



FRANCHISE DISCLOSURE DOCUMENT

**GOLIATHTECH INC.
A CANADIAN CORPORATION**

GOLIATHTECH®

477 boulevard Poirier
Magog, Quebec, J1X 7L1, Canada

819-843-4777

Toll Free: 855-743-4777

www.goliathtechcorp.com

You will operate a business selling and installing helical piles (screw piles) under the tradename GoliathTech® (the “System”).

The total investment necessary to begin operation of a GoliathTech franchised business is from \$100,000 USD to \$244,000 USD. This includes \$60,693.60 TO \$64,687.20 USD that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for You. To discuss the availability of disclosures in different formats, contact the Franchise Administration Department at 477 boulevard Poirier, Magog, Quebec, J1X7L1, Canada, or franchise@goliathtechcorp.com.

The terms of your contract govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read Your entire 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: April 30, 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 A 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 GOLIATHTECH business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a GOLIATHTECH 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 F.

Your state may also have laws that require special disclosure 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 Quebec, Canada. 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 Quebec, Canada than in your own state.

2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor its affiliates, or suppliers that the Franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
3. **Financial Condition.** The franchisor's financial condition, as reflected in financial statements (see Item 21), calls into question the franchisor's ability to remain in business. This means that the franchisor may not have the financial ability to provide services to support you.
4. **Inventory Control.** You must make inventory and supply purchases of at least \$15,000 to \$50,000 even if you do not need that much. Your inability to make these purchases or to maintain inventory levels at all times may result in termination of your franchise and loss of your investment.

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

Table of Contents

Item 1.	The Franchisor, and Any Parents, Predecessors and Affiliates.....	1
Item 2.	Business Experience	2
Item 3.	Litigation	3
Item 4.	Bankruptcy	3
Item 5.	Initial Fees	3
Item 6.	Other Fees	5
Item 7.	Estimated Initial Investment.....	8
Item 8.	Restrictions on Sources of Products and Services.....	11
Item 9.	Franchisee's Obligations.....	13
Item 10.	Financing.....	15
Item 11.	Franchisor's Assistance, Advertising, Computer Systems & Training Pre-Opening Obligations.....	15
Item 12.	Territory	21
Item 13.	Trademarks	23
Item 14.	Patents, Copyrights and Proprietary Information.....	24
Item 15.	Obligation to Participate in the Actual Operation of the Franchised Business	26
Item 16.	Restrictions on What the Franchisee May Sell.....	26
Item 17.	Renewal, Termination, Transfer and Dispute Resolution	27
Item 18.	Public Figures.....	32
Item 19.	Financial Performance Representations	32
Item 20.	Outlets and Franchisee Information	33
Item 21.	Financial Statements	42
Item 22.	Contracts.....	42
Item 23.	Receipts	42

EXHIBITS:

- A - Financial Statements
- B - Franchise Agreement
- C - State Law Addendum to Franchise Agreement
- D - List of Current and Former Licensees
- E - Operations Manuals - Table of Contents
- F - List of State Administrators and Agents for Service of Process
- G - State Law Addendum
- H - Application for Franchise
- I - Statement of Prospective Franchisee
- J - Small Business Administration Franchise Agreement Addendum
- K - Receipts for Franchise Disclosure Document

Item 1. The Franchisor, and Any Parents, Predecessors and Affiliates

Definitions.

To simplify this Franchise Disclosure Document, "We" means **GoliathTech Inc.**, d.b.a. **GoliathTech®**, the franchisor. Sometimes "Our" or "Us" refers to **GoliathTech**, when appropriate. "You" means the person who buys the franchise. If You are a legal entity, "You" includes all owners of any equity interest in the entity. "Licensed Business," means the business You will operate under the Franchise Agreement, selling and installing helical piles (screw piles), operating under Our trade names and trademarks (the "Marks") and following the System. All referenced to "Dollars" in this disclosure document refer to United States Dollars.

Our Parents, Predecessors and Affiliates.

We have no parent. Our predecessor is Les pieux Goliath, a Quebec, Canada corporation, formed on June 15, 2004. Les pieux Goliath was a manufacturer of helical piles. Our predecessor has not offered franchises in this or in any other line of business. The principal address of Our predecessor is 54 Rue Johnson, Sherbrooke, QC, J1J 1T6.

