acknowledges and agrees that Owner possesses skills and abilities of a general nature and has opportunities for exploiting such skills. Consequently, enforcement of the covenants made in Sections 4 and 5 of this Agreement will not deprive Owner of his or her personal goodwill or the ability to earn a living.

**7. SURRENDER OF DOCUMENTS.**

Owner agrees that, as of the earlier of the termination or expiration of the Franchise Agreement or Transfer of the Franchise Agreement, as applicable, Owner will immediately cease to use the Confidential Information disclosed to or otherwise learned or acquired by Owner and will return to Franchisee (or to Franchisor if directed by Franchisor) all copies of the Confidential Information loaned or made available to Owner.

**8. COSTS AND ATTORNEYS' FEES.**

If Franchisor or Franchisee engages legal counsel in connection with any failure by Owner to comply with this Agreement, Owner will reimburse Franchisor and/or Franchisee, as applicable, their reasonable attorneys' fees whether incurred before, during or after any trial, arbitration or appeal.

**9. WAIVER.**

Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof will not be a waiver of such term, covenant or condition, nor will any waiver or relinquishment of any right or remedy hereunder at any one or more times be a waiver of such right or remedy at any other time or times.

**10. SEVERABILITY.**

Each provision of this Agreement, and any portion thereof, will be considered severable, and if, for any reason, any such provision is held to be invalid or contrary to or in conflict with any applicable law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling will not have any effect upon, such other portions of this Agreement as may remain otherwise intelligible, which will continue to be given full force and effect and bind the parties hereto, although any portion held to be invalid will be deemed not to be a part of this Agreement from the date the time for appeal expires, if Owner is a party thereto, otherwise upon Owner's receipt of a notice from Franchisor that it will not enforce the provision in question.

**11. RIGHTS OF PARTIES ARE CUMULATIVE.**

The rights of the parties hereunder are cumulative and no exercise or enforcement by a party hereto of any right or remedy granted hereunder will preclude the exercise or enforcement by them of any other right or remedy it may have.

**12. BENEFIT.**

This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. In the event Franchisor does not sign this Agreement (regardless

of the reason), Franchisor will be deemed a third party beneficiary of this Agreement and will have the right to enforce this Agreement directly.

**13. EFFECTIVENESS.**

This Agreement will be enforceable and effective when signed by Owner, even if Franchisor or Franchisee does not sign this Agreement.

**14. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, which may be delivered by an exchange of original signature pages or of facsimiles, e-mail attachments or other similar means of electronic transmission, each of which shall be deemed an original, but all of which taken together shall constitute one single termination agreement between the parties.

**15. GOVERNING LAW; DISPUTE RESOLUTION.**

The parties irrevocably agree that the provisions of Article 20 of the Franchise Agreement are incorporated by reference into this Agreement and such provisions will govern the governing law and enforcement of any disputes pursuant to this Agreement.

*[Remainder of page intentionally left blank Signatures on following page]*

Franchisor:

**THE HOME FRANCHISE, LLC**

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

Name:

Title:

Franchisee:

[ \_\_\_\_\_ ]

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

Name:

Title:

Owner:

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

Name:

Title:

**SCHEDULE F  
ACKNOWLEDGEMENTS AND REPRESENTATIONS**

As you know, The Home Franchise, LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchisee Business (an “Franchisee Business”). In this questionnaire, The Home Franchise, LLC will be referred to as “we” or “us.” The purpose of this questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may inaccurate. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received, studied and reviewed carefully the Franchise Disclosure Document (“**FDD**”) and Franchise Agreement? Check one:  Yes  No

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it? Check one:  Yes  No If your answer is “No,” what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary).

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3. Do you understand all of the information contained in the FDD and each addendum attached to it? Check one:  Yes  No

If your answer is “No,” what parts of the FDD do you not understand? (Attach additional pages, if necessary).

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4. Have you discussed with an attorney, accountant, or other professional advisor the benefits and risks of establishing and operating a business as Franchise? Check one:  Yes  No If “No,” do you wish to have more time to do so? Check one:  Yes  No

5. Has any employee or other person speaking on our behalf made any statement or promise that is contrary to, or different from, the information contained in the FDD? Check one:  Yes  No. If your answer is “Yes,” please describe the statement or promise: (Attach additional pages, if necessary).

6. Was any oral, written, or visual claim or representation made to you that stated, suggested, predicted, or projected your sales, income or profit levels or that of any other actual or hypothetical Franchisee business? Check one:  Yes  No. If your answer is “Yes,” please describe the oral, written or visual claim or representation made to you: (Attach additional pages, if necessary).

7. Do you understand that the success or failure of your business will depend in large part upon your skills and experience, your business acumen, the hours you will work, your location, the local market for Franchisee Business products and services, interest rates, the economy, inflation, the prevailing wage rate, competition, and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your business may change? Check one:  Yes  No.

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If your answer is “No,” please describe your understanding of what the success or failure of your business will depend:

(Attach additional pages, if necessary).

8. Have any of our employees or any other persons speaking on our behalf made any statement, promise or agreement concerning the likelihood of success that you should or might expect to achieve from operating a Franchise? Check one:  Yes  No. If your answer is “Yes,” please describe the statement, promise, or agreement: (Attach additional pages, if necessary).

9. Have any of our employees or any other persons speaking on our behalf made any statement, agreement or promise to you concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD? Check one:  Yes  No. If your answer is “Yes,” please describe the statement, promise, or agreement: (Attach additional pages, if necessary).

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10. Have any of our employees or any other persons speaking on our behalf made any statement, agreement or promise to you concerning the costs you may incur in operating an Business that is contrary to, or different from, the information contained in the FDD? Check one:  Yes  No. If your answer is “Yes,” please describe the statement, promise, or agreement: (Attach additional pages, if necessary).

11. Do you understand that there may be national, regional, state, or local laws or regulations applying to the operation of a The Home Franchise (either specifically or generally), and that, as an RD, you are fully responsible as an independent business owner for learning about and complying with these laws? Check one:  Yes  No. If your answer is “No,” please describe your understanding regarding legal compliance: (Attach additional pages, if necessary).

