

FRANCHISE DISCLOSURE DOCUMENT



NTV 360 LLC
a Nevada limited liability company
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NTV 360 franchisees operate business that find host locations to place TVs which will loop local and/or regional advertising and marketing that is sold by the franchisee to local businesses and through our NTV 360 network (“NTV 360 Business(es)”).

The total investment necessary to begin operation of an NTV 360 franchised business is between \$48,150 and \$120,405. This includes between \$35,000 and \$80,600 that must be paid to the franchisor or its affiliate(s).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact David Alperti at 1546 Cole Blvd, Bldg 5, Suite 100, Lakewood, Colorado 80401, (720) 763-9094 or franchiseinfo@ntv360.com.

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, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: February 26, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only NTV 360 business in my area?	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 <i>tell</i> you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What’s it like to be a(n) NTV 360 franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 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 the franchisor by mediation, arbitration and/or litigation only in Colorado. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Colorado than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

**NOTICE REQUIRED BY
STATE OF MICHIGAN**

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that the 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 terms except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (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 or 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.

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

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

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

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

To simplify the language in this Franchise Disclosure Document, “N3,” “we,” “us” and “our” means NTV 360 LLC, the franchisor. “You,” “your” and “Franchisee” means the person, and its owners if the Franchisee is a business entity, who buys the franchise from N3.

The Franchisor

N3 is a Nevada limited liability company formed on October 4, 2022. We operate under our corporate name and the name NTV 360. Our principal business address is 1546 Cole Blvd, Bldg 5, Suite 100, Lakewood, Colorado 80401. We offer franchises (“NTV 360 Franchise(s)” or “Franchise(s)”) for NTV 360 Businesses and have done so since February 2025. We are the only approved suppliers of the Component Players (defined below) that franchisees use in their NTV 360 Businesses and an approved supplier of digital marketing services. We do not conduct business under any other name or in any other line of business and we do not offer franchises in any other line of business. We do not conduct, and have never conducted, a business of the type described in this Franchise Disclosure Document.

We have one parent entity, Evergreen Digital Media Corp. (“EDM”). EDM owns and controls all of the intellectual property utilized by NTV 360 Franchises, including the technology for the Advertising Services (defined below) used by NTV 360 franchisees, and licenses it to us. EDM shares our principal business address. We have entered into a management agreement with EDM to provide N3 with certain management services. EDM does not offer franchises in any line of business or provide products or services to our franchisees. EDM has agreements with authorized dealers to provide customers with access to the same and similar technologies as that of NTV 360 Franchises but these dealers do not operate under the NTV 360 trademark and brand. We do not have a predecessor or any other affiliates.

Our agent for service of process in Nevada is V-Corp Services, LLC, 701 S. Carson Street, Suite 200, Carson City, Nevada 89701. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

The Franchise

NTV 360 franchisees find locations (“Host Location(s)”), such as local businesses, to install screens and/or televisions (“Screens”) that will play looped advertising content (“Advertising Services”) that we and Franchisees will sell to local businesses from one of our mini-computers that is connected to EDM’s network (the “Component Player(s)”). NTV 360 franchisees will sell Advertising Services to local businesses and construct the schedule for the Component Players through our proprietary network (“SYSTEMTV Network”). You will be solely responsible for locating and setting up Host Locations in your designated “Territory” (See Item 12). The content of the Advertising Services on the Component Players will be a mix of national advertisements agreed to by N3 or EDM, as well as local advertisements negotiated and set up by you. Our operating system includes: recognizable designs; standards; specifications; rules and procedures of operation; techniques; philosophies; quality and uniformity of products and services offered; and procedures (“System”). We grant franchises to operate NTV 360 Businesses using the System and our trade names, trademarks, service marks, emblems, logos, slogans and copyrights (“Marks”) as authorized by us. Because an NTV 360 Business is a mobile business, you will most likely operate your Franchise from your home, but you may choose to rent an executive suite office or other commercial office or retail space.

You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit C (“Franchise Agreement”). You may operate one NTV 360 Business for each Franchise Agreement you sign.

Conversion Franchises

We also offer conversion opportunities to existing independent businesses that provide services and products similar to those offered by NTV 360 Businesses (“Conversion Owners”). Conversion Owners will sign a Franchise Agreement that will include an “Conversion Owner Addendum,” which is attached to this Franchise Disclosure Document in Exhibit G. Conversion Owners must modify their business operations to our specifications, use our Marks and complete our training if deemed necessary by us.

Market and Competition

The primary market for the products and services offered by the NTV 360 Business is small and medium sized businesses. The products and services offered by NTV 360 Businesses are not seasonal. You may have to compete with numerous other independent and chain-affiliated businesses, some of which may be franchised.

Industry-Specific Laws

You must obtain all required licenses, permits, and approvals to operate your NTV 360 Business. Some states and local jurisdictions may have enacted or may in the future enact laws, rules, regulations, and ordinances which may apply to the NTV 360 Business. These regulations may establish certain standards, specifications, and requirements that must be followed by you.

The Payment Card Industry Data Security Standard (“PCI”) requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data. Franchisees must also be sure to comply with applicable federal and state laws regulating the privacy and security of sensitive consumer and employee information.

You are responsible for investigating, understanding and complying with all applicable laws, rules, regulations, ordinances and requirements applicable to you and your NTV 360 Business. You should consult with a legal advisor about whether these and/or other requirements apply to your NTV 360 Business. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2 BUSINESS EXPERIENCE

Chief Executive Officer: Don Winfrey

Mr. Winfrey is our Chief Executive Officer in Lakewood, Colorado and has been since our inception in October 2022. Mr. Winfrey also serves as the Chief Executive Officer of EDM in Lakewood, Colorado and has done so since February 2008.

Chief Financial Officer: John Handley

Mr. Handley is our Chief Financial Officer in Lakewood, Colorado and has been since our inception in October 2022. Mr. Handley also serves as the Chief Financial Officer of EDM in Lakewood, Colorado and has done so since November 2019. Mr. Handley is also the Chief Financial Officer for DirecTech

Capital Partners in Newton, Iowa and has been since January 2019. Mr. Handley is also the Chief Financial Officer for IVZ, LLC in Reston, Virginia and has been since October 2013.

President: John Hernandez

Mr. Hernandez is our President in Lakewood, Colorado and has been since our inception in October 2022. Mr. Hernandez also serves as the President of EDM Lakewood, Colorado and has done so since February 2008.

Director of Sales: Phil Salice

Mr. Salice is our Director of Sales in Cornelius, North Carolina and has been since our inception in October 2022. Mr. Salice also serves as the Director of Sales for EDM in Cornelius, North Carolina and has done so since April 2008.

Director of Client Services and Training: Quinn Varela

Ms. Varela is our Director of Client Services and Training in Lakewood, Colorado and has been since our inception in October 2022. Ms. Varela also serves as the Director of Client Services and Training for EDM Lakewood, Colorado and has done so since May 2021. Ms. Varela was a Sales and Service Specialist for EDM Lakewood, Colorado from October 2019 to May 2021.

**ITEM 3
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4
BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

**ITEM 5
INITIAL FEES**

Initial Franchise Fee

You will pay an “Initial Franchise Fee” for your NTV 360 Business as part of your Franchise Agreement which includes an initial inventory of Component Players. Your Initial Franchise Fee and initial number of Component Players will be based on the population of the territory of your NTV 360 Business, according to the following table:

Territory Population*	Initial Franchise Fee	Initial Component Players Included
Less than 150,000	\$35,000	20
150,001 to 300,000	\$50,000	30
300,001 – 600,000	\$75,000	50

*The population of your territory will be based on numbers derived from the current U.S. Census report and supplemented with other information available and other population statistical sources of our choosing to determine populations.

The Initial Franchise Fee is payment for the pre-opening assistance that we provide to you to allow you to open your NTV 360 Business and also offsets some of our franchise recruitment expenses. The Initial Franchise Fee is uniform, fully earned by us once paid and is non-refundable under any circumstances. You will pay \$5,000 of the Initial Franchise Fee when you sign your Franchise Agreement and the remaining amount is due within 45 days of signing your Franchise Agreement.

During our last fiscal year ended December 31, 2024, we did not collect any initial franchise fees.

Conversion Owner Discount

If you are a Conversion Owner, we offer a reduced Initial Franchise Fee ranging from \$0 to \$75,000. The range of the fee will be based on the territory you purchase, as well as your experience, length of time in business, sales volume, growth, and future potential. Conversion Owners that have been in business longer and have larger sales volume, growth, and potential will qualify for a greater reduction in the Initial Franchise Fee, while those Conversion Owners that have been in business for a short period of time will receive a smaller reduction. Conversion Owners may still be required to purchase Component Players for their NTV 360 Business. We did not sell any conversion NTV 360 Franchises during our last fiscal year.

Additional Component Player Fees

You can purchase additional Component Players for our then-current fee (currently, \$200 per Component Player). You are not required to purchase additional Component Players prior to opening, but will be subject to a minimum purchase requirement during the term of the Franchise Agreement as discussed in Item 6. Conversion Owners will be required to purchase a minimum level of Component Players before they open their NTV 360 Business. This fee is uniform and non-refundable under any circumstances.

Additional Field Training Fee

We provide initial training at no charge either virtually or at our corporate headquarters. We offer the option of additional onsite field assistance (“Additional Field Training”) during your opening week for an extra charge (currently \$5,000). The additional field training will last approximately four days. This fee is payable a minimum of 14 days prior to the scheduled Additional Field Training and is uniform non-refundable.

Additional Territory ROFR Fee

You may also purchase up to three rights of first refusal (“Additional Territory ROFR”) to develop other NTV 360 Businesses in separate territories (each a “Reserved Territory”) subject to availability and our approval by paying a reservation fee of \$5,000 (“Additional Territory ROFR Fee”) and signing our “Additional Franchise Reservation Agreement” which is attached as Exhibit G-6 to this Franchise Disclosure Document. The Reserved Territory will be protected for 12 months from the date you sign the Additional Franchise Reservation Agreement. If we receive a bona-fide inquiry regarding an NTV 360 franchise in the Reserved Territory, we will notify you and you will have seven days to provide us with written notice of your election to exercise your Additional Territory ROFR. If you elect to exercise your Additional Territory ROFR, you must sign our then-current franchise agreement for the Reserved Territory and pay the then-current initial franchise fee within 30 days after you receive our notice. If you purchase

the Reserved Territory, the Additional Territory ROFR Fee will be credited towards the Initial Franchise Fee for the Reserved Territory. The Additional Territory ROFR Fee is uniform and nonrefundable even if you do not open an additional NTV 360 Franchise.

ITEM 6 OTHER FEES

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Service Fee	\$500 per month plus \$75 per Component Player	Due on 1 st day of each month	The “ <u>Service Fee</u> ” is a combination of a flat fee and a license fee for Component Player used in your NTV 360 Business. Your Service Fee is an ongoing payment that allows you to use the Marks and the intellectual property of the System and pays for our ongoing support and assistance. You will begin paying the Service Fee 90 days after signing your Franchise Agreement.
Additional Component Player Fee ⁽²⁾	The then-current fee (currently, \$200 per Component Player)	Within 5 days of receipt of the invoice	This fee is for the purchase of additional Component Players and is in addition to the ongoing Service Fee for the Component Players. We will cover the shipping costs of the Component Players.
Component Player Reconnect Fee	\$75 per Component Player	Within 5 days of receipt of the invoice	If you fail to pay any portion of your Service Fee, you will have 15 days to procure payment before we have the right to suspend service to your Component Players. If we suspend service, you will need to pay us the Component Player reconnect fee when we resume service.
Digital Advertisement Fees	The then-current fees (currently, \$50 for a new or completely redesigned full motion ad; \$15 for an image swap or text alteration; \$90 per hour for custom digital ads)	Within 5 days of receipt of the invoice	If you request we provide you with a custom digital ad, or edits/redesign to your digital advertisements, you must pay us our then-current editing fees as listed in the Knowledge Base.
Customer Issue Resolution	The reasonable costs we incur for responding to a customer complaint (estimated to range between \$100 to \$5,000)	Within 5 days of receipt of the invoice	Payable if a customer of your NTV 360 Business contacts us with a complaint and we provide a gift card, refund or other value to the customer as part of our addressing the issue.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Late Payment Interest	The lesser of the daily equivalent of 12% per year simple interest or the highest rate allowed by law	As incurred	Interest accrues from the original due date until payment is received in full.
Professional Fees and Expenses	Will vary under circumstances	As incurred	You must reimburse us for any legal, accounting or other professional fees (“ <u>Professional Fees</u> ”) that we incur as a result of any breach or termination of your Franchise Agreement or as a result of your indemnity obligations. You must reimburse us if we incur any expenses in enforcing our rights against you under the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses, including Professional Fees, that we or our representatives incur related in any way to your NTV 360 Business or Franchise.
Transfer Fee	25% of the then-current Initial Franchise Fee for your Territory	\$1,000 non-refundable deposit at time of transfer application submittal and the remaining balance of fee at time of the approved transfer	Payable in connection with the transfer of your NTV 360 Business, a transfer of ownership of your legal entity, or the Franchise Agreement (this does not apply to the transfer of an entity you control—see below). If we are not offering Franchises at the time of your transfer, the transfer fee will be 25% of the initial franchise fee for your Territory listed in the most recent Franchise Disclosure Document.
Broker Fees	Our actual cost of the brokerage commissions, finder’s fees or similar charges	As incurred	If you transfer your NTV 360 Business to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder’s fees and similar charges.

Notes:

1. Fees. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer (“EFT”), by credit card, or other similar means. If you use EFT to pay your fees, you must complete the ACH authorization (in the form attached to this Franchise Disclosure Document in Exhibit G. If you pay your fees by credit card, you must complete the credit card authorization form in our Knowledge Base (defined below in Item 8). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. All fees are current as of the Issuance Date of this

Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. Also, any fee expressed as a fixed dollar amount is subject to adjustment based on changes to the Consumer Price Index (“CPI”) in the United States. We may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of your Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI-related fee adjustment during any calendar year.

2. Additional Component Player Fee. You must also purchase a minimum number of additional Component Players during the term of your Franchise Agreement (“Component Player Development Requirement”) based on your territory population and pay us our then-current fee (“Additional Component Player Fee”). The Component Player Development Requirement is a minimum requirement and you may purchase as many additional Component Players as you want. The initial Component Players you receive with the purchase of your NTV360 Business count towards your Component Player Development Requirement. You must purchase additional Component Players according to the “Component Player Development Schedule” set forth below until you reach your Component Player Development Requirement. Your Component Player Development Schedule begins when you sign your Franchise Agreement.