On February 15, 2022, GoliathTech UK Ltd., an affiliate of GoliathTech Inc., was founded to offer franchises across the United Kingdom, operating under the laws of England of Wales. On March 6, 2024, GoliathTech Europe SRL, another affiliate of GoliathTech Inc., was established in Brussels, Belgium, offering franchises across Europe. The principal address of Our affiliates is 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada. They do not offer franchises in any other line of business.

Our Names.

We do business under our corporate name, GoliathTech Inc. dba GoliathTech®. We do not do business under any other name.

Our Address and Agent for Service.

Our principal business address is 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada, and Toll Free 855-743-4777.

Our Agent for Service of Process in Magog, Quebec is Julian Reusing. Refer to Exhibit F, List of State Administrators and Agents for Service of Process, for information on the Agent for Service of Process in states where we may be registered.

Our Business Form.

GoliathTech Inc. was incorporated on March 22, 2013 as a Quebec, Canada corporation. GoliathTech Inc. acquired all of the assets of Les pieux Goliath, a Canadian corporation in March 2013.

Our Business and Franchises Offered.

Under the franchise We offer, You will operate a business selling and installing helical piles, manufactured by Us. You will provide these services and products operating under the Marks and

using the System. You may operate the franchised business as an add-on to Your current business, or You may operate the franchised business as a stand-alone. You may only offer Our helical piles and support system and no other competing products or support systems in your franchised business.

The market for your products and services is the commercial and residential construction industry and is well established and very competitive. Your Licensed Business may operate in close proximity to major competitors, which include franchised and non-franchised businesses. Some competitors will offer many goods and services that are the same as or similar to those You offer. The business is generally not seasonal, however in certain colder geographic areas, sales may be negatively impacted during cold weather conditions.

Franchisees will market and operate their businesses under our name, "GoliathTech®". Franchisees will utilize our approved methods of operation, which are spelled out in our Operations Manual.

You, the prospective purchaser, must complete an application, a written personality profile assessment and receive our Franchise Disclosure Document ("FDD").

Prior Business Experience.

GoliathTech Inc. is the sole manufacturer of the helical piles which Our franchisees will sell and install to its customers. We have no business activities other than the offering of and support of GoliathTech franchised businesses, manufacturing helical piles and providing foundation and stabilization products and operational support to GoliathTech franchisees. We have not conducted any other business activities or offered franchises other than those offered in this disclosure document. We have never conducted a business of the type to be operated by the franchisee, however we have manufactured helical support piles since our inception in 2013. We have offered franchises substantially similar to the type offered in this disclosure document since 2013.

Laws Affecting Your Licensed Business.

You must comply with all laws and regulations that apply to business in general. You will need to obtain, as required by local or state law and regulations, the necessary licenses from the proper licensing agencies. We are not aware of any other laws or regulations that specifically apply to the Franchised Business. You should investigate these laws and regulations before you purchase a franchise. You are solely responsible for complying with all laws and regulations that may impact the operation of the Licensed Business.

Item 2. Business Experience

Director, President and Chief Executive Officer - Julian Reusing

GoliathTech Inc. April 2013 to present (Magog, Quebec, Canada)

VP of Manufacturing Operations – Jacquelin Guillette

GoliathTech Inc. August 2021 to present (Magog, Quebec, Canada)

Regional Director of American Iron & Metal (AIM) February 2021 to August 2021 (Montreal, Quebec, Canada)

Executive Director of Bourque Metal August 2019 to May 2021 (Cowansville, Quebec, Canada)

Director of Production - GoliathTech Inc. October 2013 to August 2019 (Magog, Quebec, Canada)

Director of Finance – Isabelle Laporte

GoliathTech Inc. October 2024 to present (Magog, Québec, Canada)

Director Finance of Tekna April 2023 to April 2024 (Sherbrooke, Quebec, Canada)

Director Finance of Niedner August 2000 to March 2022 (Coaticook, Quebec, Canada)

Director of Franchise Development – Todd Mounsey

GoliathTech Inc. October 2024 to present (Magog, Québec, Canada)

Owner - Self Employed 1986 to October 2024 (Richmond Hill, Ontario, Canada)

Director of Engineering Services – Lana Poulin

GoliathTech Inc. October 2013 to present (Magog, Québec, Canada)

Franchisee Legal Affairs and Compliance – Lynn Pitzul

GoliathTech Inc. October 2017 to present (Magog, Quebec, Canada)

Marketing Manager – Valerie Boutin

GoliathTech Inc. April 2014 to present (Magog, Quebec, Canada)

Technical Specialist – James Buzzell

GoliathTech Inc. March 2018 to present (Magog, Quebec, Canada)

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 Fee.