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12. Have we or any of our employees or any other persons speaking on our behalf made any oral, written, visual or other promises, agreements, commitments, representation, understandings, “side agreements” or otherwise that expand upon or are inconsistent with FDD or the Franchise Agreement, or any attached written addendum signed by you and an officer of ours? Check one:  Yes  No. If your answer is “Yes,” please describe the statement, promise, or agreement: (Attach additional pages, if necessary).

13. Have we or any of our employees or any other persons speaking on our behalf made any statements to you regarding the financial condition of our parent company or any of our affiliated companies? Check one:  Yes  No. If your answer is “Yes,” have you relied on the statement(s) regarding the financial condition of any of our affiliated companies in deciding whether to purchase a franchise from us? Check one:  Yes  No. If your answer to either of the above questions is “Yes,” please describe the statements you received or heard regarding the financial condition of our parent or any of our affiliated companies. (Attach additional pages, if necessary).

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[Signatures on following page]

By signing below, you are acknowledging that you understand that your answers are important and that we will rely on them, and that you have responded truthfully to the above questions.

**The following language applies only to transactions governed by the Maryland Franchise Registration and Disclosure Law**

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

**NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, EACH OF ITS PRINCIPALS MUST EXECUTE THIS ACKNOWLEDGMENT (Make Additional Copies if Necessary).**

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

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

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

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



**SCHEDULE G**  
**AUTHORIZATION TO INITIATE DEBIT ENTRIES FOR FRANCHISE FEES**

\_\_\_\_\_, the undersigned Franchisee, hereby authorizes The Home Franchise, LLC a Florida limited liability company, to initiate debit entries to its checking account indicated below at the depository identified below, hereinafter referred to as “**Depository**”, to debit to such account the amount of such entry reflecting fees and other amounts that become payable by the undersigned to The Home Franchise, LLC:

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

Depository Branch: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Routing Number: \_\_\_\_\_

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

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

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that this authorization is to remain in full force and effect until The Home Franchise, LLC has received advance written notification of its termination from the undersigned in such manner as to afford The Home Franchise, LLC and Depository reasonable time and opportunity to act upon such notification.

IN WITNESS WHEREOF, this authorization has been executed on \_\_\_\_\_  
\_\_\_\_\_, 20\_\_ at \_\_\_\_\_

Franchisee:

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

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

Phone No.: \_\_\_\_\_

**[ATTACH VOIDED CHECK HERE]**

**SCHEDULE H**  
**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

This Guaranty and Assumption of Obligations (this “**Guaranty**”) is made and entered into as of this day of \_\_\_\_\_, 20\_\_, by and between [\_\_\_\_\_, whose address is \_\_\_\_\_, [\_\_\_\_\_, whose address is \_\_\_\_\_, and [\_\_\_\_\_, whose address is \_\_\_\_\_], (collectively “**Guarantor(s)**”) and THE HOME FRANCHISE, LLC, a limited liability company organized under Florida law, with its principal business address at 656 18<sup>th</sup> Ave. NE St. Petersburg, FL 33704 (“**Company**”).

WHEREAS, the Guarantor(s) is/are the [*shareholder(s), member(s), partner(s)*] of \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**Franchisee**”); and

WHEREAS, contemporaneous with the execution of this Guaranty, Franchisee will enter into a Franchise Agreement with Company (such Franchise Agreement, including all extensions and renewals thereof is referred to hereinafter as the “**Agreement**”); and

WHEREAS, Company is unwilling to enter into the Agreement with Franchisee without the guarantee by Guarantors of Franchisee’s performance and payment obligations thereunder;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, Company and the Guarantee agree as follows:

1. Guaranty. In consideration for Company’s entry into the Agreement with Franchisee, the Guarantee absolutely, unconditionally and irrevocably Guarantee the prompt and satisfactory performance of the Agreement in accordance with all of its terms and conditions, and regardless of the ability or inability of Franchisee to perform its obligations under the Agreement or any extensions of the Agreement.
2. Nature of the Guaranty. This is a Guaranty of performance. The obligations of each Guarantor under this Agreement are absolute, unconditional, and irrevocable and will not be affected, modified or impaired by reason of, or upon the happening of any event, including, without limitation, any of the following: (i) any extensions or renewals of the Agreement; (ii) the invalidity or unenforceability, in whole or in part, of the Agreement or of any other Guaranty agreements relating to the Agreement; (iii) the compromise, settlement, release, or termination of all or any portion of any claims or actions relating to or arising out of the Agreement or of any other Guaranty agreements relating to the Agreement; (iv) the failure to give a Guarantor or any other Guarantee of the Agreement notice of default, nonperformance, or nonpayment by Franchisee of its obligations under the Agreement or the failure of Company to make demand on Franchisee or any other Guarantee of the Agreement to perform in accordance with the Agreement; (v) the modification, alteration, or amendment of the Agreement; or (vi) the modification, alteration, amendment, or termination of any other Guaranty of Franchisee’s performance of the Agreement.