Territory Population	Component Player Development Schedule	Component Player Development Requirement
Less than 150,000	10 additional Component Players per year	50
150,001 to 300,000	20 additional Component Players per year	70
300,001 or more	20 additional Component Players per year	90

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee ⁽¹⁾	\$35,000	\$75,000	Lump sum	Within 60 days of signing the Franchise Agreement	Us

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Additional Territory ROFR Fee ⁽¹⁾	\$0	\$5,000	Lump sum	As incurred	Us
Additional Component Player Fee ⁽²⁾	\$0	\$600	Lump sum	As incurred	Us
Vehicle ⁽³⁾	\$0	\$4,555	Lump sum	As incurred	Third Parties
Inventory, Equipment and Supplies ⁽⁴⁾	\$8,000	\$14,000	As incurred	As incurred	Third Parties
Training Expenses ⁽⁵⁾	\$0	\$5,000	As incurred	On demand	Third Parties
Insurance – 3 Months ⁽⁶⁾	\$150	\$500	As incurred	As incurred	Third Parties
Lease, Utility and Security Deposits, Storage ⁽⁷⁾	\$0	\$750	As incurred	As incurred	Lessor, Third Parties
Additional Funds - 3 Months ⁽⁸⁾	\$5,000	\$15,000	As incurred	As incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT⁽⁹⁾	\$48,150	\$120,405			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your NTV 360 Franchise. Our estimates are based on our experience, the experience of our affiliates, and our current requirements for NTV 360 Franchises. Your costs will 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. All expenditures payable to us are uniform and non-refundable under any circumstances once paid. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, depending on their policies or your arrangements with them.

1. Initial Franchise Fee and Additional Territory ROFR Fee. See Item 5 for more information. The low end of the Initial Franchise Fee assumes your territory population is less than 150,000 and the high end assumes your territory population is 300,001 or greater. The low end of the Additional Territory ROFR Fee assumes you do not purchase the right to an Additional Territory and the high end assumes you purchase the right to one Additional Territory.
2. Additional Component Player Fee. The low end of this estimate assumes you do not purchase additional Component Players beyond what is included in the Initial Franchise Fee. The high end assumes you purchase three additional Component Players.

3. Vehicle. You must have a suitable vehicle for your NTV 360 Business (“Vehicle”) which can be your personal vehicle so long as it is capable of transporting equipment, supplies, and materials. The high end of this estimate includes the registration costs, down payment and three months of lease payments for one Vehicle. The low end of this estimate assumes you already own the registered Vehicle used for your NTV 360 Business.
4. Inventory, Equipment and Supplies. This item estimates the cost of the start-up initial inventory for your NTV 360 Business, which will include items such as televisions, mounts, cables and associated fees. This figure does not include the cost of inventory provided by us as a part of your Initial Franchise Fee. You will pay the vendor directly for these items.
5. Training Expenses. Initial training is provided at no charge for up to two people, including you and/or, if applicable, your manager. Initial training classes are held whenever necessary to train new franchisees. If your Territory is less than 150,000 persons, your initial training will be done virtually. If your Territory is 150,000 persons or greater, your initial training may be done virtually, or at our corporate headquarters, in which case we will cover the travel expenses of up to two attendees. If you request additional field training at your NTV 360 Business, you must pay us our additional field training fee, which is reflected in the high end of this estimate.
6. Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. If you have had prior issues or claims from previous operations unrelated to the operation of an NTV 360 Business, your rates may be significantly higher than those estimated above.
7. Lease, Utility and Security Deposits, Storage. Most of our franchisees will operate their NTV 360 Businesses out of their Vehicle(s) and their homes, but the NTV 360 Business may be operated from office buildings, business parks, and other commercial real estate locations. If you decide to operate your NTV 360 Business out of an office, you are responsible for compliance with all applicable business ordinances and building codes, and for obtaining all necessary health, building, sign, and other permits, licenses, and bonds as may be required for the operation of the office. While we have no restrictions or requirements for square footage, building type, and/or location of office space, we have found that franchisees who decide to rent office and/or storage space typically rent a self-storage unit and/or move into a small industrial park office sized between 100 sq. ft. to 500 sq. ft. Your actual rent payments may vary depending upon your location and your market’s retail lease rates. You will be required to store the Vehicle(s). If you have adequate storage space at your residence for the Vehicle(s), you may store them there. If you do not have adequate storage space at your residence or office, you will be required to rent such space. The low estimate assumes you will operate the NTV360 Business from your residence. The high end of this estimate is based on renting a storage space at \$250 per month for 3 months.
8. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial three-month start-up phase of your NTV 360 Business. These expenses include payroll costs during the first three months of operation, but not any draw or salary for you. These figures do not include standard pre-opening expenses or Service Fees payable under the Franchise Agreement or debt service, and assume that none of your expenses are offset by any sales generated during the start-up phase. For purposes of this disclosure, we estimated the start-up phase to be three months from the date your NTV 360 Business opens for business.

Our estimates are based on our experience, the experience of our affiliates, and our current requirements for NTV 360 Businesses. These figures are estimates, and we cannot guarantee

that you will not have additional expenses starting your NTV 360 Business. Your costs will depend on factors such as: how well you follow our methods and procedures; your management skills, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; the sales level reached during the start-up period; and the size of your NTV 360 Business.

9. This is an estimate of your initial startup expenses for one NTV 360 Franchise.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your NTV 360 Business according to our System and specifications. This includes purchasing or leasing all products, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the NTV 360 Franchise under our specifications, which may include purchasing these items from: (i) our designees; (ii) approved suppliers; and/or (iii) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the System.

Our confidential online “Knowledge Base” states our standards, specifications and guidelines for all products and services we require you to obtain in establishing and operating your NTV 360 Franchise and approved vendors for these products and services. We will notify you of new or modified standards, specifications and guidelines through periodic amendments or supplements to the Knowledge Base or through other written communication (including electronic communication such as email or through a system-wide intranet).

You must purchase, install, maintain in sufficient supply and use fixtures, furnishings, equipment, signs and supplies that conform to the standards and specifications described in the Knowledge Base or otherwise in writing.

We are an approved supplier of digital marketing services but not the only approved supplier. You may choose to use us for your digital marketing services and the costs will vary depending on the type of services you require.

We are currently the only approved supplier of the Component Players used in an NTV 360 Franchise Business. Some of our officers own an interest in us, an approved supplier. The Component Players are set up for various types of digital content and stream the Advertising Services through our SYSTEMTV Network. We will provide digital advertisement templates for you utilizing our graphic design resources. You must provide the content of the Advertising Services for the Component Players and specific directions as to how the content will appear, following our guidelines for advertisement submission in our Knowledge Base, or as directed otherwise by us in writing. We may, in our sole discretion, provide additional content to be streamed on your Component Players during our Reserved Time as described below. We reserve the right to modify, cancel, or add to the format of any advertisement that we utilize at any time in our sole discretion.

We reserve five minutes out of every hour (“Reserved Time”) on the advertising inventory on the Screens used in your NTV 360 Business, which we may use to run advertisements with our clients and/or national accounts. The remaining 55 minutes will be yours to use to sell advertisements to local businesses. We also reserve the exclusive right to contract with state, regional and national aggregators, and to sell programmatic ads. We may establish a buyback program in the future where we offer franchisees the option to sell additional Screen time back to us (“Buyback Time”), provided that any such buyback program will

be optional for NTV 360 franchisees. We may derive income from the advertisements aired during the Reserved Time and any Buyback Time and are under no obligation to share or distribute any of that income to our franchisees.

You must use the computer hardware and software that we periodically designate to operate your NTV 360 Business. You must obtain the computer hardware, software licenses, maintenance and support services and other related services that meet our specifications from the suppliers we specify. We may require you to use approved suppliers for certain technology business solutions at your expense that will support your business efficiencies, which may include phone systems, security systems, scheduling software, employee shift/task management software, inventory solutions and any other solutions we may periodically require in the Knowledge Base.

You must obtain the insurance coverage required under the Franchise Agreement. We currently require you to maintain the following insurance coverages in amounts that meet your state's minimum requirements or as otherwise consistent with applicable law: (1) commercial general liability insurance; (2) automobile vehicle liability insurance covering the driving of your NTV 360 Business vehicle; and (3) workers compensation insurance, in the event you hire employees for your NTV 360 Business.

The insurance company must be authorized to do business in the state where your NTV 360 Business is located, and must be approved by us. It must also be rated "A" or better by A.M. Best & Company, Inc. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. All insurance policies must name us and any affiliates we designate as additional named insured parties. Your policy must provide that the insurer will not cancel or materially alter the policies without giving us at least 30 days' prior written notice.

We will provide you with a list of any designated and approved suppliers in our Knowledge Base. If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for products and services that require supplier approval), you must notify us and submit to us the information, specifications and samples we request. We will use commercially reasonable efforts to notify you within 30 days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service from that supplier or provider. We reserve the right to charge a fee to evaluate the proposed product, service or supplier. We apply the following general criteria in approving a proposed supplier: (1) quality of services; (2) production and delivery capability; (3) proximity to NTV 360 Franchises to ensure timely deliveries of the products or services; (4) the dependability of the supplier; and (5) other factors. The supplier may also be required to sign a supplier agreement with us. We may periodically re-inspect approved suppliers' facilities and products, and we reserve the right to revoke our approval of any supplier, product or service that does not continue to meet our specifications. We will send written notice of any revocation of an approved supplier, product or service. We do not provide material benefits to you based solely on your use of designated or approved sources.

We estimate that approximately 25% of purchases required to open your NTV 360 Business and 10% of purchases required to operate your NTV 360 Business will be from us or from other approved suppliers or under our specifications. We and our affiliates may receive rebates from some suppliers based on your purchase of products and services and we have no obligation to pass them on to our franchisees or use them in any particular manner. During our last fiscal year ended December 31, 2024, neither we nor our affiliates derived revenue or other material consideration as a result of franchisees' required purchases or leases.

We may negotiate purchase arrangements with suppliers and distributors for the benefit of our franchisees, and we may receive rebates or volume discounts from our purchase of equipment and supplies that we resell to you. We currently do not have any purchasing or distribution cooperatives.

ITEM 9 FRANCHISEE’S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	N/A	Items 7 and 11
b. Pre-opening purchases/leases	Sections 5 and 6	Items 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 5 and 6	Items 7 and 11
d. Initial and ongoing training	Section 4	Items 6, 7 and 11
e. Opening	N/A	Items 6, 7, 9 and 11
f. Fees	Sections 4, 5, 6, and 10	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	Sections 2, 5, 6 and 7	Items 8, 11, 12, 14 and Exhibit G
h. Trademarks and proprietary information	Sections 1, 5, and 8	Items 13 and 14
i. Restrictions on products/services offered	Sections 2 and 5	Items 8 and 16
j. Warranty and customer service requirements	Section 4, 5, and 11	Items 1 and 11
k. Territorial development and sales quotas	Section 5	Items 1, 11 and 12
l. Ongoing product/service purchases	Section 6	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Section 5	Items 7, 8 and 11
n. Insurance	Section 5	Items 6, 7 and 8
o. Advertising	Section 4 and 5	Items 11, 13 and 14
p. Indemnification	Section 7	Not Applicable
q. Owner’s participation/management and staffing	Section 5	Items 11, 15 and 17
r. Records and reports	Section 6	Item 11
s. Inspections and audits	N/A	Items 6 and 11
t. Transfer	Sections 10	Item 17
u. Renewal	Section 3	Item 17
v. Post-termination obligations	Sections 5 and 10	Item 17
w. Non-competition covenants	Section 5 and 10	Item 17 and Exhibit G-2
x. Dispute resolution	Section 10	Item 17

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation to any third party.

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

Except as listed below, N3 is not obligated to provide you with any assistance.

Pre-opening Obligations

Before you open your NTV 360 Business, we (or our designee) will provide the following assistance and services to you:

1. Provide an initial training program (See Franchise Agreement - Section 4.3.1). We will not provide general business or operations training to your employees or independent contractors; however, we may provide limited training on the System and brand standards to your key employees. You will be responsible for hiring, training, directing, scheduling and supervising your employees and independent contractors in the day-to-day operations of the NTV 360 Business.

2. Provide you with access to our online Knowledge Base. The Knowledge Base contains approximately the equivalent of 225 printed pages. The table of contents for the Knowledge Base is attached to this Franchise Disclosure Document as Exhibit E (See Franchise Agreement - Section 4.1).

3. Because you do not have to locate a site from which to operate your NTV 360 Business, we do not provide you with assistance in doing so. You may open an office or rent storage space, but are not required to. You will not need our approval of a site if you choose to open an office or obtain storage space.

4. Designate your territory. (See Franchise Agreement - Section 2.1).

5. Assist you in designing your own website for your NTV 360 Business, which you will own and operate separately from our corporate website (See Franchise Agreement – Section 4.2).

6. Provide you with your initial Component Players as a part of your Initial Franchise Fee, which will vary depending on the size of your Territory, and any additional Component Players that you purchased (See Franchise Agreement – Section 6.1).

We do not provide the above services to renewal franchisees and may not provide all of the above services to franchisees that purchase existing NTV 360 Businesses.

Schedule for Opening

The typical length of time between signing the Franchise Agreement or the payment of any fees and the opening of the NTV 360 Business can vary from 30 to 90 days. Some factors which may affect this timing are your ability to secure any necessary financing; your ability to obtain any necessary permits and certifications; the time to complete required training; the timing of the delivery of any inventory or equipment; and hiring and training of any staff.

Continuing Obligations

During the operation of your NTV 360 Business, we (or our designee) will provide the following assistance and services to you:

1. Inform you of mandatory standards, specifications and procedures for the operation of your NTV 360 Business (See Franchise Agreement – Section 4).
2. Upon reasonable request, provide advice regarding your NTV 360 Business's operation based on reports or inspections. Advice will be given during our regular business hours and through written materials, electronic media, telephone or other methods in our discretion (See Franchise Agreement - Section 4.3.2).
3. Provide additional training to you for newly hired personnel on the NTV 360 brand and System guidelines, refresher training courses and additional training or assistance that, in our discretion, you need or request.
4. Allow you to continue to use confidential materials, including the Knowledge Base and the Marks (See Franchise Agreement - Sections 4.1, 5.3, and 5.4).
5. Provide you with additional Component Players which you must purchase in accordance with the Component Player Development Schedule described in Item 6 (See Franchise Agreement – Section 5.11).
6. Pay you a referral bonus of 25% of any consideration we receive from a national account or advertiser referred to us by you, who we ultimately enter into an advertising agreement with to provide Advertising Services on a regional or national level (See Franchise Agreement – Section 6.6).
7. Pay you a referral bonus of 10% of the Initial Franchise Fee we received from a third-party franchise prospect referred to us by you, who ultimately becomes an NTV 360 franchisee (See Franchise Agreement – Section 6.7). You are authorized only to identify the prospect to our franchise sales staff. You are not authorized to act as our agent or franchise broker. If you receive a referral bonus, notice will be given to the prospective franchisee receiving the Franchise Disclosure Document.