The Initial Fee for the GoliathTech franchise is \$49,500 USD. The Initial Fee for the second and subsequent territories purchased is \$37,125 USD.

The Initial Franchise Fee is uniform. The initial franchise fee is payable in full, in cash, upon signing the Agreement. The initial franchise fee is not refundable under any circumstances.

Training Fee.

If you wish to send more than 5 people to Our Initial Training Program, You must pay a training fee of \$500 USD per person per day for each additional attendee. The additional training fee is uniform. The additional training fee is non-refundable under any circumstances. Typically, franchisees bring 2 people to training, so it is unlikely that you will pay this fee. The range for this fee is \$0 to \$500.

Starter Equipment Package.

You must also purchase the starter equipment package from us for approximately \$11,100 to \$15,000 USD prior to the opening of the franchised business. The starter equipment package varies depending on whether you already possess certain tools, equipment, etc. The cost of the equipment starter kit is not refundable under any circumstances.

Email Address Fee

You must purchase from us a GoliathTechpiles.com email address for each Territory you operate. Exceptions may apply should you own several Territories within one State. The applicable Fee is \$93.60 per email address created and will be pro-rated for your first year and is also payable to us in February of each subsequent Year. This fee is subject to adjustment based on third party pricing. The email address fee is non-refundable under any circumstances. Typically, franchisees buy 1 or 2 territories and have one email address per territory, so the range for this fee is \$93.60 to \$187.20.

Veteran's Discount.

For qualified individuals who were honorably discharged from any branch of the United States Military we offer a \$3,000 USD inventory credit on your first Franchise Agreement for your first territory. This discount must be requested at the time of your initial franchise application and requires documented military service.

Item 6. Other Fees

Type of fee	Amount	Due Date	Remarks
Royalty Fee¹	\$0.00	n/a	There is no Royalty Fee.
Marketing Fee¹ See Note A	6% of the price of Products You purchase from Us.	Per product purchase invoice	Product purchases include the full price of all products You purchase from us, whether or not You have received or paid for the products cash and or other consideration. Products ordered by modular and manufactured home installers and by Franchisees as part of the MHI Program are not included in Product purchases for purposes of Your Marketing Fee. Also excluded from Gross Revenues is taxes or fees You are required to collect on behalf of the government. Gross Purchased products are calculated at the time You purchase the goods from us, without regard to when You make or expect to make payment of the products.
Local Marketing	3% of Gross Revenues	Monthly	You must spend 3% of Gross Revenues on local marketing, in addition to the Marketing Fee.
Interest¹	24% per annum from due date	As invoiced	Franchisees must pay interest on late payments in the amount of 2% per month, or the maximum interest rate allowed by applicable law, whichever is less.
Transfer Fee¹	20% of the then-current Initial Fee	Before completing transfer	Payable only if You sell Your franchise or any part of Your business. Fee is \$500 if You transfer to a corporation or other entity with the identical ownership and control.
Expansion Fee¹	75% of the then-current Initial Fee	Upon signing of an addendum granting this expansion Territory to Franchisee	Expansion Fee includes Initial Training of up to 5 people.

Type of fee	Amount	Due Date	Remarks
Audit (3% or more under reporting)¹	1.5% per month interest on amount of underpayment plus the cost of the audit plus the amount of the underpayment	Immediately upon billing	Payable only if an audit reveals that You have under reported Gross Revenues by 3 percent or more.
Renewal Fee¹	25% of the then-current Initial Fee	Before consummating Renewal	
Order Cancellation¹	3% of the total order plus a \$150 administrative fee	Payable at the time of cancellation by credit card	As a general rule, orders in process may not be cancelled. At Franchisor's sole discretion an order in process may be cancelled upon payment of the required fee.
Change Order¹	Greater of 3% of the value of the items removed or added, or \$150	This Fee is added to the amount of the invoiced order	This Fee applies to any addition or subtraction from an order in process or that has been completed.
Storage/ Handling¹	Greater of 3% of the value of the order being stored, or \$150	This fee will be added to the amount of the invoiced order	This Fee applies to orders that are ready for shipment, but which are held back at Franchisee's request for more than 3 days from the date of packing.
Non-Compliance¹	\$50 per day that a violation remains uncured.	On demand, following your failure to cure a violation of our standards, specifications, or procedures.	Franchisor may charge you a fee up to \$50 for each day that you remain in violation following written notice of default.