3. No Conditions. The Guarantee agree that it is not a condition to its Guaranty that Company first proceed against Franchisee or any other guarantor of the Agreement or that Company preserve or pursue remedies against any other person or entity.
4. Independence of Guaranty; Waiver. This Guaranty is independent of and in addition to any and all other security or Guaranty agreements which Company may now or hereafter have for the performance of the Agreement. The Guarantee hereby waive (i) notice of acceptance of this Guaranty, (ii) notice of default, nonperformance, nonpayment or extension of time for performance or payment by Franchisee or any other guarantor of all or any portion of the Agreement; (iii) notice of modification, alteration, amendment, or termination of the Agreement or of any other Guaranty agreement relating to the Agreement; and (iv) notice of extension or renewal of the Agreement.
5. Transfer of Shares by Guarantor. The Guarantee acknowledge that the Agreement contains provisions restricting the Transfer of an Ownership Interest in Franchisee, including but not limited to Transfers of shares of stock or other securities in Franchisee and a right of first refusal granted to Company over any such Transfers. Guarantee agree not to Transfer any Ownership Interest in his or her name or under his or her control except in compliance with the terms and conditions of the Agreement.
6. Effect of Delay in Exercise of Rights. No delay on the part of Company in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Company of any right or remedy will preclude any other or further exercise thereof or the exercise of any other right or remedy; nor will any modification or waiver of any of the provisions of this Guaranty be binding upon Company except as expressly set forth in a writing duly signed by and delivered to Company. No actions of Company permitted hereunder will in any way affect or impair the rights of Company and the obligations of the Guarantor under this Guaranty.
7. Duration. This Guaranty will continue in full force and effect until all of the obligations under the Agreement have been fully and satisfactorily performed by Franchisee, the Guarantee, or other Guarantee, or the obligations have otherwise been completely discharged, and none of the Guarantee will not be released from their obligations under this Guaranty so long as any obligation or claim arising out of or relating to the Agreement, or this Guaranty remain outstanding.
8. Company's Rights under the Guaranty. Company may at any time and from time to time, without a Guarantor's consent, and without notice to a Guarantor and without affecting or impairing the Guarantee's obligations under this Guaranty, do any of the following: (i) renew or extend the Agreement; (ii) compromise, settle, release, or terminate all or any portion of any claims or actions relating to or arising out of the Agreement or of any other Guaranty agreements relating to the Agreement; (iii) modify, alter, or otherwise amend the Agreement; or (iv) modify, alter, amend, or terminate all or portion of any other Guaranty agreement relating to Area Representative's performance of the Agreement. No performance or payment by a Guarantor of any of Franchisee's obligations under the Agreement or any extensions or renewals thereof will entitle the Guarantor, by subrogation or otherwise, to any payment or performance by Franchisee

under or out of the assets or property of Franchisee except after the full performance, payment and discharge of Franchisee's obligations to Company under the Agreement.

9. Definition of Terms. Any capitalized term not otherwise defined in this Guaranty will have the same definition as used in the Agreement.

10. Joint and Several Liability. Each Guarantor will be jointly and severally liable with any and all other Guarantors of the Agreement for all obligations and claims under the Agreement.

11. Fees and Expenses. The Guarantors, along with any other Guarantors of Franchisee's performance of the Agreement, jointly and severally agree to pay all costs, expenses, fees, including reasonable attorneys' fees, court costs and other costs incurred by Company or any assignee in enforcing or attempting to enforce the Agreement or this Guaranty.

12. Successors and Assigns. This Guaranty will be binding on all Guarantors and their successors, and will inure to the benefit of Company and its successors and assigns.

13. Governing Law and Dispute Resolution. Company and Guarantors irrevocably agree that the provisions of Article 20 of the Agreement are incorporated by reference into this Guaranty and such provisions will govern the governing law and enforcement of and any disputes pursuant to this Guaranty.

14. Severability. The invalidity or unenforceability of any particular provision of this Guaranty will not affect the other provisions hereof, and this Guaranty will be construed in all respects as if such invalid or unenforceable provision were omitted.

15. Headings. The headings of the various sections are for convenience only and in no way define, limit, construe, or describe the scope or intent of such sections.

**IN WITNESS WHEREOF**, the parties have executed this Guaranty as of the date first stated above.

Guarantors:

Company:

**The Home Franchise, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

**EXHIBIT C**  
**FINANCIAL STATEMENTS**

**THE HOME FRANCHISE, LLC  
FINANCIAL STATEMENTS  
MAY 5, 2021**

**THE HOME FRANCHISE, LLC  
TABLE OF CONTENTS**

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<b>Independent Auditor's Report</b>	<b>Page 1</b>
<b>Balance Sheet</b>	<b>Page 2</b>
<b>Footnotes</b>	<b>Page 3</b>



**AKIVA MANNE**  
**CERTIFIED PUBLIC ACCOUNTANT**  
905 HARRISON STREET, SUITE 104G ALLENTOWN, PA 18103

**INDEPENDENT AUDITOR'S REPORT**

**To the Members of  
The Home Franchise, LLC**

We have audited the accompanying balance sheet of The Home Franchise, LLC (the "Company"), as of May 5, 2021, and the related notes to the financial statement.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of this financial statement in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement, 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, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of The Home Franchise, LLC as of May 5, 2021, in accordance with accounting principles generally accepted in the United States of America.

  
Akiva Manne, CPA  
October 28, 2021

THE HOME FRANCHISE, LLC  
BALANCE SHEET  
MAY 5, 2021

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ASSETS

Cash	<u>\$ 100,100</u>
Total Assets	<u>\$ 100,100</u>

LIABILITIES AND MEMBERS' EQUITY

Due To Related Party	<u>\$ 100,100</u>
Total Liabilities and Members' Equity	<u>\$ 100,100</u>

See notes to financial statements

THE HOME FRANCHISE, LLC  
NOTES TO FINANCIAL STATEMENT

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**1. THE COMPANY**

The Home Franchise, LLC is a Florida limited liability company formed in April 2021. The Company offers qualified individuals and entities to own and operate regional developer franchises under the "YourHomeHub" names, marks, programs and systems that solicit and screen prospective YourHomeHub™ individual unit franchisees, assists the Company in providing certain services to their franchisees, and that own and operate their own Unit Owner franchises. The Unit Owner franchisees offer and sell membership subscriptions to the YourHomeHub powered by MooveGuru™ real estate dashboard and related utility connection and automated savings services and programs.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

**Franchise Arrangements**-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate an Upgrade Labs Franchise for a specified number of years.

**Concentration of Credit Risk**-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts do not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of \$250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

**Use of Estimates**-The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Income Taxes**-The Company has elected to be taxed as a limited liability corporation for federal and state income tax purposes. Income and expenses for the Company pass through directly to the members and is reported on its individual income tax returns.

**3. SUBSEQUENT EVENTS**

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company identified the following which require further disclosure in the notes to the financial statements.

The Company entered into Regional Developer Franchise Agreements with multiple customers, in the states of Michigan, Florida, Ohio, Tennessee, N. Carolina, S. Carolina, Kentucky and Georgia. The Regional Developer obtains the right to help us to offer, sell, train and support Unit Owner franchises over an agreed-upon period of time and within an agreed-upon territory under the "YourHomeHub" and "YourHomeHub powered by MooveGuru" names and marks and other tradenames (collectively, the "Marks"). Sales of the Regional Developer Franchise Agreements to these customers totaled \$1,752,054 as of the date of these financial statements.