Optional Assistance

During the term of the Franchise Agreement, we (or our designee) may, but are not required to, provide the following assistance and services to you:

1. Modify, update or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new menu items, new equipment or new techniques.
2. Make periodic visits to the NTV 360 Business for the purpose of assisting in all aspects of the operation and management of the NTV 360 Business, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the NTV 360 Business, and detailing any problems in the operations which become evident as a result of any visit. If we provide this at your request, you must reimburse our expenses and pay our then-current training charges.
3. Hold periodic national or regional conferences to discuss business and operational issues affecting NTV 360 franchisees.

Advertising

Local Advertising

We do not require you to engage in any local advertising, nor do we operate a system-wide brand fund or similar collective advertising fund.

System Website

We will assist you in designing your own website for your NTV 360 Business, which you will own and operate separately from our corporate NTV 360 website. You must take down this website no later than 30 days after your Franchise Agreement is terminated or not renewed.

Computer System

You must purchase a tablet for your NTV 360 Business, and we estimate the cost of purchasing the tablet will be between \$200 to \$750. You must report data and information in the manner we specify. You must accept all payment methods that we determine.

We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the tablet, except that we, or our affiliate, operates and maintains the SYSTEMTV Network (Franchise Agreement - Section 4.7). We or our affiliate will also fulfill any warranty claims on Component Players that qualify for such claim. You must arrange for installation, maintenance and support of the Screens and Component Players at your cost. There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance, repairs or upgrades relating to the Screens, Component Players or tablet.

The cost of maintaining, updating, or upgrading the tablet or its components will depend on your repair history, costs of computer maintenance services in your area, and technological advances. We estimate the annual cost will be approximately \$0 to \$100, but this could vary (as discussed above). We may revise our specifications for the tablet periodically.

We reserve the right to upgrade, modify and add new systems and software, which may result in additional initial and ongoing expenses that you will be responsible for. You will be responsible for any increase in fees that result from any upgrades, modifications or additional systems or software and for any increase in fees from third-party providers.

We (or our designee) have the right to independently access the electronic information and data relating to your NTV 360 Business and to collect and use your electronic information and data in any manner, including to promote the System and the sale of NTV 360 Franchises. This may include posting financial information of each franchisee on an intranet website. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your Computer System remotely, in your NTV 360 Business or from other locations.

Training

Initial Training

You, or your manager, must complete the initial training to our reasonable satisfaction, as determined by the specific program instructors, before you open your NTV 360 Business. We provide

initial training at no cost for up to two people so long as everyone attends the initial training at the same time. Initial training classes are held whenever necessary to train new franchisees. If your Territory is less than 150,000 persons, your initial training will be done virtually. If your Territory is 150,000 persons or greater, your initial training may be done virtually, or at our corporate headquarters, in which case we will cover the travel expenses of up to two attendees. You will be required to cover the cost of any additional attendees. You may also request additional field training by a representative of ours at your NTV 360 Business, and you will pay us our \$5,000 additional field training fee for providing that training. We plan to provide the training listed in the table below.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction to NTV 360 LLC and Knowledge Base overview	1.5	0	Online or at our headquarters in Lakewood, Colorado
Building the Foundation	1	0	Online or at our headquarters in Lakewood, Colorado
Tools and Materials	1	0	Online or at our headquarters in Lakewood, Colorado
Host Research	1.5	0	Online or at our headquarters in Lakewood, Colorado
Host Mapping	1	0	Online or at our headquarters in Lakewood, Colorado
Host Pitch	1	0	Online or at our headquarters in Lakewood, Colorado
Tech	1	0	Online or at our headquarters in Lakewood, Colorado
Ad Creation	1	0	Online or at our headquarters in Lakewood, Colorado
DMS 101	1.5	0	Online or at our headquarters in Lakewood, Colorado
DMS 102	1.5	0	Online or at our headquarters in Lakewood, Colorado
Sales 101	1.5	0	Online or at our headquarters in Lakewood, Colorado
Sales 102	1.5	0	Online or at our headquarters in Lakewood, Colorado

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Sales 103	1.5	0	Online or at our headquarters in Lakewood, Colorado
Sales 104	1.5	0	Online or at our headquarters in Lakewood, Colorado
TOTAL	18	0	

Notes:

1. We reserve the right to vary the length and content of the initial training program based upon the experience and skill level of the individual attending the initial training program. We will use the Knowledge Base as the primary instruction materials during the initial training program.
2. Jeff Dewey and Quinn Varela currently oversee our training program. Mr. Dewey is a field trainer and has over 14 years’ experience in digital out-of-home advertising. Ms. Varela is a specialist in sales and training and has over four years’ experience in digital out-of-home advertising.

Ongoing Training

We may periodically require that you or your other employees attend system-wide refresher or additional training courses. Some of these courses may be optional, while we may require attendance at others. You may also request that we provide additional training (either virtually or at your NTV 360 Business). If you request additional field training by a representative of ours at your NTV 360 Business, you will pay us our \$5,000 additional field training fee. The length of the additional field training may vary, but will last at least four days. If we determine that you are not operating your NTV 360 Business in compliance with the Franchise Agreement or the Knowledge Base, we may require that you and other employees attend remedial training.

In addition to participating in ongoing training, you must attend any national or regional meeting or conference of franchisees. You are responsible for any conference fee and all travel and expenses for your attendees.

**ITEM 12
TERRITORY**

You will receive a protected territory (“Territory”) which means that during the term of the Franchise Agreement, we will not establish or franchise others to establish another NTV 360 Business within your designated territory, provided you meet your Component Player Development Requirement. In the event you fail to meet your Component Player Development Requirement, you will still be permitted to operate your NTV 360 Business, but will lose the exclusivity of your Territory, meaning we can open or license another to open and operate an NTV 360 business within the Territory.

The Territory is determined based on the geographic area and populations properties within that area and other relevant demographic characteristics. Your Initial Franchise Fee, Component Player Development Schedule and Component Player Development Requirement are determined by the size of your Territory according to the tables provided in Item 5 and Item 6, but in no event will your Territory

exceed 600,000 persons. The population statistics used in determining your Territory will be based on numbers derived from the current U.S. Census report and supplemented with other information available and other population statistical sources of our choosing to determine populations. In certain densely populated metropolitan areas, the size of the territory may be small if it has a high population density, while franchisees operating in less densely populated suburban or rural areas may have significantly larger areas. If you fail to meet your Component Player Development Schedule, you will be permitted to keep operating your NTV 360 Business at your existing Host Locations, but you will lose the right to add additional Host Locations to your NTV 360 Business, and you will lose the rights to the Territory granted under your Franchise Agreement, meaning that we can operate or license others to operate another NTV 360 Business within the Territory.

You are prohibited from directly marketing to, soliciting or providing services to Host Locations whose principal residence are outside of your Territory. With our prior written consent, you may be permitted to market and provide services to customers outside of your Territory provided that it does not infringe on the territory rights of any other NTV 360 franchisee or one of EDM's authorized dealers. You may also offer digital marketing services to customers within and outside your Territory, including within the territory of other NTV 360 franchisees, and those franchisees may offer those same digital marketing services to customers within your Territory. Because of this, 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. You will not receive any compensation for digital marketing services sold by us or other franchisees to customers within your Territory. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales.

If you renew your Franchise, your Territory may be modified depending on the then-current demographics of the Territory, and on our then-current standards for territories. You must follow our extra-territorial policies and procedures, which may prevent you from providing services or selling products outside of your Territory. These policies and procedures may change over the term of the Franchise Agreement and may prevent you from providing services or selling products outside of your Territory.

We retain all territory rights (for ourselves and our affiliates) not expressly granted to you. We may use the Marks or the System to sell any products or services similar to those which you will sell through any alternate channels of distribution within or outside of the Territory. We and our affiliates have the right to operate, and to license others to operate, NTV 360 Businesses or dealerships outside the Territory, even if doing so will or might affect your operation of your NTV 360 Business. You are not granted any rights to use the internet as a channel of distribution and may not independently market on the internet or conduct e-commerce unless we have expressly allowed you to do so under our online policy. These reservations include the right to advertise on your Screens for a total of five minutes out of every hour, which may include advertisements for our national accounts and partners, as well as advertisements for owning an NTV 360 Business.

We may use trademarks other than the Marks to sell any products or services similar to those which you will sell within or outside of the Territory. We may purchase, be purchased by, merge or otherwise acquire competitive businesses within and outside the Territory. If such a situation occurs, the newly acquired businesses may not operate under the Marks in the Territory but may operate under the System. Although we reserve the rights described, neither we nor any affiliate, operates, franchises or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those offered by you or our other Franchises. We may implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We have the right to issue mandatory policies to coordinate such multi-area marketing programs. We are not required to pay you if we exercise any of our rights within your Territory.

We may also allow you to reserve the right of first refusal to develop another NTV 360 Franchise in an additional territory for 12 months, subject to availability and our approval. If we permit you to reserve the right of first refusal for an additional territory, you must pay the Additional Territory ROFR Fee and sign our Additional Franchise Reservation Agreement which is attached as Exhibit G-6 to this Franchise Disclosure Document. We may permit you to enter into an Additional Franchise Reservation Agreement at any point during the term of your franchise agreement. If you and we have entered into an Additional Franchise Reservation Agreement, and we receive a bona-fide inquiry to open or license another to open an NTV 360 franchise in the Reserved Territory, you will have 7 days to exercise your right of first refusal and 30 days to enter into our then-current franchise agreement. If you exercise your right of first refusal, you must sign our then-current franchise agreement for an NTV 360 Franchise in the Reserved Territory within 30 days of exercising your right of first refusal, and your Additional Territory ROFR Fee will be applied to the Initial Franchise Fee.

If you wish to purchase an additional NTV 360 Franchise, you must apply to us, and we may, at our discretion, offer an additional NTV 360 Franchise to you. We consider a variety of factors when determining whether to grant additional NTV 360 Franchises. Among the factors we consider, in addition to the then-current requirements for new NTV 360 franchisees, are whether or not the franchisee is in compliance with the requirements under their current Franchise Agreement.

ITEM 13 TRADEMARKS

The Marks and the System are owned by EDM, and are licensed exclusively to us. EDM has granted us an exclusive license (“Trademark License”) to use the Marks to franchise the System around the world. The Trademark License is for 5 years and began on January 31, 2022. It will automatically renew for subsequent five-year periods so long as we are not in default and do not materially breach the Trademark License by engaging in any activity which damages the Marks or the goodwill of the System. If the Trademark License is terminated, EDM has agreed to license the Marks directly to our franchisees until each franchise agreement expires or is otherwise terminated. Except for the Trademark License, no agreement significantly limits our right to use or license the Marks in any manner material to the NTV 360 Franchise. EDM has registrations with the United States Patent and Trademark Office (“USPTO”) for the following Mark:

Trademark	Registration Number	Registration Date	Register
NTV 360	7,356,820	April 9, 2024	Principal

There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board or the trademark administrator of any state, or any court, and no pending infringement, opposition or cancellation proceedings or material litigation involving the Marks. All required affidavits and renewals have been filed.

We do not know of any superior prior rights or infringing uses that could materially affect your use of the trademarks. You must follow our rules when using the Marks. You will use the phrase “Powered by NTV 360” as part of the brand name for your NTV 360 Business. Besides using the Mark as part of your brand name, you cannot use our name or Mark as part of a corporate name or with modifying words, designs or symbols unless you receive our prior written consent. You must indicate to the public in any contract, advertisement and with a conspicuous sign in the premises of your NTV 360 Business that you are an

independently owned and operated licensed franchisee of NTV 360. You may not use the Marks in the sale of unauthorized products or services or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale or other disposition of the NTV 360 Franchise, or any interest in the NTV 360 Franchise. All rights and goodwill from the use of the Marks accrue to us.

We will defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks. If we learn of an infringing user, we will take appropriate action, but we are not required to take any action if we do not feel it is warranted. You must notify us within three business days if you learn that any party is using the Marks or a trademark that is confusingly similar to the Marks. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you.

If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within 30 days after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must not directly or indirectly contest our right to the Marks. We may acquire, develop and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information in the Knowledge Base is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the ingredients and formula of our products and recipes, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Knowledge Base, our advertising materials, the content and format of our products or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("Copyrighted Works") for the operation of your NTV 360 Business, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are there any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works.

Our Knowledge Base, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of, and experience in the development, operation and franchising of NTV 360 Franchises, our training materials and techniques, information concerning product and service sales, operating results, financial performance and other financial data of NTV 360 Franchises and other related materials are proprietary and confidential ("Confidential Information") and are our property to be used by you only as described in the Franchise Agreement and the Knowledge Base. Where appropriate, certain information has also been identified as trade secrets ("Trade Secrets"). You must

maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your NTV 360 Franchise during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other NTV 360 Franchises during the term of the Franchise Agreement.

You must notify us within three business days after you learn about another's use of language, a visual image or a recording of any kind that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding, or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets. No patents or patents pending are material to us at this time.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require that you directly operate your NTV 360 Business. You must successfully complete our training program (See Item 11). You will also provide us with the name, address, telephone number and email address of each person who is authorized to interact with us on your behalf. All of your employees, independent contractors, agents or representatives that may have access to our confidential information must sign a confidentiality agreement (unless they already signed a System Protection Agreement), the current form of which is attached to this Franchise Disclosure Document in Exhibit G.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those products and services authorized by us, and which meet our standards and specifications. Authorized products may differ among our franchisees, and may vary depending on the geographic location of your NTV 360 Business or other factors. You must follow our policies, procedures, methods and techniques. You must sell or offer for sale all types of products and

services specified by us. We may change or add to our required products and services, at our discretion, with prior notice to you. If we change or add to our required products and services, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. There are no limitations on our rights to make changes to the required products and services offered by you. You must discontinue selling and offering for sale any products and services that we disapprove. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions.