Type of fee	Amount	Due Date	Remarks
Additional Training¹ See Note B	\$500 per group per day; if we travel to your location, you must also pay the expenses of our trainers. You are solely responsible for all compensation, benefits, and travel-related expenses for You or any employees.	In advance of the training program(s)	Your Manager and up to four (4) employees must complete the initial training (cost included in the Initial Fee for first three persons trained) and certain additional training at Your cost. If You obtain a new or replacement Manager, You will be responsible for the cost of initial training for that person after We have trained three people for You.
Subscription Services See Note C	Fee based on number of jobs per month	Paid per month or annually	This Fee is for access to GoliathTech's mandatory operational platform offered through CodeSwyft.

1. These fees are uniformly imposed by and are payable to Us. All fees are non-refundable and are uniformly imposed.
2. All references to "Dollars" in this Disclosure Document means U.S. Dollars.

Notes Regarding Other Fees:

Note A. Marketing Fee.

You will pay a Marketing Fee per invoice of products purchased. We may require You to pay Marketing Fees by check, pre-authorized check, electronic funds transfer or similar mechanism. Marketing Fees are in addition to Your local marketing obligation. We may, upon notice, require You to pay Your Marketing Fees on a different periodic basis.

Note B. Additional Training Expense.

Your Manager and up to four employees must complete the initial training (cost included in the Initial Fee for the first five persons trained). In all cases, You are solely responsible for all salaries, benefits, and travel-related expenses for trainees.

We may require You and/or Your Manager(s) to attend additional free training at a location We determine. You are solely responsible for all salaries, benefits and travel-related expenses of trainees.

Upon your request and subject to the availability of our personnel we may send trainers to Your site for additional training. You will be responsible for all travel-related expenses of the trainer. The fee shall be \$500 per day per group trained.

We may provide or make available training materials and equipment for You or Your employees and may charge a fee which will not exceed Our costs of production. All training materials are proprietary to us and may contain our Trade Secrets. You must require any of Your employees to successfully complete any training program(s) if We designate them as mandatory.

Note C. Subscription Services

The activities of the entire franchise chain are managed on one exclusive operational platform named 'Fielder' and is accessible by means of a subscription service offered by CodeSwyft LLC. Fielder is recommended as a part of the GoliathTech System. Pricing is based on number of monthly jobs as shown in chart below.

Fielder	Level 1	Level 2	Level 3	Level 4
	("Upstart")	("Rising Star")	("Visionary")	("Titan")
Price per month (when paid annually)	\$99	\$149	\$249	\$349
Price per month (when paid monthly)	\$129	\$189	\$319	\$439
Jobs per month	30	90	180	360
Rough avg per-job rate	\$3.30	\$1.66	\$1.38	\$0.97
Initial cost (when paying annually)	\$1,188	\$1,788	\$2,988	\$4,188

Although we do not currently own any outlets, if we did and an outlet was part of a franchisee cooperative, we would not have controlling voting power over any fee imposed on franchisees by the franchisee cooperative. This is because all members of a franchisee cooperative must agree to the imposition of any fee by the franchisee cooperative

Item 7. Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Fee (Note A)	\$49,500 - \$49,500	Lump Sum	No sooner than 7 days after We approve application	GoliathTech Inc.
Travel & Living Expenses While Attending Initial Training	\$1,000 - \$5,000	As Incurred	Before, During & After Training	Vendors, Airlines, Hotels, Car Rental Companies, etc.

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Real Estate Rental & Deposits (3 months)	\$1,000 - \$5,000	As Incurred	As Arranged	Vendors, Utility Companies
Equipment & Product Inventory (includes the starter equipment package) (Note B)	\$30,000-\$76,500	As Incurred	As Arranged	Vendors, Leasing Companies or Lender, GoliathTech, Inc.
Vehicle (Note C)	\$0 - \$65,000	As Arranged	As Arranged	Vendor, Leasing Company or Lender
Computer, Software & Subscription Services	\$2,000 - \$7,000	As Arranged	As Arranged	GoliathTech Inc., Vendors, Software, Leasing Companies or Lender
Advertising (3 months) (Note D)	\$500 - \$1,000	As Arranged; See Item 6.	As Arranged; See Item 6.	GoliathTech Inc., Advertising Media Vendors
Professional Fees (Note E)	\$1,000 - \$5,000	As Incurred	As Incurred	Attorney & Accountant
Miscellaneous Opening Costs (Note F)	\$5,000 - \$10,000	As Incurred	As Incurred	Goliath Tech Inc., Vendors, Suppliers, Utilities, Tradesmen, Deposits etc.
Additional Funds (3 months) (Note G)	\$10,000 - \$20,000	As Incurred	As Incurred	Employees, Vendors, Utilities, Taxing Agencies, etc.
Total	\$100,000 - \$244,000			

Notes Regarding Initial Investment:

Note A. Initial Fee.