Subsequent events have been evaluated through October 28, 2021, the date the financial statements were available to be issued.



**EXHIBIT D**  
**OPERATIONS MANUAL TABLE OF CONTENTS**



## **UNIT OWNER OPERATIONS MANUAL**

### Table of Contents

Chapter A1	The Your Home Hub Franchise System	(4 pages)
Chapter A2	The Franchise Structure	(3 pages)
Chapter A3	Your Home Hub Business Model	(5 pages)
Chapter A4	Intellectual Property	(2 pages)
Chapter B1	Operating Your Business	(5 pages)
Chapter B2	Fee Structure and Processes	(3 pages)
Chapter B3	Business Insurance	(3 pages)
Chapter C1	Target Markets	(11 pages)
Chapter C2	Product Overview/Integrations	(7 pages)
Chapter C3	Service Providers	(8 pages)
Chapter C4	Homeowner Accounts	(9 pages)
Chapter C5	Agent Exclusivity	(2 pages)
Chapter D1	Office Talks, How to, Scripts	(10 pages)
Chapter D2	Marketing to Existing Customers	(3 pages)
Chapter D3	Materials, Vendors, Resources	(3 pages)
Chapter E1	User Agreements Terms and Conditions	(3 pages)
Chapter E2	Implementation and User Training	(3 pages)

**EXHIBIT E**  
**LIST OF CURRENT AND FORMER FRANCHISEES**

**NONE**

**Franchise Disclosure Document Exhibit F**  
**INFORMATION CONCERNING**  
**YOURHOMEHUB™ REGIONAL DEVELOPERS**

The following is a list of the Regional Developers, alphabetically by state. The listed information responds to Items 1 ("Name, Address, and Business Organization of the Regional Developer"), 2 ("Identity and Experience of Persons Affiliated with the Regional Developer"), 3 ("Litigation"), and 4 ("Bankruptcy") of the attached Franchise Disclosure Document.

**ITEM 1**  
**REGIONAL DEVELOPERS**

**FLORIDA**

Name: Grio, LLC, Levan Wood, Mooveguru, Inc., Magnus J. Sublett Trust

Business Address: 1080 Bangor Road, Waterford, MI 48328

Business Phone: 248-770-1030 (Wood)

Territory: State of Florida (Divided into 5 Regions: Southeast, Southwest, Central, Northeast, Panhandle)

**GEORGIA**

Name: YourHomeHub Georgia, LLC, James David Moody and Greg Martin

Business Address: 157 Reinhardt College Pkwy, Canton, GA 30114 (Moody)  
104 Warren Rd. Augusta, GA 30907 (Martin)

Business Phone: (770)720-1515 (Moody)  
404-379-4549 (Martin)

Territory: State of Georgia (1 Region)

**KENTUCKY**

Name: Daniel Hogan

Business Address: 2202 Belmont Blvd., Nashville, TN 37212

Business Phone: 901-240-4791

Territory: State of Kentucky (1 Region)



## **MICHIGAN**

Name: Grio, LLC, Levan Wood, Moovguru, Inc., Magnus J. Sublett Trust  
Business Address: 1080 Bangor Road, Waterford, MI 48328  
Business Phone: 248-770-1030 (Wood)  
Territory: State of Michigan (1 Region)

## **NORTH CAROLINA (EAST)**

Name: Dave Collins  
Business Address: 5021 Woodview Lane, Weddington, NC 28104  
Business Phone: 704-264-4523  
Territory: North Carolina-East (1 Region)

## **NORTH CAROLINA (WEST)**

Name: Mason Austin and John “Andrew” Austin  
Business Address: 1567 Park Drive, Mars Hill, NC 28754 (Mason)  
87 Rainbow Ridge, Burnsville, NC 28714 (Andrew)  
Business Phone: 828-284-6946  
Territory: North Carolina-West AND Tennessee – East (1 Region together)

## **OHIO**

Name: Dave Collins  
Business Address: 5021 Woodview Lane, Weddington, NC 28104  
Business Phone: 704-264-4523  
Territory: State of Ohio (1 Region)

## **SOUTH CAROLINA**

Name: Dave Collins  
Business Address: 5021 Woodview Lane, Weddington, NC 28104

Business Phone: 704-264-4523

Territory: State of South Carolina (1 Region)

**TENNESSEE (EAST)**

Name: Mason Austin and John “Andrew” Austin

Business Address: 1567 Park Drive, Mars Hill, NC 28754 (Mason)  
87 Rainbow Ridge, Burnsville, NC 28714 (Andrew)

Business Phone: 828-284-6946

Territory: Tennessee – East AND North Carolina-West (1 Region together)

**TENNESSEE (WEST)**

Name: Daniel Hogan

Business Address: 2202 Belmont Blvd., Nashville, TN 37212

Business Phone: 901-240-4791

Territory: Tennessee - West (1 Region)

**ITEM 2  
BUSINESS EXPERIENCE**

**Levan Wood, Regional Developer in Florida and Michigan**

Mr. Wood has operated as our YourHomeHub™ regional developer representative in Florida and Michigan since September 2021. He has served as Broker for RE/MAX Eclipse in Blomfield Hills, Michigan since December 2014.

**David Moody, Regional Developer in Georgia**

Mr. Wood has operated as our YourHomeHub™ regional developer representative in Georgia since September 2021. He has served as Broker for Georgia Real Estate Evaluation Services, Inc. dba ERA Sunrise Realty in Canton, Georgia from February 1988 to the present. He is owner of Sure Close Title Services in Augusta, Georgia since November 2011.

**Greg Martin, Regional Developer in Georgia**

Mr. Wood has operated as our YourHomeHub™ regional developer representative in Georgia since September 2021. He has served as President for Georgia Real Estate Evaluation Services,

Inc. dba ERA Sunrise Realty in Canton, Georgia from April 2002 to the present. He is Managing Member of Sure Close Title Services in Augusta, Georgia since November 2011.