You may not establish an account or participate in any social networking sites, crowdfunding campaigns or blogs or mention or discuss the NTV 360 Franchise, us or any of our affiliates without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not sell products through other channels of distribution such as wholesale, internet or mail order sales. Otherwise, we place no restrictions upon your ability to serve customers, provided you do so from the location of your NTV 360 Business in accordance with our policies.

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

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 3.1	Five years.
b. Renewal or extension	Section 3.1	If you are in good standing and you meet other requirements, you may add five successor terms of five years.
c. Requirements for franchisee to renew or extend	Section 3.1	The term “renewal” refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. Your successor franchise rights permit you to remain as a Franchise after the initial term of your Franchise Agreement expires if you are in good standing and you meet other requirements. You must sign our then-current Franchise Agreement and ancillary documents for the successor term, and this new franchise agreement may have materially different terms and conditions (including, e.g., higher service fee) from the Franchise Agreement that covered your original term.

Provision	Section in Franchise Agreement	Summary
d. Termination by franchisee	Section 9.2	You may terminate the Franchise Agreement if you are in compliance with it, and we are in material breach, and we fail to cure that breach within 60 days of receiving written notice, subject to applicable state law.
e. Termination by franchisor without cause	Not Applicable	Not applicable.
f. Termination by franchisor with cause	Section 9.1	We can terminate upon certain violations of the Franchise Agreement by you.
g. “Cause” defined - curable defaults	Section 9.1	You have 30 days to cure defaults listed in Section 9.1 except for failure to pay amounts due.
h. “Cause” defined - non-curable defaults	Not Applicable	Not applicable.
i. Franchisee’s obligations on termination/non-renewal	Sections 5.9, 9.3 and 10.10	Obligations include complete de-identification, payment of amounts due and return or destruction of the confidential Knowledge Base, all Confidential Information, Trade Secrets and records.
j. Assignment of contract by franchisor	Section 10.2	No restriction on our right to assign.
k. “Transfer” by franchisee – defined	Section 10.2	Includes any voluntary, involuntary, direct or indirect assignment, sale, gift, exchange, grant of a security interest or change of ownership in the Franchise Agreement, the Franchise or interest in the Franchise.
l. Franchisor approval of transfer by franchisee	Section 10.2	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 10.2	If you are in good standing and meet other requirements listed in Section 10.2, we may approve your transfer to a new owner.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Not Applicable	Not applicable.
o. Franchisor’s option to purchase franchisee’s business	Not Applicable	Not applicable.
p. Death or disability of franchisee	Not Applicable	Not applicable.
q. Non-competition covenants during the term of the franchise	Section 5.9	You may not compete as a digital signage provider during the term of the Franchise Agreement. Additionally, you may not solicit another NTV 360 franchisee with your products or ideas to sell during the term of the Franchise Agreement without our prior approval. You may not interfere with our or our other franchisees’ NTV 360 Franchises, subject to applicable state law.

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 5.9	You may not compete as a digital signage provider for at least one year after the termination or expiration of this contract in the territory of any NTV 360 businesses existing at the termination or expiration of the Franchise Agreement. Additionally, you may not solicit another NTV 360 franchisee with your products or ideas to sell for a period of one (1) year after termination or expiration of the Franchise Agreement.
s. Modification of agreement	Sections 4.1 and 10.3	No modifications of the Franchise Agreement during the term unless agreed to in writing, but the Knowledge Base is subject to change at any time in our discretion. Modifications are permitted on renewal.
t. Integration/merger clause	Section 10.3	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 10.6	Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business, (currently Lakewood, Colorado), subject to applicable state law.
v. Choice of forum	Section 10.7	All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Lakewood, Colorado), subject to applicable state law.
w. Choice of law	Section 10.7	Colorado law applies, subject to applicable state law.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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 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 performance at a particular location or under particular circumstances.

As of December 31, 2024, we had no franchised NTV 360 Businesses and two affiliate-owned NTV 360 Businesses in operation (the “Affiliate Businesses”). One of the Affiliate Businesses operates similarly how an NTV 360 franchised business will operate (the “Reporting Location”). The other Affiliate Business is located in our principal city, and benefits from being able to sell to national accounts and aggregators, which differs from that of an NTV 360 franchised business. That location also has the benefit of using our corporate marketing team, and hosting trainings for staff at our corporate offices, which typical NTV 360 franchisees will not receive. Similar to a franchised NTV 360 business, the Reporting Location is operated by an individual person and does not receive those same benefits. The table below provides information on the Reporting Location.

The information in the table below is a historical financial performance representation for the Reporting Location for the 2024 calendar year. The financial information was prepared from internal accounting records and reports. The numbers have not been audited, but we have no reason to doubt their accuracy.

The information provided in this Item 19 consists of the actual performance of the Reporting Location. The Reporting Location has operated in New York, New York since 2018, and benefits from brand awareness in the geographic area where it is located. The Reporting Location has not historically operated with a defined territory, but the vast majority of its Host Locations are within an area that would fall within the middle tier population for franchised NTV 360 Businesses. The Reporting Location pays the same Service Fees that franchised NTV 360 Businesses will pay. The Reporting Location offers similar products and faces a similar degree of competition anticipated for the NTV 360 Businesses offered under this Franchise Disclosure Document. The Reporting Location utilizes our System and are substantially similar to the franchise we offer. The Reporting Location is operated by members of our leadership team with significant experience in the industry.

**Gross Profit for Reporting Location⁽¹⁾
for January 1, 2024 to December 31, 2024**

	Gross Revenue⁽²⁾	Service Fees⁽³⁾	Digital Marketing Fees⁽⁴⁾	Gross Profit⁽⁵⁾
January	\$26,333.00	\$3,125.00	\$3,100.00	\$20,108.00
February	\$22,938.00	\$3,125.00	\$2,912.50	\$16,900.50
March	\$27,348.00	\$3,125.00	\$2,900.00	\$21,323.00
April	\$23,459.50	\$3,125.00	\$2,950.00	\$17,384.50
May	\$24,545.00	\$3,125.00	\$4,087.50	\$17,332.50
June	\$22,211.00	\$3,125.00	\$3,970.00	\$15,116.00
July	\$31,750.00	\$3,125.00	\$4,695.00	\$23,930.00
August	\$22,451.00	\$3,125.00	\$4,295.00	\$15,031.00
September	\$27,454.00	\$3,125.00	\$4,695.00	\$19,634.00
October	\$23,791.00	\$3,125.00	\$3,632.50	\$17,033.50
November	\$21,745.00	\$3,125.00	\$3,632.50	\$14,987.50
December	\$21,507.00	\$3,125.00	\$4,320.00	\$14,062.00
2024 Total	\$295,532.50	\$37,500.00	\$45,190.00	\$212,842.50

Notes:

1. Operating History. The Reporting Location has been in operation since 2018.
2. “Gross Revenues” includes the total of all revenues, income and consideration for the sale of all NTV 360 products and services to customers. It does not include the amount of any documented refunds, chargebacks, credits, charged tips and allowances given in good faith to customers.
3. “Service Fees” includes the Service Fees paid by the Reporting Location for 35 Component Players (\$500 plus \$75 per Component Player per month).
4. “Digital Marketing Fees” includes fees charged for managing digital marketing campaigns and products for downstream clients. Franchisees are not required to use our digital marketing services, but those that elect to will pay us digital marketing fees.
5. “Gross Profit” equals Gross Revenues less Service Fees and digital marketing fees. Gross Profit does not include operating expenses such as accounting expenses, advertising and promotion

expenses, bank service charges, charitable contributions, insurance expenses, legal fees, merchant account fees, software expenses, payroll expenses (including payroll taxes), postage and stationary, recruitment expenses, repairs and maintenances, telephone expenses, and website expenses. Gross Profit also does not include any Digital Advertisement Fees paid by the Reporting Location to NTV 360, which services are optional for our franchisees.

6. The financial performance representations in Item 19 do not reflect all expenses such as the taxes, interest and other non-operating expenses that must be deducted from the Gross Revenue figures to obtain your net profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your NTV 360 business.

Some NTV 360 Businesses have earned this amount. Your individual results may differ. There is no assurance you will earn as much.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representations, 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 David Alpert 13949 W. Colfax Ave., Suite 110, Lakewood, Colorado 80401, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

All year-end numbers appearing in the tables below are as of December 31 in each year.

Table No. 1

Systemwide Outlet Summary For Years 2022 - 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	2	2	2
	2023	2	2	2
	2024	2	2	2

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Total Outlets	2022	2	2	2
	2023	2	2	2
	2024	2	2	2

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022 - 2024

State	Year	Number of Transfers
Totals	2022	0
	2023	0
	2024	0

Table No. 3

Status of Franchised Outlets
For Years 2022 - 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Total	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Table No. 4

Status of Company-Owned Outlets
For Years 2022 - 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Colorado	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
New York	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Total Outlets	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2

Table No. 5

Projected Openings as of
December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Colorado	0	1	0
Florida	0	1	0
Iowa	0	1	0
Minnesota	0	1	0
New York	0	1	0
Total	0	5	0

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit D. The name and last known address and telephone number of every current franchisee and every franchisee who has had an NTV 360 Franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one-year period December 31, 2024, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit D. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the NTV 360 System. During the last three years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the NTV 360 Franchise System. You may wish to speak with current and former franchisees, but know that not all such franchisees can communicate with you. If you buy an NTV 360 Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

**ITEM 21
FINANCIAL STATEMENTS**

Exhibit B contains the financial statements required to be included with this Franchise Disclosure Document: audited financial statement as of December 31, 2024. Our fiscal year end is December 31. We have not been in business for three years and do not have three years of audited financial statements available to include in this Franchise Disclosure Document.

**ITEM 22
CONTRACTS**

Exhibit C	Franchise Agreement
Exhibit F	State Addenda and Agreement Riders
Exhibit G	Contracts for use with the NTV 360 Franchise

**ITEM 23
RECEIPTS**

The last pages of this Franchise Disclosure Document, Exhibit I are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

EXHIBIT A

**STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS**

**STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS**

<p><u>CALIFORNIA</u></p> <p>State Administrator and Agent for Service of Process: Commissioner Department of Financial Protection and Innovation 320 W. 4th Street, #750 Los Angeles, CA 90013 (213) 576-7500 (866) 275-2677</p> <p><u>HAWAII</u></p> <p>Commissioner of Securities of the State of Hawaii 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722</p> <p><u>Agent for Service of Process:</u> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722</p> <p><u>ILLINOIS</u></p> <p>Illinois Attorney General Chief, Franchise Division 500 S. Second Street Springfield, IL 62706 (217) 782-4465</p> <p><u>INDIANA</u></p> <p>Secretary of State Securities Division Room E-018 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681</p> <p><u>MARYLAND</u></p> <p>Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360</p>	<p><u>MARYLAND CONTINUED</u></p> <p><u>Agent for Service of Process:</u> Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020</p> <p><u>MICHIGAN</u></p> <p>Michigan Department of Attorney General Consumer Protection Division 525 W. Ottawa Street Lansing, MI 48913 (517) 373-7117</p> <p><u>MINNESOTA</u></p> <p>Department of Commerce Commissioner of Commerce 85 Seventh Place East, Suite 280 St. Paul, MN 55101-3165 (651) 539-1600</p> <p><u>NEW YORK</u></p> <p><u>Administrator:</u> NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222</p> <p><u>Agent for Service of Process:</u> Secretary of State 99 Washington Avenue Albany, NY 12231</p> <p><u>NORTH DAKOTA</u></p> <p><u>Administrator:</u> North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712</p> <p><u>Agent for Service of Process:</u> Securities Commissioner 600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510</p>	<p><u>RHODE ISLAND</u></p> <p>Department of Business Regulation 1511 Pontiac Avenue, Bldg. 68-2 Cranston, RI 02920 (401) 462-9527</p> <p><u>SOUTH DAKOTA</u></p> <p>Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563</p> <p><u>VIRGINIA</u></p> <p>State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219</p> <p><u>Agent for Service of Process:</u> Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219</p> <p><u>WASHINGTON</u></p> <p><u>State Administrator:</u> Washington Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760</p> <p><u>Agent for Service for Process:</u></p> <p>Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501</p> <p><u>WISCONSIN</u></p> <p>Department of Financial Institutions Division of Securities 201 W. Washington Avenue Madison, WI 53703 (608) 266-3364</p>
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Rev. 090723

EXHIBIT B
FINANCIAL STATEMENTS



NTV 360 LLC

FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT

FOR THE YEAR ENDED
DECEMBER 31, 2024



NTV 360 LLC

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Independent Auditor's Report

To the Member
NTV 360 LLC
Carson City, NV 89701

Opinion

We have audited the accompanying financial statements of NTV 360 LLC, which comprise the balance sheet as of December 31, 2024, and the related statements of operations, member's equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NTV 360 LLC as of December 31, 2024, and the results of its operations and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Restrictions on Use

The use of this report is restricted to inclusion within the Company's Franchise Disclosure Document (FDD) and is not intended to be, and should not be, used or relied upon by anyone for any other use.

Kezar & Dunlavy

St. George, Utah
February 4, 2025

NTV 360 LLC
BALANCE SHEET
 As of December 31, 2024

	2024
Assets	
Current assets	
Cash and cash equivalents	\$ 60,046
Total current assets	60,046
Total assets	\$ 60,046
Liabilities and Member's Equity	
Current liabilities	
Accrued expenses	\$ 6,250
Total liabilities	6,250
Member's equity	
Member's interest	53,796
Total member's equity	53,796
Total liabilities and member's equity	\$ 60,046

The accompanying notes are an integral part of these financial statements

NTV 360 LLC
STATEMENT OF OPERATIONS
For the year ended December 31, 2024

	<u>2024</u>
Operating revenues	\$ -
Operating expenses	
Franchise development costs	18,750
Professional fees	6,920
Total operating expenses	<u>25,670</u>
Net loss	<u>\$ (25,670)</u>

The accompanying notes are an integral part of these financial statements

NTV 360 LLC
STATEMENT OF MEMBER'S EQUITY
For the year ended December 31, 2024

	Member's Equity
Beginning Balance	49,466
Net loss	(25,670)
Member contributions	30,000
Balance at December 31, 2024	<u>\$ 53,796</u>

The accompanying notes are an integral part of these financial statements

NTV 360 LLC
STATEMENT OF CASH FLOWS
For the year ended December 31, 2024

	2024
Cash flows used in operating activities:	
Net income	\$ (25,670)
Adjustments to reconcile net income to net cash provided (used) by operating activities:	
Change in operating assets and liabilities:	
Accrued expenses	6,250
Net cash provided by operating activities	(19,420)
Cash flows from investing activities:	
Purchases of property and equipment, net	-
Net cash used in investing activities	-
Cash flows from financing activities:	
Member contributions	30,000
Net cash provided by financing activities	30,000
Net change in cash and cash equivalents	10,580
Cash and cash equivalents at beginning of period	49,466
Cash and cash equivalents at end of period	\$ 60,046
Supplemental disclosures of cash flow	
Cash paid for interest and taxes	\$ -

The accompanying notes are an integral part of these financial statements

NTV 360 LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

NTV 360 LLC (the “Company”) was organized in the State of Nevada on October 4, 2022, as a limited liability company. The Company was formed for the principal purpose of selling and supporting the NTV 360 franchise system, which specializes in digital signage and marketing solutions. The Company did not commence operations until 2024.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

(b) Accounting Standards Codification

The Financial Accounting Standards Board (“FASB”) has issued the FASB Accounting Standards Codification (“ASC”) that became the single official source of authoritative U.S. generally accepted accounting principles (“GAAP”), other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

(d) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities.