Payment of the franchise fee is payable in full, in cash, upon signing the Agreement which will be no sooner than seven days after We approve Your application.

Note B. Equipment.

We are the sole source of supply for the piles, the drills to install the piles and all other products on Our product list. You are responsible for all customs, brokerage and taxes applicable to the products supplied by us. The cost of equipment could vary widely depending primarily upon Your circumstances. Some new franchisees will have existing businesses and will already have some of the equipment they will need. This may or may not be Your situation. However, even if You have an existing GoliathTech business that is fully equipped, You may need additional or different equipment if You are expanding Your operations or to comply with Our standards. There are factors beyond Our control that could cause You to invest more in equipment. The equipment required to begin Your GoliathTech franchised business will include a trailer, excavator, ladders, and telescoping ceiling supports.

Starter Kit Equipment (required with the initial purchase of a franchise):

- 1x Hydraulic drill
- 1x Hydraulic Drill Mounting Fixture (special unique adaptor designed specifically to fit the model of mini excavator the franchisee is using)
- 4 locking pins
- 8x Drill pins (2 of each size)
- 1x Hydraulic Pressure Gauge
- 1x Hydraulic Hoses for Pressure Gauge
- 1x Pile Top Cutter (to cut pile top off when necessary)
- 1x Drill with Alignment Jig for pile pin and bold hole drilling (if you have to cut off the top of a pile)
- 1x Wrench kit (to turn pile leveling nut)
- 2x Lasers
- 2x Laser Stands
- 1x Electric Band Saw

You must also maintain sufficient levels of inventory to meet the needs of current customers, which may vary based on Your circumstances. We estimate that the cost of your initial inventory will range from \$7,500 to \$40,000. The cost of the Starter Kit of Equipment is included in the amount listed in the Item 7 chart.

If You lease the equipment, that may increase Your monthly fixed expenses. If You borrow money to purchase the equipment, that may increase Your monthly fixed expenses.

Note C. Vehicle.

You are required to use a Pick-up truck or a cube van in good condition, no older than 5 years, which must be black or white in color and which must display Our approved signage. You may already own a vehicle that meets our requirements. The high estimate is for the purchase of a new vehicle. If you lease or finance the vehicle, your expenses will be less.

Note D. Advertising.

This includes any initial advertising expenses for obtaining employees and informing the community of Your business opening.

Note E. Professional Fees.

Because of the variability of attorney's and accountant's fees, this is, at best, an estimate. You should check with Your attorney, accountant, and other professional advisors to determine the actual range of fees before signing the Franchise Agreement. You may need an attorney to assist and advise You in setting up Your business organization and reviewing contract documents, and an accountant to provide tax and other business advice. This estimate does not include any ongoing needs for legal services in connection with relationships with customers or vendors.

Note F. Miscellaneous Opening Costs.

You will incur costs for Our required vehicle signage, office supplies, bank fees, email addresses and other incidental start-up expenses that are included within the range of \$5,000 - \$10,000 set out in the Item 7 chart above.

Note G. Additional Funds.

We have relied on the over 20 years industry experience of our CEO in determining the amount of additional funds You may require.

Going Concern Value Not Included.

If You purchase an existing operating GoliathTech business from Us or from another franchisee, You should expect to pay, in addition to the estimated initial investment, an amount representing the fair market going concern value of the business. That value might exceed the estimated initial investment. Any purchase of existing business assets and goodwill would be under a separate agreement negotiated between You and the seller.

Financing.

We do not offer financing for any items. Should We establish relationships with sources of possible financing, We would make the information available to You. Financing availability and qualification requirements would probably change and vary widely. If We make financing available to You, We or Our affiliate(s) would expect to make a profit from it. We do not require You to obtain financing from Us.

No Refunds.

We will not refund any of the payments You make to Us. Payments You make to other persons or entities may be refundable depending on Your agreement with those parties.