Daniel Hogan, Regional Developer in Kentucky and Tennessee-West

Mr. Wood has operated as our YourHomeHub™ regional developer representative in Kentucky and Tennessee (West region) since August 2021. He has owned and operated Participant Properties, LLC in Nashville, Tennessee since January 2018. From February 2009 to September 2017, he served as CEO for Medalogix, LLC in Nashville, Tennessee.

Dave Collins, Regional Developer in Ohio, North Carolina-East, and South Carolina

Mr. Collins has operated as our YourHomeHub™ regional developer representative in Ohio, North Carolina (East region) and South Carolina since September 2021. He has served as Loan Officer for Movement Mortgage in Charlotte, North Carolina since April 2019. From February 2013 to March 2019, he served as Chief Operations Office for the ERA brand for Realogy in Madison, New Jersey.

Mason Austin, Regional Developer in North Carolina-West and Tennessee-East

Mr. Austin has operated as our YourHomeHub™ regional developer representative in North Carolina (West region) and Tennessee (East region) since September 2021. Mr. Austin serves as Supervisor for Cody Trucking in Mars Hill, North Carolina since April 2016. From July 2019 to February 2020, he served as an intern and project manager for Harrison Construction in Asheville, North Carolina.

John “Andrew” Austin, Regional Developer in North Carolina-West and Tennessee-East

Mr. Austin has operated as our YourHomeHub™ regional developer representative in North Carolina (West region) and Tennessee (East region) since September 2021. He has owned and operated Austin Grading & Land Management in Burnsville, North Carolina since March 2021. He has also owned and operated Done-Rite Lawn & Landscaping, LLC in Burnsville, North Carolina since May 2019. He owned and operated Austin Family Farms in Burnsville, North Carolina from January 2014 to February 2018.

**ITEM 3  
LITIGATION**

No litigation is required to be disclosed in this Item about any of our Regional Developer representatives.

**ITEM 4  
BANKRUPTCY**

John “Andrew” Austin serves as regional developer representative in North Carolina (West region) and Tennessee (East region) since September 2021 at 87 Rainbow Ridge, Burnsville, NC 28714. He filed for bankruptcy protection under the United States Bankruptcy Code in the past 10 years.

*In re John Andrew Austin*, Case Number 19-10147, Western District of North Carolina. Discharged on July 30, 2019 under Chapter 7.

Other than the bankruptcy proceeding described above, no bankruptcy information is required to be disclosed in this Item.

**EXHIBIT G**  
**STATE ADDENDA AND FRANCHISE AGREEMENT RIDERS**

**ADDITIONAL DISCLOSURES FOR THE MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT OF THE HOME FRANCHISE, LLC**

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

**CALIFORNIA**

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

WE MAINTAIN A WEB SITE AT THE FOLLOWING ADDRESS: [www.yourhomehub.com](http://www.yourhomehub.com)

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION at [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

FDD Item 17; DA Sections 5, 6, 7, and 9.8

1) California Law Regarding Termination, Transfer, and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

2) Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11. U.S.C.A. Sec. 101 et seq.), but we will enforce it if enforceable.

3) Post-Termination Noncompetition Covenants. The Franchise Agreement contains covenants not to compete that extend beyond the termination of the franchise. This provision may not be enforceable under California law.

4) Liquidated Damages. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

5) Arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code

Section 20040.5, Code of Civil Procedures Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

6) Applicable Law. The Franchise Agreement requires application of the laws of the State of Ohio. This provision may not be enforceable under California law.

7) Disclosure Document. Section 31125 of the Franchise Investment Law requires us to give to you a disclosure document, in a form and containing such information as the Commissioner of Financial Protection & Innovation may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

## **GEORGIA**

### **DISCLOSURES REQUIRED BY GEORGIA LAW**

The State of Georgia has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

## **ILLINOIS**

1. The following language is added to the end of Item 17:

Illinois law governs the agreements between parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a Franchise Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Franchise Agreement may provide for arbitration in a venue outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Document provides that 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.

Franchisee's rights upon Termination and Non-Renewal are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

**YOUR RIGHTS UPON NON-RENEWAL, AND THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED, MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 AND 705/20.**

## **MARYLAND**

1. Item 5 and FA Section 5.1. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement and franchisee commences operations.

2. Item 17 (c) and (m); FA Sections 14.3 and 15.1 – Conditions for Franchisor Approval of Transfer or Renewal. The general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
3. Item 17 (h) – "Cause" Defined – Non-Curable Defaults. Provisions for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)
4. Item 17 (v); FA Section 20.2 and 20.6 – Choice of Forum and Limitations on Actions. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
5. All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The provisions of this Addendum only apply if the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

## MICHIGAN

### **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.**

- (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 Franchisee Business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service Mark, trade name, logotype, advertising, or other commercial symbol in the same Area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:



(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or Standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

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

(h) A provision that requires the franchisee to 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.

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 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

## **MINNESOTA**

1. The Item 6 chart row entitled "Insufficient Funds Processing Fee" is replaced with the following to meet the requirements of Minnesota Statute 604.113 regarding the maximum allowable amount of the fee chargeable for insufficient payments:

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

To the extent required by Minnesota Stat. Sec. 80C.12, Subd. 1(g), we will protect your right to use the Marks and indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

Insufficient Funds Processing Fee	\$30	As incurred	Due if you have insufficient funds in your EDTA to cover a payment, or, if you pay by check, a check is returned for insufficient funds
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3. The following is added at the end of the chart in Item 17:

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

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota. Those provisions also provide that no condition, stipulations or provision in the Franchise Agreement shall in any way abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any procedure, forum or remedies that the laws of the jurisdiction provide.

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

Minn. Rule Part 2860.4400J might prohibit a franchisee from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; or consenting to liquidated damages, termination penalties or judgment notes. However, we and you will enforce these provisions in our Franchise Agreement to the extent the law allows.