(e) Concentration of Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

(f) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. As of December 31, 2024, the Company had cash and cash equivalents of \$60,046.

(g) Income Taxes

The Company is structured as a limited liability company under the laws of the state of Nevada. Accordingly, the income or loss of the Company will be included in the income tax returns of the members. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under Accounting Standards Codification (“ASC”) Topic 740, Accounting for Uncertainty in Income Taxes. ASC Topic 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If

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taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the members rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2024, the 2022 and 2023 tax years were subject to examination.

(2) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(3) Subsequent Events

Management has reviewed and evaluated subsequent events through February 4, 2025, the date on which the financial statements were issued.

EXHIBIT C
FRANCHISE AGREEMENT

NTV 360 FRANCHISE AGREEMENT

This Franchise Agreement (the “Agreement”) is dated _____ (the “Effective Date”) and is between NTV 360 LLC, a Nevada limited liability company (“NTV 360”) with a principal address of 1546 Cole Blvd, Bldg 5, Suite 100, Lakewood, CO 80401, and _____ (“Franchisee”) with a principal address of _____.

Overview

NTV 360 and its affiliates have developed a comprehensive system for the operation of digital displays and selling advertising opportunities on such displays (the “Business”). Franchisee is desirous of becoming a franchisee and operating the Business within a designated territory subject to the terms and conditions in this Agreement.

The purpose of this Agreement is to set forth the terms and conditions governing the parties’ respective rights and responsibilities as it relates to this franchise relationship.

Now, therefore for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. DEFINED TERMS

In addition to terms defined in the body of this Agreement, the following terms shall have the meanings ascribed as follows:

- 1.1 “Advertising Services” means digital advertising offered for sale to be utilized on the Screens.
- 1.2 “Component Player” means an internet protocol device provided by NTV 360 that attaches to an LCD display. “Additional Component Player” means additional Component Players purchased from NTV 360.
- 1.3 “Confidential Information” means all information provided by NTV 360 to Franchisee under this Agreement including, without limitation, the contents of the Knowledge Database, technical information related to Advertising Services, customer lists, marketing plans, financial information, the terms of this Agreement and any information which is marked as “confidential” or verbally indicated as such prior to an oral/visual presentation, (and which is not otherwise generally available in the public domain.
- 1.4 “Content” means the materials presented to NTV 360 for ad creation
- 1.5 “Content Management Services” means the general technical and software support NTV 360 provides for the Component Players and SYSTEMTV Network.
- 1.6 “Digital Ad” means a designed motion graphics video for the purpose of being placed on the Franchisee’s screens.
- 1.7 “Digital Marketing Services” means any of the optional Digital Marketing products and services offered by NTV 360. This includes but is not limited to Google Business Profile management, website development and design, geofencing, display advertising, OTT, CTV, and search engine marketing. The products and services are subject to change at NTV 360’s discretion.
- 1.8 “Franchisee ID” means an advertisement that NTV 360 creates for the Franchisee to be played on the Franchisee’s Screens that displays the Franchisee’s name, logo, contact information and other information determined by Franchisee
- 1.9 “Host Location” means the physical location where the Screen will be placed to display the Advertising Services.
- 1.10 “Network Aggregators” means companies that aggregate multiple out of home advertising networks on a statewide, regional, or national scale.
- 1.11 “Screen(s)” means LCD screens and components, which the Franchisee utilizes to provide the Advertising Services.
- 1.12 “SYSTEMTV Network” is NTV 360’s proprietary cloud-based software that manages ads, loops, and playlists.

- 1.13 “Territory” means set out geographic area that Franchisee will have exclusivity for finding Host Locations. The population of the Territory will be based on numbers derived from the current U.S. Census report and supplemented with other information available and other population statistical sources of NTV 360’s choosing to determine populations.

2. APPOINTMENT OF FRANCHISEE

- 2.1 Appointment of Franchisee: NTV 360 hereby grants the Franchisee the right to set up Host Locations within the Territory. NTV 360 agrees not to appoint another NTV 360 Franchisee within the Territory during the term and any subsequent terms of the Agreement. Franchisee shall also have the rights to sell Advertising Services and, if it chooses to do so, Digital Marketing Services, within the Territory, as well as outside of the Territory, pursuant to the terms of this Agreement. The foregoing exclusivity is subject only to the exceptions noted in Section 2.2 below.

2.2 Reserved Services and Advertising Sales Policy:

2.2.1 Reserved Services: NTV 360 reserves five (5) minutes out of every hour of the advertising inventory on the Screens (the “Reserved Time”). NTV 360 may establish an optional buyback program offering the option for Franchisee to sell additional Screen time back to NTV 360 (“Buyback Time”). NTV 360 may derive revenue from the advertisements aired during the Reserved Time and any Buyback Time and is under no obligation to share or distribute any of that revenue to Franchisee.

2.2.2 Advertising Sales Policies. Without limiting the exclusivity of this Section 2.2, and subject only to the exception in Section 2.2.1 above, during the Term of this Agreement, neither NTV 360, nor any of its Franchisees, affiliates sub-contractors, agents or representatives will, without the prior written consent of Franchisee, solicit or sell Advertising Services to be displayed on Franchisee’s Screens.

2.2.3 Digital Marketing Services Sales Policies. Franchisee will have the option to sell the Digital Marketing Services at discounted pricing offered to NTV 360 franchisees. This pricing is determined by NTV 360 in its sole discretion. The Franchisee must be in full compliance with this Agreement to offer Digital Marketing Services.

2.2.4 Network Aggregators. NTV 360 reserves the exclusive right to contract with Network Aggregators, and to sell programmatic ads to be used during the Reserved Time.

- 2.3 Relationship of Parties: Each of the parties acknowledges and agrees that Franchisee and NTV 360 are independent contractors. Neither this Agreement nor any other agreement or aspect of the relationship between Franchisee and NTV 360 shall create or otherwise constitute a partnership, joint venture, agency, or employer/employee relationship between NTV 360 and Franchisee.

3. TERM

- 3.1 Term: The initial term of this Agreement shall commence on the Effective Date and end on the fifth-year anniversary of the Effective Date, unless earlier terminated pursuant to the terms of this Agreement. After the initial term, this Agreement may be renewed by the Franchisee in its discretion for five (5) additional renewal periods of five (5) years each. As a condition of renewal, Franchisee will sign NTV 360’s then-current form of franchise agreement, which Franchisee acknowledges may contain materially different terms than this Agreement. The initial term of this Agreement and any such extension that comes into effect are collectively referred to herein as the “Term.”

4. NTV 360’S COVENANTS AND OBLIGATIONS

- 4.1 Knowledge Base: During the term of this Agreement, NTV 360 will make an online Knowledge Base (the “Knowledge Base”) available to Franchisee. The Knowledge Base contains proprietary specifications, standards, operating procedures, and business rules that are periodically recommended by NTV 360 and represent best practices for operating the Business. NTV 360 may modify the Knowledge Base periodically to reflect changes in the operation of the Business. It is Franchisee’s obligation to remain current on the contents of the Knowledge Base. Franchisee acknowledges and agrees that the contents of the Knowledge Base are owned by NTV 360 and commits that it shall maintain the contents as confidential pursuant to the terms of this Agreement.

- 4.2 Advertising Services for the Screens: NTV 360 will provide Digital Ads for the Franchisee utilizing its graphic design resources. NTV 360, or its affiliate or designee, shall be responsible for playlist layout, content development and management, cloud storage, as well as remote monitoring for Digital Ads. Franchisee must follow NTV 360 guidelines for ad submission listed in the Knowledge Base. NTV 360 will provide Digital Ads for each Host Location at no charge in accordance with the specifications listed in the Knowledge Base. NTV 360 may provide Franchisee

with requested custom Digital Ads or edits to Digital Ads but reserves the right to charge its current fees listed in the Knowledge Base. NTV 360 shall provide Franchisee with a start-up kit that includes a customized logo, a website and presentation materials, as well as Franchisee branding ads for the Screens. NTV 360 reserves the right to modify, cancel, or add to the format of any advertisement that it utilizes at any time in its sole discretion.

4.3 **Training and Support.** NTV 360 shall provide training for Franchisees, Franchisee's employees, and agents.

4.3.1 **Initial Training:** Within thirty (30) days after the Effective Date, Franchisee shall attend NTV 360's initial online training program ("Initial Training"). Depending on the size of the Territory, NTV 360 may require Franchisee attend Initial Training online or in-person. If the Initial Training is conducted in-person, NTV 360 shall pay for up to two persons travel expenses to attend the Initial Training. NTV 360 reserves the right to offer and hold such additional ongoing training programs regarding such topics and at such times and locations as it may deem necessary or appropriate. Franchisee shall be entitled to access all such online training.

4.3.2 **Technical Support:** During the term of this Agreement, NTV 360, at its own expense, shall be responsible for network maintenance, and shall provide customer support, consultation and technical support to Franchisee concerning technical aspects of operating the Business. Such technical support shall be provided during NTV 360's regular hours of operation by the means listed in the Knowledge Base (currently by phone or by email at support@ntv360.com). NTV 360 will respond to a Franchisee request for support as soon as it is commercially practicable.

4.3.3 **Field Training:** At Franchisee's request, NTV 360 may send a representative to Franchisee's NTV 360 Business to conduct field training with the Franchisee. The field training will last at least four (4) days, and Franchisee will pay NTV 360 a \$5,000 field training fee at the time it requests the field training.

4.4 **Business Templates:** NTV 360 shall provide Franchisee with various business form contract templates for use in operating the Business. Franchisee is free to modify or amend any such contract templates in its discretion. NTV 360 will not be responsible for any liabilities that result from Franchisee's use of the templates including business card design, marketing collateral, and contracts. Franchisee acknowledges these are sample forms, and that it is Franchisee's responsibility to ensure such forms comply with local laws and regulations.

4.5 **Component Player Shipping:** All Component Players, including Additional Component Players, will be shipped on NTV 360's shipping carrier account, or according to NTV 360's direction. NTV 360 will be responsible for all costs associated with shipping the Component Players within the US. NTV 360 will ship Component Players to Franchisee's address listed in the first paragraph of this Agreement unless agreed otherwise.

4.6 **Component Player Warranty:** All Component Players shall come with a limited manufacturer's warranty as provided for in the Knowledge Base. To validate the warranty, Franchisee must provide NTV 360 a photo of the Component Player properly installed within 10 days of the Component Player's scheduled installation date. Franchisee must contact NTV 360 for any in warranty service or replacement of any Component Player. NTV 360 shall be responsible for any warranty fulfillment for all Component Players.

4.7 **Product Network:** NTV 360 or its affiliate shall provide and maintain the SYSTEMTV Network and transmission of the Advertising Services to the Screens via the Component Players. The SYSTEMTV Network is subject to communication failures, Screen failures, power outages and other issues, which may cause disruptions in the broadcast of Advertising Services, and NTV 360 shall not be liable for any disruptions caused by acts of nature or by internet connection failures or by third parties. NTV 360 reserves the right to disable or modify the SYSTEMTV Network in the Territory during any time that Franchisee is not in compliance with the terms of this Agreement, subject in each case to the notice and cure provisions contained in this Agreement.

5. **FRANCHISEE'S COVENANTS AND OBLIGATIONS**

5.1 **Internet Connection:** Franchisee is responsible for securing a stable internet connection at each Host Location.

5.2 **Risk of Loss:** Franchisee assumes all risk of loss or damage to Component Players from the time such Component Players are accepted and delivered to Franchisee. Franchisee agrees to maintain the Component Players in good operating condition and appearance (ordinary wear and tear excepted), in compliance with requirements necessary to enforce warranty rights as set forth in Section 4.6 above. If the Component Players are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Component Players, Franchisee shall order replacement Component Players and shall bear all costs necessary to acquire such replacement Component Players.