Item 8. Restrictions on Sources of Products and Services

You must purchase from Us or a supplier We approve, certain equipment, supplies and inventory necessary to start or operate the Licensed Business. We are the sole approved supplier of the screw piles, drills to install the piles, apparel displaying Our logo and Mark, and other products used in the installation of the piles that You must sell and install in your franchised business. Our

product list is lengthy and will be disclosed to You upon request, prior to the signing of the Franchise Agreement. You are restricted from purchasing any of the products We manufacture from any other supplier. As to other equipment, supplies and inventory, You may purchase them from the vendor(s) of Your choice, but the item(s) must meet Our specifications. We issue specifications in writing and incorporate them in the Manual. These specifications include quality, accuracy, preparation, installation, application, delivery, performance, design, brands, model, part numbers and appearance. In some instances, You must purchase items that comply with Our reasonable subjective determination of whether they meet the standards and comport with the GoliathTech image. If We have not provided specifications, You may purchase any items that reasonably meet the requirements of the Licensed Business.

In some locations, We will offer franchised GoliathTech businesses on a fully equipped basis only. In that case, You must purchase the equipment and the initial inventory from Us or an approved vendor. As of the date of this disclosure document we have not offered units on a fully equipped basis, and We have no plan to do so in the immediate future.

You must purchase from Us or a vendor We approve all items used to start or operate Your business that contain or bear the Marks. We or our designated vendor(s) will make a wholesale profit consistent with industry standards. All items that You purchase from approved suppliers must meet Our specifications. This includes advertising and marketing materials, forms, and promotional items. In addition, You must purchase the signs used to identify the Licensed Business(s) and Premises from a vendor We approve.

We require You to purchase or lease certain computer equipment and software that meets Our specifications.

We publish a list of approved vendors and order procedures in the Manual. We will approve other vendors (for products other than those products for which we are the sole approved supplier) if You request it in writing or if a vendor requests it and if the vendor demonstrates to Our satisfaction that it is financially stable and can provide product(s) or service(s) that meet Our specifications and that are consistent with Our image. We will not charge a fee to evaluate a proposed vendor. We will give You a good faith estimate of our cost of evaluating a proposed vendor within a reasonable time after You make the request, but before We begin the evaluation process. We will make Our decision within sixty days. If no decision is made within sixty days, We reserve the right to disapprove any previously approved vendor whose performance falls below Our standards. We will make any approvals of new vendors or revoke approval of vendors in writing and will incorporate Our decision in the Manual.

During the fiscal year covered by Our last fiscal year that ended on January 31, 2023, neither We nor our affiliate derived any revenue or other material consideration from vendors based on required purchases or leases by franchisees made in accordance with Our specifications. We will derive revenue from the sale of the screw piles and drills to Our franchisees. We may negotiate and receive rebates, discounts, allowances, or other material consideration from certain designated suppliers with whom You do business. We anticipate that such rebates, discounts and allowances may range from zero percent to as high as fifteen percent of the amount of Your purchase of certain items. We expect the amount and availability to vary from time to time based upon factors outside our control. We will retain all such rebates, discounts, and material consideration. We may but are not required to negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. Any rebates obtained by or negotiated by the franchisee may be retained by the franchisee.

Your purchases of goods and services in accordance with specifications will represent approximately 90 to 100% of Your total purchases in connection with establishing Your Licensed Business and approximately 90 to 100% of Your total purchases in connection with operating Your Licensed Business. Since we have not offered franchises prior to the issuance date of this disclosure document, we have not received any revenue or other material consideration from required purchases or leases by franchisees. We are the sole source of supply for the screw piles and drills, however, none of Our officers own an interest in any other approved supplier. We offer no material benefits to franchisees such as renewal or the granting of additional franchises based on a franchisee's purchase of particular products or services or use of particular suppliers. You will purchase helical piles from Us on a regular basis in order to maintain inventory levels.

The Franchisor's revenues from all required purchases and leases for the year ended January 31, 2025, were \$ 12,479,208, representing 90% of Franchisor's total revenues of \$ 13,870,204. No revenues were derived by Franchisor's Affiliates based on Franchisees' required purchases or leases.

You must maintain the following insurance with an insurance carrier that we approve: on an occurrence basis combined single limit coverage of at least \$2,000,000 per occurrence/\$2,000,000 annual aggregate including employer's liability insurance; worker's compensation in such amounts as are required by law. Franchisee shall provide Franchisor with one or more certificates of insurance on an annual basis.

We have the right to make a profit on items You purchase from Us. Any profits would be within the range of standards in the industry for the item(s) in question.