**NEW YORK**

1. FDD Cover Page. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT F OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY THE NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21<sup>st</sup> FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS**

**COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. FDD Item 3. The following is to be added to the end of Item 3:

Except as described above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony; violation of a franchise, antitrust, or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchises and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action alleging: violation of a franchise, antitrust, or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under any 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 these person from membership in these associations or exchanges; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. FDD Item 17. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provision of General Business Law 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” sections of Item 17(d), titled “**Termination by franchisee**”:

You may terminate the Franchise Agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of Forum**”, and Item 17(w), titled “**Choice of Law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by the Article 33 of the General Business Law of the State of New York.

## **VIRGINIA**

### FDD Item 5 and FA Section 5.1.

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

### FDD Item 17

The following statements are added to Item 17(h):

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

The following statements are added to Item 17(o):

Pursuant to § 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a Franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a Franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable

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

**RIDER TO THE HOME FRANCHISE LLC AGREEMENT FOR USE IN ILLINOIS**

**This Rider** (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between **The Home Franchise, LLC**, a Florida corporation located at 656 18<sup>th</sup> Ave NE St. Petersburg, FL 33704 (“**THF**,” “**we**,” “**us**,” or “**our**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**you**” or “**your**”).

1. **Background.** We and you are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Rider (the “**Franchise Agreement**”). This Rider is part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Franchisee Business that you will operate under the Franchise Agreement was made in the State of Illinois and the Franchisee Business will be located in Illinois, and/or (b) you are a resident of Illinois.

2. **Governing Law.** The following language is added to the end of Section 20.1 of the Franchise Agreement:

“However, Illinois law will apply to claims arising under the Illinois Franchise Disclosure Act.”

3. **Consent to Jurisdiction.** The following language is added to the end of Section 20.2 of the Franchise Agreement:

“However, the parties submit to the jurisdiction and venue of the state and federal courts of competent jurisdiction in Illinois for claims arising under the Illinois Franchise Disclosure Act.”

4. **Waiver of Jury Trial.** The following language is added to the end of Section 20.5 of the Franchise Agreement:

“However, the waiver in the previous sentence shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 260.609.”

5. **Limitation of Claims.** The following language is added to the end of Section 20.6 of the Franchise Agreement:

“However, nothing in this Section shall shorten any period within which Franchise Developer may bring a claim under Section 705/27 of the Illinois Franchise Disclosure Act or constitute a condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law (as long as the jurisdictional requirements of that Illinois law are met).”

6. **Renewal and Termination.** The following is added to the end of Sections 15.1, 15.2, and 16.2 of the Franchise Agreement:

“Franchisee’s rights upon Termination and Non-Renewal are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.”

7. **Waivers Void.** The following language is added as a new Section 20.8 of the Franchise Agreement:

“Nothing in this Agreement shall constitute a condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law (as long as the jurisdictional requirements of that Illinois law are met).”

*[Remainder of page intentionally left blank] [Signatures on following page]*

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider effective on the Effective Date shown below.

**The Home Franchise, LLC**

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

Name:

Title:

Dated: \_\_\_\_\_

Franchise Owner:

**(If you are taking the Franchise as a corporation, limited liability company, or partnership):**

\_\_\_\_\_  
[Print Name of FRANCHISE Entity]

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

[Signature of person signing on behalf of entity]

Title of Signatory: \_\_\_\_\_

Dated: \_\_\_\_\_

**(If you are taking the Franchise individually and not as a legal entity):**

\_\_\_\_\_  
[Signature of individual Franchise Developer]

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Signature of individual Franchise Developer]

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

Dated: \_\_\_\_\_

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

**RIDER TO THE HOME FRANCHISE LLC AGREEMENT FOR USE IN MARYLAND**

**This Rider** (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Development Agreement (defined below), by and between **The Home Franchise, LLC**, a Florida corporation located at 656 18<sup>th</sup> Ave NE St. Petersburg, FL 33704 (“**THF**,” “**we**,” “**us**,” or “**our**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**you**” or “**your**”).

1. **Background.** We and you are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Rider (the “**Franchise Agreement**”). This Rider is part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the RD Business that you will operate under the Franchise Agreement was made in the State of Maryland and the RD Business will be located in Maryland, and/or (b) you are a resident of Maryland.

2. Franchise Agreement Section 5.1. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by regional developers shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement and regional developer commences operations.

3. Franchise Agreement Sections 14.3 and 15.1 – Conditions for Franchisor Approval of Transfer or Renewal. The general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. "Cause" Defined – Non-Curable Defaults. Provisions for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)

5. Franchise Agreement Section 20.2 and 20.6 – Choice of Forum and Limitations on Actions. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

*[Remainder of page intentionally left blank] [Signatures on following page]*



**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider effective on the Effective Date shown below.

**The Home Franchise, LLC**

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

Name:

Title:

Dated: \_\_\_\_\_

Franchise Owner:

**(If you are taking the Franchise as a corporation, limited liability company, or partnership):**

\_\_\_\_\_  
[Print Name of FRANCHISE Entity]

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

[Signature of person signing on behalf of entity]

Title of Signatory: \_\_\_\_\_

Dated: \_\_\_\_\_

**(If you are taking the Franchise individually and not as a legal entity):**

\_\_\_\_\_  
[Signature of individual Franchise]

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Signature of individual Franchise]

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

Dated: \_\_\_\_\_

## **RIDER TO THE HOME FRANCHISE, LLC AGREEMENT FOR USE IN MINNESOTA**

**This Rider** (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between **The Home Franchise , LLC**, a Florida corporation located at 656 18<sup>th</sup> Ave NE St. Petersburg, FL 33704 (“**THF**,” “**we**,” “**us**,” or “**our**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**you**” or “**your**”).

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

2. **Insufficient Funds Processing Fee.** The second to last sentence of Section 5.8 of the Franchise Agreement is deleted and replaced with the following:

“Should any EFT not be honored by Franchise Developer’s bank for any reason, Franchise Developer shall be responsible for that payment, plus a processing fee of Thirty Dollars (\$30), plus reimbursement of Franchisor’s additional administrative expenses and charges, as well as a service charge applied by the bank, if any.”

3. **Releases.** The following language is added to the end of Sections 14.3(g) and 15.2(c) of the Franchise Agreement:

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

4. **Infringement.** The following language is added to the end of Section 12.3 of the Franchise Agreement:

“To the extent required by Minnesota Stat. Sec. 80C.12, Subd. 1(g), Franchisor will protect Franchise Developer’s right to use the Marks and indemnify Franchise Developer from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.”