- 5.3 Use of Intellectual Property: Franchisee acknowledges and agrees that it does NOT, as a result of this Agreement, have any right to ownership of any Proprietary Rights, intellectual property, copyrights, or trademarks owned, used or claimed now or in the future by NTV 360, or its affiliates, and covenants not to make any claim to the contrary.
- 5.4 Branding and License to Marks: Franchisee has the sole responsibility to provide a brand for the Advertising Services offered in the Territory. Subject to Section 5.3 above, Franchisee shall brand the Business as “[Franchisee’s Independent Brand Name for Business] powered by NTV 360.” Franchisee shall not utilize a brand name substantially similar to another pre-existing NTV 360 franchisee. Franchisee acknowledges that, outside of the limited license to use the “NTV 360” mark set forth in this Section 5.4, Franchisee does not have any additional rights to use any other trademarks or trade names utilized by NTV 360 without NTV 360’s prior written consent, which NTV 360 may withhold in its sole discretion.
- 5.5 Screen Installation: Franchisee is responsible for installing the Screens at the Host Locations. NTV 360 will not be responsible for any damages that result from the improper installation of the Screens.
- 5.6 Advertising: Franchisee is responsible for selling Advertising Services to be played at the Host Locations (except during the Reserved Time or Buyback Time, if applicable). Franchisee may also air its own Digital Ads on the Screens if it chooses to do so.
- 5.7 Staffing: Franchisee is solely responsible for hiring, training and supervising any employees or independent contractors of the Business. Franchisee agrees that these employees and independent contractors, if any, are Franchisee’s employees and independent contractors and not NTV 360’s.
- 5.8 Insurance: Franchisee will obtain all insurance coverages required NTV 360 as set forth in the Knowledge Base (which NTV 360 reserves the right to periodically modify), as well as any additional coverages required by law for the operation of the Business.
- 5.9 Non-Compete: Franchisee shall not compete as a digital signage provider during the term of this Agreement. Additionally for at least one (1) year after the termination or expiration of this Agreement, Franchisee shall not compete as a digital signage provider in the territory of any NTV 360 business existing at the time of termination or expiration of this Agreement, no matter if the term of the contract has expired or if the contract was terminated, for breach, by either party. This shall include all known business names of Franchisee and any other names of NTV 360 or future names. It is also understood that for the term of this Agreement, as well as for one additional year after termination or expiration of this Agreement, that Franchisee shall not solicit another NTV 360 franchisee with Franchisee’s products or ideas to sell, unless prior written approval is given by NTV 360, which NTV 360 may withhold in its sole discretion.
- 5.10 Proprietary Rights: Franchisee acknowledges that the Digital Ads, the Content Management Services, customer testimonials, and the training materials are proprietary to NTV 360 (“Proprietary Rights”) and that NTV 360 retains exclusive ownership of the Digital Ads and Content Management Services and all rights associated with same. Except as expressly provided in this Agreement, Franchisee is not granted any other rights or licenses in, to, or under, the Proprietary Rights. Franchisee shall take all reasonable measures to protect the Proprietary Rights, and shall not contest the validity of, or take any action inconsistent with, or that would destroy, transfer, impair, dilute, derogate or impede NTV 360’s exercise and enjoyment of its Proprietary Rights or the goodwill associated therewith in any country or jurisdiction. Franchisee shall promptly notify NTV 360, in writing, upon its discovery of any unauthorized use or the infringement of any Proprietary Rights. Franchisee shall not sell to any person or entity that may be involved in potential unauthorized use of the Content Management Services or other infringement of NTV 360’s Proprietary Rights. In any case, Franchisee agrees that any and all rights it may acquire in the Proprietary Rights are held for the benefit of NTV 360 and Franchisee shall transfer such rights to NTV 360 upon the termination or expiration of this Agreement or when requested to do so by NTV 360.
- 5.11 Minimum Growth Requirement: The Franchisee acknowledges that in order to maintain the exclusivity of the Territory, there needs to be reasonable growth requirements. Franchisee will purchase a minimum amount of additional Component Players during the term of this Agreement (“Component Player Development Requirement”) based on the Territory population and pay NTV 360 the Additional Component Player Fee and accompanying Service Fees as discussed in Section 6.3 below. The initial Component Players Franchisee receives, in accordance with the table in Section 6.1, count towards Franchisee’s Component Player Development Requirement. The Component Player Development Requirement is a minimum requirement, and nothing prohibits Franchisee from exceeding that requirement. Franchisee will purchase Additional Component Players according to the “Component Player Development Schedule” set forth below until Franchisee reaches the Component Player Development Requirement:

Check One	Territory Population	Component Player Development Schedule	Component Player Development Requirement
	Less than 150,000	10 additional Component Players per year	50
	150,001 to 300,000	20 additional Component Players per year	70
	300,001 or more	20 additional Component Players per year	90

The Component Player Development Schedule begins on the Effective Date. If the Franchisee fails to meet the Component Player Development Requirement, the Franchisee will still be permitted to operate the Business at the existing Host Locations according to the terms of this Agreement, but will no longer be permitted to add additional Host Locations to the Business, and will lose the Territory rights granted under this Agreement, meaning NTV 360 can open or license another to open and operate an NTV 360 Business within the Territory.

- 5.12 Administration: Franchisee shall provide to NTV 360 the name, address, telephone number and email address of each of its key personnel who are authorized to interact with NTV 360 (“Key Personnel”). NTV 360 will not be required to provide support services to persons that are not listed as Key Personnel. Franchisee shall also provide to NTV 360 the location and the accompanying contact information for each Host Location.
- 5.13 Intellectual Property Representations: Franchisee hereby represents and warrants and shall require that customers represent and warrant that: (1) it holds all rights necessary to permit NTV 360 to deliver the Content via the Content Management Services; and (2) the use, reproduction, distribution, transmission, or display of Content, and (3) the Content will not (a) violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any applicable intellectual property rights, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any applicable anti-discrimination law or regulation, or any other applicable legal right of any person or entity; or (b) contain any material that is: unlawful, harmful, fraudulent, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially or ethnically objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, result in civil liability, or otherwise violate any applicable local, state, national or international law.
- 5.14 Government Approvals: Franchisee, at its own cost, shall be responsible for obtaining all government approvals, permits, registrations, licenses and other permissions or clearances necessary to operate the Business.
- 5.15 License: Franchisee grants to NTV 360 the rights to use, perform, and display any Content provided to NTV 360 to be incorporated into the Content Management Services (“CMS”).
- 5.16 Customer Issue Resolution: Franchisee shall work diligently to resolve issues and complaints from the customers of its Business. In the event a customer contacts NTV 360 with a complaint about the Business, Franchisee shall reimburse NTV 360 for its reasonable costs incurred in responding the complaint, which may include the amount of any refund provided to the customer.
- 5.17 Credit Card Authorization: Franchisee shall remit fees and other amounts due to NTV 360 hereunder via credit card or ACH. Under this procedure, Franchisee shall authorize NTV 360 to initiate debit entries and/or credit correction entries to a designated credit card or ACH for payment of fees and other amounts payable to NTV 360. Along with the monthly fees Franchisee will be responsible for the monthly fees attributed to the cost of running their domain names and website. If Franchisee fails to pay its Service Fees when due, Franchisee will have fifteen (15) days to procure payment before NTV 360 has the right to suspend service. If NTV 360 suspends service, Franchisee must pay NTV 360 a reconnect fee of \$75 per Component Player in order to resume service. NTV 360 shall temporarily withhold the reconnect fee if Franchisee has a good faith dispute concerning any amounts due to NTV 360.

6. FEES

- 6.1 **Initial Franchise Fee:** Franchisee will pay NTV 360 a non-refundable, one-time fee “**Initial Franchise Fee**” of \$ _____, and Franchisee will receive _____ initial Component Players from NTV 360. Franchisee will pay the Initial Franchise Fee in two installments. Franchisee will pay NTV 360 the first installment of \$5,000 when signing this Agreement, and shall pay the remaining balance on the Initial Franchise Fee within 45 days of the Effective Date. Franchisee will receive the initial Component Players when the Initial Franchise Fee has been paid in full. Any and all other units purchased by Franchisee will fall under the terms of 6.3 of this Agreement. The Initial Franchise Fee is fully earned upon signing this Agreement and is not refundable.
- 6.2 **Additional Territory ROFR Fee:** Franchisee may elect to reserve the right to up to three additional territories when signing this Agreement by paying NTV 360 an additional territory fee (“**Additional Territory ROFR Fee**”) of \$5,000 per additional territory and signing NTV 360’s Additional Franchise Reservation Agreement set forth in Exhibit G of NTV 360’s Franchise Disclosure Document. The Additional Territory ROFR Fee is non-refundable.
- 6.3 **Service Fee:** Franchisee shall pay NTV 360 a flat monthly “**Service Fee**” of \$500 for ad creation services, ongoing training and support, plus a \$75 SYSTEMTV Network fee per Component Player that has been delivered to the Franchisee, regardless of installation status. All new Component Players ordered and delivered to Franchisee will have the additional service fee start in the next billing cycle. Franchisee may pay the Service Fee via ACH or credit card, and is required to keep a credit or debit card on file for monthly service fees at all times. Franchisee will pay the Service Fee on the first day of every month, beginning on _____.
- 6.4 **Additional Component Players:** NTV 360 shall provide the number of initial Component Players designated in Section 6.1 above, in consideration for the payment of the Initial Franchise Fee. Franchisee may purchase additional Component Players from NTV 360 for our then-current fee, which is currently \$200 per Component Player (“**Additional Component Player Fee**”), with the SYSTEMTV Network installed and shipping included. Franchisee shall be required to pay the \$75 Service Fee for each Component Player ordered in the Territory. The \$75 Service Fee on additional Component Players ordered will start on the next monthly billing cycle.
- 6.5 **Billing and Fee Collection:** Franchisee shall directly bill and collect for all payments for Advertising Services sold to Franchisee’s clients in the Territory. Franchisee may utilize the billing templates included in the Knowledge Base.
- 6.6 **Consumer Price Index Adjustment:** The fees in this Agreement are subject to adjustment based on changes to the Consumer Price Index (“**CPI**”) in the United States. NTV 360 may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of this Agreement (for the initial fee adjustments); or (b) the date NTV 360 implemented the last fee adjustment (for subsequent fee adjustments). NTV 360 will notify Franchisee of any CPI adjustment at least 60 days before the fee adjustment becomes effective. NTV 360 will implement no more than one CPI-related fee adjustment during any calendar year.
- 6.7 **NTV 360 Payments to Franchisee:** If Franchisee refers a customer to NTV 360 who desires to advertise on the SYSTEMTV Network on a regional or national level outside of Franchisee’s own Screens (“**Corporate Account**”), Franchisee shall be entitled to receive twenty five percent (25%) of any consideration paid to NTV 360 by such Corporate Account for Advertising Services. All such payments shall be paid to Franchisee within fifteen (15) days of NTV 360’s receipt of payment.
- 6.8 **Referrals Outside the Territory:** NTV 360 shall pay Franchisee 10% of the Initial Franchise Fee that it receives from the sale of a new Business to a franchisee referred to NTV 360 by Franchisee. Franchisee acknowledges and agrees that it shall not act as a sales broker for NTV 360, and has no authority to represent NTV 360 in the sale of franchises. For that reason, Franchisee agrees to refer any prospective franchisees to NTV 360 immediately upon that prospect expressing interest in becoming an NTV 360 franchisee.

7. **FRANCHISEE REPRESENTATIONS**

- 7.1 **Franchisee’s Authority to Accept Appointment:** Franchisee represents and warrants that its acceptance of this appointment and its execution and performance of this Agreement will not conflict with nor result in the breach of any other agreement to which Franchisee is a party, and that Franchisee further represents that it is not subject to any limitation which would prohibit or restrict its performance as a Franchisee, and that Franchisee is fully able to perform under this Agreement, and that the individual signing this Agreement on behalf of Franchisee has full authority to enter into this Agreement on its behalf.
- 7.2 **Legal Compliance:** Franchisee will secure and maintain in force all required licenses, permits and regulatory approvals for the operation of the Business, and operate and manage the Business in full compliance with all applicable laws,

ordinances, rules and regulations, including all applicable international, federal, state and local laws pertaining to the privacy of customer, employee and transactional information.

- 7.3 **Indemnification:** Independent of Franchisee's obligation to procure and maintain insurance, Franchisee and its Owners will indemnify, defend and hold NTV 360 and its affiliates, the respective officers, directors, managers, partners, shareholders, members, employees, agents and contractors of these entities, and the successors, assigns, personal representatives, heirs and legatees of all of these persons or entities (collectively, the "**Indemnified Parties**") harmless, to the fullest extent permitted by law, from and against all expenses, losses, payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnified Parties, including refunds, or (ii) incurred by any and all Indemnified Parties to investigate, take action, respond to or defend a matter, including investigation and trial charges, costs and expenses, fees, fees paid to professionals, attorney fees, experts' fees, court costs, settlement amounts, judgments and costs of collection (collectively, "**Losses and Expenses**"), incurred by any Indemnified Parties for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, actually or allegedly, directly or indirectly, relating to, arising out of, or resulting from or in connection with: any transaction, occurrence, product or service involving the Business or this Agreement; Franchisee's employment or other contractual relationship with Franchisee's employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that NTV 360 is an employer or joint employer of Franchisee's employees; Franchisee's marketing, selling, or providing of items and services; and any breach of violation of any agreement (including this Agreement), or any law, regulation or ruling, by any act, error or omission (active or passive) of Franchisee, any party associated with Franchisee, or any of Franchisee's or Franchisee's affiliates' owners, officers, directors, managers, employees, owners and agents, including when any of the Indemnified Parties is alleged or proven to be negligent.

8. **NTV 360 REPRESENTATIONS AND WARRANTIES**

- 8.1 **Good Standing and Authorization:** NTV 360 is a corporation, duly organized and validly existing in good standing under the laws of the State of Nevada and in all jurisdictions with respect to which its ownership or its operation of the Business requires it to be so qualified, and has full power and authority to execute, deliver, and perform under this Agreement.
- 8.2 **Intellectual Property:** NTV 360 represents, warrants and covenants to Franchisee, and acknowledges that Franchisee is relying upon such representations, warranties and covenants in entering into this Agreement, that NTV 360 has acquired or licensed any and all intellectual property associated with its performance under this Agreement and any of the hardware, software or services supplied pursuant to the terms of this Agreement.

9. **TERMINATION**

- 9.1 **Termination by NTV 360:** NTV 360 may terminate this Agreement if (i) Franchisee breaches any provision of this Agreement (or any other agreement with NTV 360 or its affiliates) and Franchisee does not cure such breach within thirty (30) days following its receipt of written notice of such breach from NTV 360; (ii) Franchisee fails to pay all amounts due and owing by Franchisee to NTV 360 within thirty (30) days of when such amounts are owed and Franchisee has not repaid the obligation within seven (7) days following its receipt of notice from NTV 360 to pay the monies owed.
- 9.2 **Termination by Franchisee:** Franchisee may terminate this Agreement if NTV 360 is in material breach of any of its obligations to Franchisee under this Agreement and NTV 360 fails to cure such breach within sixty (60) days following its receipt of written notice of such breach from Franchisee or its representatives provided that a disruption of the SYSTEMTV Network pursuant to Section 4.8 shall not be deemed a breach of NTV 360's obligations.
- 9.3 **Obligations Upon Termination or Non-Renewal:** After the termination, expiration or transfer of this Agreement, Franchisee agrees to:
- 9.3.1 Immediately cease to operate the Business under this Agreement, and to not hold itself out to the public as a present or former franchise owner of the Business;
- 9.3.2 Immediately cease to use NTV 360's Proprietary Rights, intellectual property, copyrights, or trademarks in any manner whatsoever, or any confusingly similar trademarks;
- 9.3.3 Comply with all covenants in this Agreement that apply after the expiration, termination or transfer of this Agreement;
- 9.3.4 Pay all amounts owed to NTV 360;

- 9.3.5 Return all copies of all brochures, advertising and promotional materials, forms and any other materials bearing or containing any of the NTV 360 trademarks, copyrights or other identification relating to a Business, and delete or otherwise destroy any electronic materials from the Knowledge Base in Franchisee's possession;
 - 9.3.6 Provide NTV 360 with the then-current customer list and contracts that the Business has entered into and transfer all login information and data from any social media accounts and email addresses from the Business; and
 - 9.3.7 Ensure that any names or registrations related to Franchisee's use of NTV 360's trademarks are canceled, including taking down the Franchisee's website designed by NTV 360 within 30 days of termination or expiration of the Agreement.
- 9.4 Delinquent Payments: Whether or not a default is declared by NTV 360 with respect to any delinquent payment under this Agreement and not paid within thirty (30) days from its due date, Franchisee may be subject to interest on the delinquent amount at the rate the lesser of twelve percent (12%) per annum or the highest rate allowed by law until all principal and interest of such delinquent amount is paid in full. The acceptance of late payments hereunder shall not constitute a waiver of timely payments, nor shall acceptance of payments hereunder cure any default, which might exist. In the event a default is declared and the rights of Franchisee under this Agreement are terminated, all current and future payments required hereunder shall be due to NTV 360 immediately, in full, plus monthly interest from the date due or the date of declaration of default, whichever shall first occur.
- 9.5 Professional Fees and Expenses: Franchisee will reimburse NTV 360 for any legal, accounting or other professional fees that NTV 360 incurs as a result of any breach or termination of this Agreement or as a result of Franchisee's indemnity obligations. Franchisee shall reimburse NTV 360 if NTV 360 incurs any expenses in enforcing its rights against Franchisee under this Agreement.