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 Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Articles 1, 6	Item 11
b. Pre-opening purchases/leases	Articles 1, 6, 7 & 8	Items 7 & 8
c. Site development and other pre-opening requirements	Articles 6 & 7	Items 7 & 11
d. Initial and ongoing training	Articles 1, 4, 5, 7, 11 & 20	Item 11
e. Opening	Articles 2 & 6	Items 7, 8 & 11
f. Fees	Articles 2, 3, 4, 9, 12, 17 & 18	Items 5, 6, 7, 8, 9 & 10

Obligation	Section in Agreement	Item in Franchise Disclosure Document
g. Compliance with standards and policies/Operating Manual	Articles 1, 2, 6, 7, 12, 13 & 15	Items 8 & 11
h. Trademarks and proprietary information	Articles 1, 5, 6 & 7	Items 13 & 14
i. Restrictions on products/services offered	Article 7	Items 8 & 16
j. Warranty and customer service requirements	Articles 4, 6 & 7	Item 11
k. Territorial development and sales quotas	Articles 1, 6 & 7	Item 12
l. Ongoing product/service purchases	Articles 4, 5, 7 & 15	Item 8
m. Maintenance, appearance and remodeling requirements	Articles 7 & 9	Items 7 & 11
n. Insurance	Articles 8 & 15	Item 7
o. Advertising	Articles 1, 2, 7, 8 & 15	Items 6, 7 & 11
p. Indemnification	Articles 7, 8, 12	Item 13
q. Owner's participation/management/staffing	Articles 4, 5, 7, 11, 13, 15 & 17	Item 15
r. Records and reports	Articles 3	Items 8 & 15
s. Inspections and audits	Articles 3	Item 6
t. Transfer	Articles 12	Item 6
u. Renewal	Articles 9, 10 & 15	Item 6
v. Post-termination obligations	Articles 5, 15, 16, and 17	Item 17
w. Non-competition covenants	Article 16	Item 17
x. Dispute resolution	Article 18	Items 9 & 17

Item 10. Financing

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

GoliathTech franchisees are eligible for expedited and streamlined SBA loan processing through the SBA's Franchise Registry Program, www.franchiseregistry.com.

Item 11. Franchisor's Assistance, Advertising, Computer Systems & Training Pre-Opening Obligations

Except as listed below, GoliathTech Inc. is not required to provide You with any assistance. Before You open Your Licensed Business, We will:

1. License You to use our Marks and System in connection with Your Licensed Business (Franchise Agreement - Article 1);
2. Designate Your Territory (Franchise Agreement - Article 1);
3. Provide You with digital access to Operations Manual ("the Manual") (Franchise Agreement - Article 1);
4. Provide initial training for You and up to 4 employees as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training*	Hours of On the Job Training*	Location
Sales Training	4	0	Magog, Quebec
Product & Installation Training	16	0	Magog, Quebec
Operations, Customer Service	12	0	Magog, Quebec
Hands-on product knowledge	4	0	Magog, Quebec
TOTAL	36	0	

*All times are approximate, and We may adjust them based upon Your experience and rate of learning. Initial training will be approximately 36 hours of classroom instruction and approximately 4 hours of hands-on instruction at Our Corporate Headquarters. We will hold training as often as necessary depending on the number of new franchisees. The Manual will be the primary instructional training material. After opening there will be on-going technical support for the Franchisee.

Initially, You may have just one person making the sales and installation. You or a designated Manager must be responsible for business operations and management. All trainees must successfully complete Our initial training program. We will decide whether You successfully complete the initial training program based upon knowledge test results and Our observations of Your ability to use the knowledge effectively. The initial training program must be completed within 90 days of the signing of the Franchise Agreement.

Before opening Your Licensed Business, We will provide initial training to You and up to four additional persons, dependent upon how many installers You have, as part of Your Initial Fee. We will decide whether You successfully complete the initial training program based upon knowledge test results and Our observations of Your ability to use the knowledge effectively. You are responsible for all salaries, compensation and travel related expenses of persons receiving training, both initial training and on- going training. For further information regarding expenses related to the initial training, please review again Franchise Agreement - Article 4.

After the first five persons trained We will charge an estimated \$500 per person per day fee for the initial training program. There will be an estimated \$500 per person per day fee for training of additional managers. In all cases, You are solely responsible for all salaries, compensation, benefits, travel and related expenses for trainees. Please refer to Note below for information regarding training instructors' experience. The Manual will be the primary instructional material.