5. **Renewal and Termination.** The following is added to the end of Sections 15.1, 15.2, and 16.2 of the Franchise Agreement:

“However, with respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.”

6. **Governing Law.** The following is added to the end of Section 20.1 of the Franchise Agreement:

“However, nothing in this Section 20.1 shall abrogate or reduce any of Franchise Developer’s rights under Minnesota Statutes Chapter 80C or Franchise Developer’s right to any procedure, forum or remedies that the laws of the jurisdiction provide.”

7. **Consent to Jurisdiction.** The following is added to the end of Section 20.2 of the Franchise Agreement:

“However, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor, except in certain specified cases, from requiring litigation to be conducted outside Minnesota. Nothing in this Section 20.2 shall abrogate or reduce any of Franchise Developer’s rights under Minnesota Statutes Chapter 80C or Franchise Developer’s right to any procedure, forum or remedies that the laws of the jurisdiction provide.”

8. **Waiver of Punitive Damages and Jury Trial.** If required by the Minnesota Franchises Law, Sections 20.4 and 20.5 of the Franchise Agreement is deleted.

9. **Limitations of Claims.** The following is added to the end of Section 20.6 of the Franchise Agreement:

“However, Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.”

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider effective on the Effective Date shown below.

**The Home Franchise, LLC**

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

Name:

Title:

Dated: \_\_\_\_\_

Franchise Owner:

**(If you are taking the Franchise as a corporation, limited liability company, or partnership):**

\_\_\_\_\_  
[Print Name of FRANCHISE AGREEMENT Entity]

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

[Signature of person signing on behalf of entity]

Title of Signatory: \_\_\_\_\_

Dated: \_\_\_\_\_

**(If you are taking the Franchise individually and not as a legal entity):**

\_\_\_\_\_  
[Signature of individual Franchise Developer]

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

Dated: \_\_\_\_\_

[Signature of individual Franchise Developer]

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

Dated: \_\_\_\_\_

**EXHIBIT H**  
**FORM OF GENERAL RELEASE**

**THE HOME FRANCHISE, LLC GRANT OF FRANCHISOR CONSENT AND  
FRANCHISE AGREEMENT RELEASE**

The Home Franchise, LLC (“THF,” “we,” “us,” “our,” or “Franchisor”) and the undersigned Franchise Developer, franchisee, \_\_\_\_\_ (“you,” “your,” or “Franchise Developer”), currently are parties to a certain Franchise agreement dated \_\_\_\_\_ (the “Franchise Agreement”). You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation]. We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, directors, officers, principals, employees, and affiliated entities (collectively, the “Releasing Parties”), hereby forever release and discharge us and our affiliates, our and their current and former officers, directors, shareholders, principals, employees, agents, representatives, affiliated entities, successors, and assigns (collectively, the “Franchisor Parties”) from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, “Claims”) that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the Franchisor Parties (1) arising out of or related to the Franchisor Parties’ obligations under the Franchise Agreement or (2) otherwise arising from or related to your and the other Releasing Parties’ relationship, from the beginning of time to the date of your signature below, with any of the Franchisor Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Franchisor Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity that is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your transferring owners likewise grant to us the release and covenant not to sue provided above.

*[Remainder of page intentionally left blank] [Signatures on following page]*

**The Home Franchise, LLC**

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

Name:

Title:

**[FRANCHISEE]**

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

Name:

Title:

**EXHIBIT I**  
**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

This Guaranty and Assumption of Obligations (this “**Guaranty**”) is made and entered into as of this day of \_\_\_\_\_, 20\_\_, by and between [\_\_\_\_\_], whose address is \_\_\_\_\_, [\_\_\_\_\_], whose address is \_\_\_\_\_, and [\_\_\_\_\_], whose address is \_\_\_\_\_, (collectively “**Guarantor(s)**”) and **The Home Franchise, LLC**, a limited liability company organized under Florida law, with its principal business address at 656 18<sup>th</sup> Ave NE St. Petersburg, FL 33704 (“**Company**”).

WHEREAS, the Guarantor(s) is/are the [*shareholder(s), member(s), partner(s)*] of \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**Franchise Developer**”); and

WHEREAS, contemporaneous with the execution of this Guaranty, Franchise Developer will enter into a Franchise Developer Agreement with Company (such Franchise Developer Agreement, including all extensions and renewals thereof is referred to hereinafter as the “**Agreement**”); and

WHEREAS, Company is unwilling to enter into the Agreement with Franchise Developer without the guarantee by Guarantors of Franchise Developer’s performance and payment obligations thereunder;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, Company and the Guarantee agree as follows:

1. Guaranty. In consideration for Company’s entry into the Agreement with Franchise Developer, the Guarantee absolutely, unconditionally and irrevocably Guarantee the prompt and satisfactory performance of the Agreement in accordance with all of its terms and conditions, and regardless of the ability or inability of Franchise Developer to perform its obligations under the Agreement or any extensions of the Agreement.

2. Nature of the Guaranty. This is a Guaranty of performance. The obligations of each Guarantor under this Agreement are absolute, unconditional, and irrevocable and will not be affected, modified or impaired by reason of, or upon the happening of any event, including, without limitation, any of the following: (i) any extensions or renewals of the Agreement; (ii) the invalidity or unenforceability, in whole or in part, of the Agreement or of any other Guaranty agreements relating to the Agreement; (iii) the compromise, settlement, release, or termination of all or any portion of any claims or actions relating to or arising out of the Agreement or of any other Guaranty agreements relating to the Agreement; (iv) the failure to give a Guarantor or any other Guarantee of the Agreement notice of default, nonperformance, or nonpayment by Franchise Developer of its obligations under the Agreement or the failure of Company to make demand on Franchise Developer or any other Guarantee of the Agreement to perform in accordance with the Agreement; (v) the modification, alteration, or amendment of the Agreement; or (vi) the modification, alteration, amendment, or termination of any other Guaranty of Franchise Developer’s performance of the Agreement.