10. MISCELLANEOUS PROVISIONS

- 10.1 Confidential Information: The parties agree that Confidential Information shall be kept confidential and not disclosed to any third party without the express written permission of the other party hereto. Notwithstanding the foregoing, each party may disclose the terms and conditions of this Agreement (i) as required by any court or other governmental body; (ii) as otherwise required by law (including the required disclosures in NTV 360's Franchise Disclosure Document); (iii) to legal counsel of the parties; (iv) in confidence, to accountants, banks and financing sources and their advisors; (v) in connection with the enforcement of this Agreement or rights under this Agreement; (vi) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.
- 10.2 Assignment; Binding Effect; Third Party Beneficiaries: This Agreement is freely assignable by NTV 360. Franchisee may assign any of its rights or delegate or cause to be assumed any of its obligations under this Agreement, directly or indirectly or by operation of law, with the prior written consent of NTV 360, which NTV 360 may withhold in its sole discretion. In such event, the transferee will sign NTV 360's then-current form of franchise agreement, Franchisee will sign NTV 360's then-current form of waiver and release of claims, and Franchisee shall pay NTV 360 a transfer fee equal to 25% of NTV 360's then-current Initial Franchise Fee for the size of the Territory. Franchisee must pay NTV 360 a \$1,000 non-refundable deposit at the time the transfer application is submitted and the remaining balance at time of approved transfer. Franchisee will also reimburse NTV 360 for its actual costs for commissions, brokers, or other similar fees related to the transfer. This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns, and successors in interest.
- 10.3 Entire Agreement; Modification; Non-Waiver: This Agreement (including Exhibits hereto) constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous agreements, understandings, commitments and communications between the parties.
- 10.4 Notices: All notices required or permitted to be given hereunder will be deemed to have been delivered one (1) day after deposit prepaid with a national overnight express delivery service; delivered by email; or upon receipt if delivered in person. The contact information for Franchisee and NTV 360 is set forth in the first paragraph of this Agreement. All notices of default by Franchisee must be sent via certified mail or through a nationally recognized courier.
- 10.5 Force Majeure: With the exception of any obligation to make payments when due in accordance with this Agreement, each party will be excused from performance under this Agreement if, and only for so long as, its performance is prevented by any act or event beyond that party's control, including, but not limited to, severe weather storms,

earthquakes or other natural occurrences, delay or failure of transportation, equipment shortages, suppliers' failure, strike or other labor unrest, act of terrorism or other civil or military emergency, or act of legislative, judicial, executive or administrative authorities (except for any such act based on the violations of law by the party attempting to rely on this Section).

- 10.6 Dispute Resolution: All claims or disputes between Franchisee and NTV 360 or its affiliates arising out of, or in any way relating to, this Agreement, or any of the parties' respective rights and obligations arising out of this Agreement, shall be submitted first to non-binding mediation in the city closest to NTV 360's principal place of business (currently Lakewood, Colorado) under the auspices of the American Arbitration Association ("AAA"), or other mediation service acceptable to NTV 360 in its sole discretion. If the parties cannot fully resolve and settle a dispute through mediation, all unresolved issues involved in the dispute shall be, at the request of either party, submitted to final and binding arbitration by AAA to be conducted in the city closest to NTV 360's principal place of business. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction, and this decision will be binding upon both parties.
- 10.7 Jurisdiction and Venue: This Agreement is made under, and shall be governed by and construed in accordance with, the laws of the State of Colorado. All disputes and claims must be mediated, arbitrated or litigated in the principal city (and, if applicable, court) closest to our principal place of business (currently Lakewood, Colorado). The parties consent to the exercise of personal jurisdiction over them by these courts, and to the propriety of venue in these courts for the purpose of this Agreement.
- 10.8 Jury Trial and Class Action Waiver: NTV 360 and Franchisee irrevocably waive: (i) trial by jury in any proceeding or counterclaim, whether at law or equity, regardless of which party bring suit; and (ii) the right to arbitrate or litigate on a class action basis in any action, proceeding or counterclaim, whether at law or in equity, brought by either of the parties.
- 10.9 Limitation of Actions and Waiver of Punitive Damages: NTV 360 and Franchisee agree that any legal action of any kind by a party arising out of or relating to this Agreement or a default of this Agreement must be commenced within one (1) year from the occurrence of the facts giving rise to any such claim or action or such claim or action will be barred provided, however, that the forgoing limitation shall not apply where required by applicable law, to the parties indemnification obligations under this Agreement. NTV 360 and Franchisee, on behalf of the themselves and their owners respectively, hereby waive to the fullest extent permitted by applicable law, any right to, or claim for, punitive, consequential or exemplary damages against the other, and agree that except to the extent provided to the contrary in this Agreement, in the event of a dispute Franchisee and NTV 360 shall each be limited to recovering only the actual damages proven to be sustained any legal action of any kind.
- 10.10 Survival: Any provision of this Agreement providing for post-termination obligations of either party hereto will survive the expiration or earlier termination of this Agreement indefinitely or for such lesser period of time as may be stated in such provision.
- 10.11 Execution: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or scan will constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. This Agreement may be signed electronically.
- 10.12 No Implied Waivers: The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof shall not be construed or held to be a waiver of the provision itself.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to the day and year first above written.

NTV 360 LLC (by its authorized representative)	FRANCHISEE (by its authorized representative)
By:	By:
Name:	Name:
Title	Title:
Date:	Date:

ATTACHMENT 1 – TERRITORY

NTV 360 and Franchisee have mutually agreed upon a Territory which is indicated below. Franchisee acknowledges that the Territory is in conformance with the territory guidelines stated in Item 12 of the Franchise Disclosure Document.

EXHIBIT D

LIST OF CURRENT AND FORMER FRANCHISEES

Current Franchisees as of December 31, 2024

None

Franchisees with Unopened Outlets as of December 31, 2024:

None

Former Franchisees:

The name and last known address of every franchisee who had an NTV 360 Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2024 to December 31, 2024, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

None

EXHIBIT E

FRANCHISE OPERATIONS MANUAL
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EXHIBIT F
STATE ADDENDA
AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR NTV 360 FRANCHISE LLC

The following modifications are made to the NTV 360 LLC (“Franchisor,” “us,” “we,” or “our”) Franchise Disclosure Document (“FDD”) given to franchisee (“Franchisee,” “you,” or “your”) and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 20__ (“Franchise Agreement”). When the term “Franchisor’s Choice of Law State” is used, it means Colorado. When the term “Supplemental Agreements” is used, it means “none”.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum (“State Addendum”) will modify these agreements to comply with the state’s laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD 14 days prior to execution of agreement.

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement contains provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in Colorado. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California. The Franchise Agreement contains a mediation provision. The parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator’s fees.

The Franchise Agreement requires the application of the law of the State of Colorado. This provision may not be enforceable under California law.

Neither Franchisor nor any other person listed in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the

Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement provides for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement contains a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

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

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO

YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

Registered agent in the state authorized to receive service of process:

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

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

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed in Exhibit H of the FDD on the page entitled, "State Effective Dates."

2. States which have refused, by order or otherwise, to register these Franchises are:

None

3. States which have revoked or suspended the right to offer the Franchises are:

None

4. States in which the proposed registration of these Franchises has been withdrawn are:

None

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”

Item 17.w, Choice of Law, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

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

See the last page of this [Exhibit F](#) for your required signature.

INDIANA

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The “Summary” column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

No competing business for two years within the Territory.

The “Summary” column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The “Summary” column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in Colorado. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The “Summary” column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise Colorado State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Colorado State law, if such provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.
3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).
5. The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

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

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to NTV 360 LLC, 13949 W. Colfax Ave., Suite 110, Lakewood, Colorado 80401 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

Date: _____

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENTS

Item 17 of the FDD and the Franchise Agreement are amended to state: “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

Representations in the Franchise Agreement 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.

Item 17 of the FDD and sections of the Franchise Agreement are amended to state that you 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 three years after the grant of the Franchise.

The Franchise Agreement and Franchise Disclosure Questionnaire are amended to state that 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 Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A Sec. 101 et seq.).

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

MICHIGAN

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

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

- (a) A prohibition on your right to join an association of franchisees.
- (b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure 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 us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the Franchise business are not subject to compensation. This subsection applies only if: (i) the term of the Franchise is less than five years; and (ii) you are prohibited by the Franchise Agreement 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 you do not receive at least six months' advance notice of our intent not to renew the Franchise.
- (e) A provision that permits us 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 the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us 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 our then-current reasonable qualifications or standards.
 - (ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.
 - (iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.
- (h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a

Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

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

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.
2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.
3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.

4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 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; and that consent to the transfer of the Franchise will not be unreasonably withheld.
5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.
6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.
7. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.
8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.
9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE

FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A.No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B.No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C.No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D.No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend,**" and Item 17(m), entitled "**Conditions for franchisor approval of transfer:**"

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum,**” and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Receipts - Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any section of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 5.8 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without

further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

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

OHIO

The following language will be added to the front page of the Franchise Agreement:

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

Initials _____ Date _____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to NTV 360 LLC, 13949 W. Colfax Ave., Suite 110, Lakewood, Colorado 80401 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee:

Date: _____

By: _____

Print Name: _____

Its: _____

RHODE ISLAND

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

the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including, but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

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

SOUTH DAKOTA

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

VIRGINIA

Item 17(h). The following is added to Item 17(h):

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for NTV 360 LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any 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.

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

WASHINGTON

ADDENDUM TO FRANCHISE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

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

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

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

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

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

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

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

- California
- Hawaii
- Illinois
- Iowa
- Indiana
- Maryland

- Michigan
- Minnesota
- New York
- North Dakota
- Ohio

- Rhode Island
- South Dakota
- Virginia
- Washington
- Wisconsin

Dated: _____, 20____

FRANCHISOR:

NTV 360 LLC

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

Rev. 071823

EXHIBIT G

CONTRACTS FOR USE WITH THE NTV 360 FRANCHISE

The following contracts contained in Exhibit G are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the NTV 360 Business. The following are the forms of contracts that NTV 360 LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked “Sample,” they are subject to change at any time.

EXHIBIT G-1

NTV 360 FRANCHISE

SAMPLE GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (“Release”) is made as of _____, 20__ by _____, a(n) _____ (“Franchisee”), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, “Releasor”) in favor of NTV 360 LLC, a Nevada limited liability company (“Franchisor,” and together with Releasor, the “Parties”).

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (“Agreement”) pursuant to which Franchisee was granted the right to own and operate an NTV 360 business;

WHEREAS, (Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement) or (the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release), and Franchisor has consented to such (transfer/successor franchise agreement/amendment/termination/other reason); and

WHEREAS, as a condition to Franchisor’s consent to (transfer the Agreement/enter into a successor franchise agreement/amend the Agreement/terminate the Agreement/other reason), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor’s consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

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

2. **Release**. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the “Released Parties”), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third-party claim. Releasor represents and warrants to the Released Parties, and agrees,

that it may later learn of new or different facts, but that still, it is Releasor's intention to fully, finally, and forever release all of the claims that are released above. This includes the Releasor's waiver of state laws that might apply to limit a release (such as Calif. Civil Code Section 1542, which states that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor").

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Release to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Colorado.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

i. This Release is inapplicable with respect to claims arising under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, and the rules adopted thereunder in accordance with RCW 19.100.220.

(Signatures on following page)

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

FRANCHISEE:

_____, a

By: _____
Printed Name: _____
Title: _____

FRANCHISEE'S OWNERS:

Date _____

Signature

Typed or Printed Name

Signature

Typed or Printed Name

Rev. 092122

EXHIBIT G-2

NTV 360 FRANCHISE

SAMPLE SYSTEM PROTECTION AGREEMENT

This System Protection Agreement (“SP Agreement”) is entered into by the undersigned (“you” or “your”) in favor of NTV 360 LLC, a Nevada limited liability company, and its successors and assigns (“us,” “we,” or “our”), upon the terms and conditions set forth in this SP Agreement.

1. **Definitions.** For purposes of this SP Agreement, the following terms have the meanings given to them below:

“*Competitive Business*” means any digital signage provider, but excludes an NTV 360 business operating pursuant to a franchise agreement with us.

“*Copyrights*” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of an NTV 360 business or the solicitation or offer of an NTV 360 franchise, whether now in existence or created in the future.

“*Franchisee*” means the NTV 360 franchisee for which you are a manager or officer.

“*Franchisee Territory*” means the territory granted to you pursuant to a franchise agreement with us.

“*Intellectual Property*” means, collectively or individually, our and Evergreen Digital Media Corp.’s Marks, Copyrights, Know-how, and System.

“*Know-how*” means all of our and Evergreen Digital Media Corp.’s trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an NTV 360 business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential knowledge base for the operation of an NTV 360 business, which may be periodically modified by us.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an NTV 360 business, including “NTV 360,” and any other trademarks, service marks, or trade names that we designate for use by an NTV 360 business. The term “Marks” also includes any distinctive trade dress used to identify an NTV 360 business, whether now in existence or hereafter created.

“*Prohibited Activities*” means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly-traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing or attempting to induce any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

“*Restricted Period*” means the one-year period after you cease to be a manager or officer of Franchisee’s NTV 360 business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the “Restricted Period” means the six-month period after you cease to be a manager or officer of Franchisee’s NTV 360 business.

“*Restricted Territory*” means the geographic area within: (i) the Franchisee Territory; and (ii) the territory of all other NTV 360 businesses that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the “Restricted Territory” means the geographic area within a 50-mile radius from Franchisee’s NTV 360 business (and including the premises of the approved location of Franchisee).

“*System*” means our system for the establishment, development, operation, and management of an NTV 360 business, including Know-how, proprietary programs and products, Manual, and operating system.

2. Background. You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this SP Agreement.

3. Know-How and Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the NTV 360 business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager or officer of Franchisee’s NTV 360 business. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property and the System shall not apply to any information which is information publicly known or becomes lawfully known in the public domain other than through a breach of this SP Agreement or is required or compelled by law to be disclosed, provided that you will give reasonable notice to us to allow us to seek protective or other court orders.

4. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are a manager or officer of Franchisee’s NTV 360 business by engaging in any Prohibited Activities.

5. Unfair Competition After Relationship. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. Immediate Family Members. You acknowledge that you could circumvent the purpose of this SP Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this SP Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

7. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this SP Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this SP Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS SP AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

8. Breach. You agree that failure to comply with the terms of this SP Agreement will cause substantial and irreparable damage to us and/or other NTV 360 franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this SP Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this SP Agreement are exclusive of any other, but may be combined with others under this SP Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action that you may have against us, our owners or our affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this SP Agreement.

9. Miscellaneous.

a. If we pursue legal remedies against you because you have breached this SP Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

b. This SP Agreement will be governed by, construed, and enforced under the laws of Colorado, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this SP Agreement.

c. Each section of this SP Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this SP Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this SP Agreement agrees that the court may impose such limitations on the terms of this SP Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

d. You and we both believe that the covenants in this SP Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this SP Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant imposed upon you under this SP Agreement to ensure that the terms and covenants in this SP Agreement are enforceable under applicable law.

(Signature on following page)

EXECUTED on the date stated below.

Date _____

Signature _____

Typed or Printed Name _____

Rev. 120619

EXHIBIT G-3

NTV 360 FRANCHISE

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Confidentiality Agreement”) is entered into by the undersigned (“you”) in favor of NTV 360 LLC, a Nevada limited liability company, and its successors and assigns (“us”), upon the terms and conditions set forth in this Confidentiality Agreement.

1. Definitions. For purposes of this Confidentiality Agreement, the following terms have the meanings given to them below:

“*NTV 360 Business*” means a business that provides access to a network to find locations to install screens/TVs which will loop local/regional advertising/marketing that the business sells and other related products and services using our Intellectual Property.

“*Copyrights*” means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow NTV 360 franchisees to use, sell, or display in connection with the marketing and/or operation of an NTV 360 Business, whether now in existence or created in the future.

“*Franchisee*” means the NTV 360 franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

“*Intellectual Property*” means, collectively or individually, our or Evergreen Digital Media Corp.’s Marks, Copyrights, Know-how, Manual, and System.

“*Know-how*” means all of our or Evergreen Digital Media Corp.’s trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an NTV 360 Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of an NTV 360 Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an NTV 360 Business, including “NTV 360” and any other trademarks, service marks, or trade names that we designate for use by an NTV 360 Business. The term “Marks” also includes any distinctive trade dress used to identify an NTV 360 Business, whether now in existence or hereafter created.

“*System*” means our system for the establishment, development, operation, and management of an NTV 360 Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Confidentiality Agreement. In order to avoid such damage, you agree to comply with this Confidentiality Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the NTV 360 Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you

will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Evergreen Digital Media Corp. You hereby assign and agree to assign to Evergreen Digital Media Corp. any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Confidentiality Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Confidentiality Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Confidentiality Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Confidentiality Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS CONFIDENTIALITY AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with this Confidentiality Agreement will cause substantial and irreparable damage to us and/or other NTV 360 franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Confidentiality Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Confidentiality Agreement are exclusive of any other, but may be combined with others under this Confidentiality Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Confidentiality Agreement.

7. Miscellaneous.

a. Although this Confidentiality Agreement is entered into in favor of NTV 360 LLC, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Confidentiality Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Confidentiality Agreement will be governed by, construed, and enforced under the laws of Colorado, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Confidentiality Agreement.

d. Each section of this Confidentiality Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Confidentiality Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Confidentiality Agreement agrees that the court may impose such limitations on the terms of this Confidentiality Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date _____

Signature

Typed or Printed Name

Rev. 032916

EXHIBIT G-4

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee Email Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
Bank Account No.	(check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)	Bank Phone No.	

Authorization:

Franchisee hereby authorizes NTV 360 LLC (“Franchisor”) to initiate debit entries to Franchisee’s account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee’s account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: _____	Date: _____
Printed Name: _____	
Its: _____	
Federal Tax ID Number: _____	

Rev. 032916

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT G-5

NTV 360 FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("Approval Agreement") is entered into on _____, 20____, between NTV 360 LLC, a Nevada limited liability company ("Franchisor"), _____ ("Former Franchisee"), the undersigned owners of Former Franchisee ("Owners") and _____, a [state/type of entity] ("New Franchisee").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____, 20____ ("Former Franchise Agreement"), in which Franchisor granted Former Franchisee the right to operate an NTV 360 franchise located at _____ ("Franchised Business"); and

WHEREAS, Former Franchisee desires to assign ("Requested Assignment") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Approval Agreement, including that New Franchisee sign Franchisor's current form of franchise agreement together with all exhibits and attachments thereto ("New Franchise Agreement"), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("Franchisor's Assignment Fee").

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Former Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Approval Agreement, and conditioned upon New Franchisee's signing the New Franchise Agreement pursuant to Section 5 of this Approval Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Approval Agreement by all parties. Franchisor waives its right of first refusal set forth in the Former Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Approval Agreement, the Former Franchise Agreement shall terminate and all of Former Franchisee's rights to operate the Franchised Business are terminated and that from the date of this Approval Agreement only New Franchisee shall have the sole right to operate the Franchised Business under the New Franchise Agreement. Former Franchisee and the undersigned Owners agree to

comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of an NTV 360 franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Approval Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("Transaction") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to approving the Requested Assignment and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Former Franchisee, and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Former Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Approval Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Approval Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Approval Agreement, the term "Affiliates" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Approval Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Approval Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Approval Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Approval Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Approval Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

NTV 360 LLC

By: _____
Printed Name: _____
Title: _____

FORMER FRANCHISEE:

By: _____
Printed Name: _____
Title: _____

NEW FRANCHISEE:

By: _____
Printed Name: _____
Title: _____

Rev. 031821

EXHIBIT G-6

NTV 360 FRANCHISE

ADDITIONAL FRANCHISE RESERVATION AGREEMENT

This Additional Franchise Reservation Agreement (“AFR Agreement”) is entered into on _____, 20____ (“Effective Date”), between NTV 360 LLC (“Franchisor”), a Nevada limited liability company, _____ and _____, (“Franchisee”).

RECITALS

WHEREAS, Franchisor and Franchisee entered into that certain franchise agreement dated _____, 20____ (“Franchise Agreement”), in which Franchisor granted Franchisee the right to operate an NTV 360 franchise located at _____ (“Franchised Business”); and

WHEREAS, Franchisee desires to purchase the right to match any offer for an additional territory that is separate from the Territory assigned in the Franchise Agreement (“Territory ROFR”) and Franchisor desires to approve the Territory ROFR upon the terms and conditions contained in this AFR Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Territory ROFR, Franchisee acknowledges and agrees to pay Franchisor the Additional Territory ROFR Fee, as required under the Franchise Agreement (“ROFR Fee”). The ROFR Fee is fully earned and non-refundable, regardless of whether Franchisee exercises its Territory ROFR.

2. Term. The term of this AFR Agreement shall commence on the Effective Date and, unless otherwise negotiated, terminated or extended as provided herein, shall continue until the earlier of (i) 12 months after the Effective Date; (ii) the date of execution of the New Franchise Agreement for the Reserved Territory as defined below; or (iii) Franchisee’s default under the Franchise Agreement (“Term”).

3. Reserved Territory. The territory covered under this AFR Agreement is referred to as the “Reserved Territory.” The specific Reserved Territory is:

[RESERVED TERRITORY DESCRIPTION]

4. Right to Match Offer. If, during the Term, a qualified prospective franchisee has applied to operate an NTV 360 franchise in the Reserved Territory, Franchisor shall provide Franchisee with written notification stating the same. Franchisee shall have 7 days from the receipt of said notice to notify Franchisor of its election to exercise or not exercise the Territory ROFR provided under this AFR Agreement. If Franchisee does not provide Franchisor with written notice of its decision within 7 days, it shall be deemed to have declined its option to exercise the Territory ROFR under this AFR Agreement.

5. New Franchise Agreement. In the event Franchisee exercises its Territory ROFR under this AFR Agreement, Franchisee shall execute Franchisor’s then-current form franchise agreement (along with any other required contracts for the operation of an NTV 360 franchise as stated in Franchisor’s Franchise Disclosure Document, together, the “New Franchise Agreement”) for the franchised business in the

Reserved Territory within 30 days of providing Franchisor with notice of its election to exercise its Territory ROFR. The ROFR Fee paid by Franchisee under this AFR Agreement shall be applied to the Franchisee's initial franchise fee under the New Franchise Agreement. In the event Franchisee fails to execute the New Franchise Agreement within 30 days of notifying Franchisor of its intent to exercise its Territory ROFR, it shall be deemed to have forfeited its Territory ROFR under this AFR Agreement.

6. Assignment. Franchisor has the unrestricted right to assign this AFR Agreement without prior notice to Franchisee. Franchisee may not assign this AFR Agreement without prior written approval of Franchisor, which Franchisor may withhold in its sole discretion.

7. Notices. Any notices given under this AFR Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

8. Entire Agreement. This AFR Agreement incorporates the full and complete agreement between the parties concerning the subject of this AFR Agreement, and supersedes any and all prior correspondence, conversations, representations, or statements of whatever nature concerning the subject of this AFR Agreement.

9. Miscellaneous. This AFR Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This AFR Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This AFR Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. Governing Law. This AFR Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this AFR Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

NTV 360 LLC

By: _____

Printed Name: _____

Title: _____

FRANCHISEE:

By: _____

Printed Name: _____

Title: _____

Rev. 031821

EXHIBIT G-6

NTV 360 FRANCHISE

SAMPLE CONVERSION ADDENDUM

This Addendum to the Franchise Agreement (“Addendum”) is made and entered into this ____ day of _____, 20__ by and between NTV 360 LLC, a Nevada limited liability company (“Franchisor,” “we,” or “us”) and [FRANCHISEE OR FRANCHISEE ENTITY], [a(n)] [State of Formation/Incorporation] [entity type or individual] (“Franchisee,” “you,” or “your”).

BACKGROUND

A. Franchisor and Franchisee have entered into that certain franchise agreement of even date herewith (“Franchise Agreement”) pursuant to which Franchisee will operate an NTV 360 franchised business (“Franchised Business”).

B. Franchisee is currently operating an existing business (“Current Business”) that offers services substantially similar to that of an NTV 360 business. Franchisee will close this existing business on or before [Closing Date of Existing Business] and convert the existing business to the Franchised Business.

C. Franchisor and Franchisee desire to amend the terms of the Franchise Agreement for Franchisee’s conversion of an existing business into the Franchised Business on the following terms. Capitalized terms not defined in this Addendum shall have the meanings set forth in the Franchise Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties and subject to the following terms and conditions, it is agreed as follows:

1. **CURRENT BUSINESS.** Franchisor and Franchisee agree that because Franchisee is converting the Current Business that is already open and operating, Franchisee and Franchisor shall be relieved of performing some of their pre-opening obligations as set forth in the Franchise Agreement, except as otherwise provided herein. Franchisee may still need to purchase additional supplies and equipment as necessary to commence operations of the Franchised Business. The Franchise Agreement is hereby amended accordingly.

2. **INITIAL FRANCHISE FEE.** Notwithstanding anything to the contrary in the Franchise Agreement, Franchisee shall pay Franchisor a discounted Initial Franchise Fee of \$_____.

3. **INITIAL TRAINING.** Franchisor and Franchisee agree that Franchisor may modify the Initial Training Franchisee is required to attend to account for Franchisee’s experience in operating the Current Business.

4. **WEBSITE SERVICES.** Franchisor and Franchisee agree that Franchisor’s obligations to provide Franchisee with a start-up kit as set forth in Section 4.2 of the Franchise Agreement may be

modified or reduced to the extent Franchisee is already utilizing similar products and services in its operation of the Current Business.

5. **CONFIDENTIALITY.** Franchisee agrees to keep the terms of this Addendum confidential and not disclose the contents of this Addendum to any third party, excluding Franchisee’s representatives, without the prior written consent of Franchisor.

6. **FURTHER ASSURANCE.** Each of the parties will, upon reasonable request of the other, sign any additional documents necessary or advisable to fully implement the terms and conditions of this Addendum.

7. **NO FURTHER CHANGES.** Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed. In the event of any inconsistency between the provisions of the Franchise Agreement and this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties duly executed this Addendum as of the date first above written.

FRANCHISOR:

NTV 360 LLC,
a Nevada limited liability company

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE:

[FRANCHISEE ENTITY],
[a(n)] [State of Formation/Incorporation] [entity
type or individual]

Sign: _____

Printed Name: _____

Title: _____

EXHIBIT H
STATE EFFECTIVE DATES

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I

RECEIPTS

RECEIPT
(Retain This Copy)

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 NTV 360 LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, NTV 360 LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires NTV 360 LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If NTV 360 LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Phil Salice - 1546 Cole Blvd, Bldg 5, Suite 100, Lakewood, CO 80401, 720-459-9391
Patrick Brennan - 1546 Cole Blvd, Bldg 5, Suite 100, Lakewood, CO 80401, 720-459-9391

Issuance Date: February 26, 2025

I received a disclosure document issued February 26, 2025, which included the following exhibits:

- Exhibit A List of State Administrators and Agents for Service of Process
- Exhibit B Financial Statements
- Exhibit C Franchise Agreement
- Exhibit D List of Current and Former Franchisees
- Exhibit E Knowledge Base Table of Contents
- Exhibit F State Addenda and Agreement Riders
- Exhibit G Contracts for use with the NTV 360 Franchise
- Exhibit H State Effective Dates
- Exhibit I Receipt

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Rev. 012417

PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

**RECEIPT
(Our Copy)**

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- Exhibit I Receipt

Date Signature Printed Name

Date Signature Printed Name

Rev. 012417

Please sign this copy of the receipt, date your signature, and return it to NTV 360 LLC, 1546 Cole Blvd, Bldg 5, Suite 100, Lakewood, CO 80401.