3. No Conditions. The Guarantee agree that it is not a condition to its Guaranty that Company first proceed against Franchise Developer or any other guarantor of the Agreement or that Company preserve or pursue remedies against any other person or entity.
4. Independence of Guaranty; Waiver. This Guaranty is independent of and in addition to any and all other security or Guaranty agreements which Company may now or hereafter have for the performance of the Agreement. The Guarantee hereby waive (i) notice of acceptance of this Guaranty, (ii) notice of default, nonperformance, nonpayment or extension of time for performance or payment by Franchise Developer or any other guarantor of all or any portion of the Agreement; (iii) notice of modification, alteration, amendment, or termination of the Agreement or of any other Guaranty agreement relating to the Agreement; and (iv) notice of extension or renewal of the Agreement.
5. Transfer of Shares by Guarantor. The Guarantee acknowledge that the Agreement contains provisions restricting the Transfer of an Ownership Interest in Franchise Developer, including but not limited to Transfers of shares of stock or other securities in Franchise Developer and a right of first refusal granted to Company over any such Transfers. Guarantee agree not to Transfer any Ownership Interest in his or her name or under his or her control except in compliance with the terms and conditions of the Agreement.
6. Effect of Delay in Exercise of Rights. No delay on the part of Company in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Company of any right or remedy will preclude any other or further exercise thereof or the exercise of any other right or remedy; nor will any modification or waiver of any of the provisions of this Guaranty be binding upon Company except as expressly set forth in a writing duly signed by and delivered to Company. No actions of Company permitted hereunder will in any way affect or impair the rights of Company and the obligations of the Guarantor under this Guaranty.
7. Duration. This Guaranty will continue in full force and effect until all of the obligations under the Agreement have been fully and satisfactorily performed by Franchise Developer, the Guarantee, or other Guarantee, or the obligations have otherwise been completely discharged, and none of the Guarantee will not be released from their obligations under this Guaranty so long as any obligation or claim arising out of or relating to the Agreement, or this Guaranty remain outstanding.
8. Company's Rights under the Guaranty. Company may at any time and from time to time, without a Guarantor's consent, and without notice to a Guarantor and without affecting or impairing the Guarantee's obligations under this Guaranty, do any of the following: (i) renew or extend the Agreement; (ii) compromise, settle, release, or terminate all or any portion of any claims or actions relating to or arising out of the Agreement or of any other Guaranty agreements relating to the Agreement; (iii) modify, alter, or otherwise amend the Agreement; or (iv) modify, alter, amend, or terminate all or portion of any other Guaranty agreement relating to Area Representative's performance of the Agreement. No performance or payment by a Guarantor of any of Franchise Developer's obligations under the Agreement or any extensions or renewals thereof will entitle the Guarantor, by subrogation or otherwise, to any payment or performance by Franchise Developer under or out of the assets or property of Franchise Developer except after the



full performance, payment and discharge of Franchise Developer's obligations to Company under the Agreement.

9. Definition of Terms. Any capitalized term not otherwise defined in this Guaranty will have the same definition as used in the Agreement.

10. Joint and Several Liability. Each Guarantor will be jointly and severally liable with any and all other Guarantors of the Agreement for all obligations and claims under the Agreement.

11. Fees and Expenses. The Guarantor, along with any other Guarantors of Franchise Developer's performance of the Agreement, jointly and severally agree to pay all costs, expenses, fees, including reasonable attorneys' fees, court costs and other costs incurred by Company or any assignee in enforcing or attempting to enforce the Agreement or this Guaranty.

12. Successors and Assigns. This Guaranty will be binding on all Guarantors and their successors, and will inure to the benefit of Company and its successors and assigns.

13. Governing Law and Dispute Resolution. Company and Guarantors irrevocably agree that the provisions of Article 20 of the Agreement are incorporated by reference into this Guaranty and such provisions will govern the governing law and enforcement of and any disputes pursuant to this Guaranty.

14. Severability. The invalidity or unenforceability of any particular provision of this Guaranty will not affect the other provisions hereof, and this Guaranty will be construed in all respects as if such invalid or unenforceable provision were omitted.

15. Headings. The headings of the various sections are for convenience only and in no way define, limit, construe, or describe the scope or intent of such sections.

**IN WITNESS WHEREOF**, the parties have executed this Guaranty as of the date first stated above.

Guarantors:

Company:

**The Home Franchise, LLC**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

## THE HOME FRANCHISE, LLC

### STATE EFFECTIVE DATES

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

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

<b>State</b>	<b>Effective Date</b>
California	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
Virginia	
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.

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## ITEM 23 RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If The Home Franchise, LLC awards 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(10 business days if your are in Michigan, New York).

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If The Home Franchise, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement or a material omission, then a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise are: Scott Oakley, Kathleen Kuhn, Greg Little, and Magnus Sublett, 656 18<sup>th</sup> Ave NE St. Petersburg, FL 33704, (770) 549-1257.

Our authorized agents for service of process are identified on Exhibit A to this Disclosure Document

Issuance Date: September 23, 2021

I have received a Disclosure Document with above issuance date that included the following Exhibits:

Exhibit A – List of State Administrators/ Agents for Service of Process	Exhibit F – Information Concerning Regional Developers
Exhibit B – Franchise Agreement	Exhibit G – State Addenda and Franchise Agreement Riders
Exhibit C – Financial Statements	Exhibit H – Form of General Release
Exhibit D – Operations Manual Table of Contents	Exhibit I – Guaranty and Assumption of Obligations
Exhibit E – List of Franchise Developers	

Date of Receipt: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip Code

**KEEP THIS COPY FOR YOUR RECORDS.**

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Date of Receipt: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip Code

**PLEASE SIGN THIS COPY OF THE RECEIPT, DATE YOUR SIGNATURE, AND RETURN IT TO THE HOME FRANCHISE, LLC BY EMAIL ATTACHMENT TO [SOAKLEY@MOOVEGURU.COM](mailto:SOAKLEY@MOOVEGURU.COM) OR BY MAIL TO: 656 18<sup>th</sup> Ave. NE, St. Petersburg, FL 33704**