We will offer additional mandatory training on new products or services that we may develop as part of the franchise system. We do not anticipate charging a fee for those training sessions; however, You will be responsible for all expenses associated with travel, room and board and salaries of those who attend the training.

Note: Experience of training instructors.

Julian Reusing is a certified sales coach with 25 years sales training experience.

James Buzzell is a seasoned technical trainer, with many years of experience in the excavation and construction domain.

Lana Poulin has several years of experience offering sales training and Engineering support to Franchisees.

Obligations after opening, We will:

1. Take any actions We deem appropriate to protect or defend the Marks or System (Franchise Agreement - Article 1);
2. Provide You access to a digital copy the operations manual ("the Manual"), which contains specifications and mandatory and suggested standards and procedures. This manual is confidential and remains Our property. We will modify this manual, but the modifications will not materially alter Your status and rights under the Franchise Agreement. Exhibit E includes a copy of the Manual's Table of Contents. The Manual currently contains approximately 92 pages.
3. Manage any Marketing Fees. We will prepare an annual, unaudited statement of Marketing Fund collections and expenses and give You the statement upon written request (Franchise Agreement – Article 2)
4. Manage all aspects of the marketing program using any Marketing Fees collected (Franchise Agreement - Article 2);

5. Provide a periodic training program. Please refer to Franchise Agreement - Article 4 for information regarding the frequency and number of training programs We may require You to participate in.

We provide inventory and certain installation tools and equipment to our franchisees. We do not provide assistance to our franchisees in acquiring nor do we supply fixtures, signs or supplies to our franchisees. We may provide a list of approved suppliers for those items, but we are not required to do so.

We will set maximum prices for the products you may sell (Franchise Agreement Section 7.03) to the extent permitted by applicable law.

We also expect to be in regular contact with You to discuss Your operation of the Licensed Business and to generally be of assistance. We plan to provide additional on-going training for You and Your manager(s) and employees at no additional charge. The Agreement does not obligate Us to provide such services, however. We do not provide assistance with your acquisition of signage, fixtures or supplies. We are the sole approved supplier of the helical piles that you will sell.

Marketing Fund.

We plan to provide a marketing program using any Marketing Fees You pay, combined with those from other franchisees. All Franchisees will pay into the Marketing Fund an amount equal to 6% of the total price of Products purchased from Us, excluding product purchased by modular and manufactured home installers directly from Us. Franchisor and affiliate-owned units will contribute to the marketing fund in the same manner as Franchisees. We will not pay into the Market Fund on account of direct sale to national and regional accounts, such as modular and manufactured home builders. We expect to focus all marketing using Marketing Fees in areas where We have one or more franchisees, although the Agreement does not require Us to benefit You with every marketing program. We may charge Our marketing research, development, and production expenses against the marketing funds. You must conduct marketing through our approved marketing firm or through a Regional Marketing Cooperative and You may use Your own marketing materials, but You must obtain approval from Our approved marketing firm of any such materials in advance.

We will direct all programs that the Marketing Fund finances, with sole control over the creative concepts, materials and endorsements used and their geographic, market and media placement and allocation. The Marketing Fund may pay for preparing and producing local, regional or national advertisements, video, audio and written materials and electronic media; administering regional and multi-regional marketing and advertising programs, (including, without limitation, using in-house or outside advertising, promotion and marketing agencies and other advisors to provide assistance); and supporting public relations, market research and other advertising, promotion and marketing activities. The Marketing Fund periodically will give You samples of advertising, marketing and promotional formats and materials at no cost and will sell You multiple copies of these materials at its direct cost of producing them, plus any related shipping, handling, and storage charges.

We will not account for the Marketing Fund separately from our other funds and We will not maintain a separate account for the Fund and will not use the Marketing Fund for any of our general operating expenses, except to compensate the reasonable salaries, administrative costs,

travel expenses and overhead We incur in administering the Marketing Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials, and collecting and accounting for Marketing Fund contributions. The Marketing Fund is not a trust, and We do not owe You fiduciary obligations because of our maintaining, directing, or administering the Marketing Fund or any other reason. We will not use Marketing Fund contributions for advertising that is principally a solicitation for the sale of franchises except that in certain ads with available space, we may insert certain language as to the availability of franchise opportunities. The Marketing Fund may spend in any fiscal year more or less than the total Marketing Fund contributions in that year; borrow from us or others to cover deficits or invest any surplus for future use. We will use all interest earned on Marketing Fund contributions to pay costs before using the Marketing Fund's other assets. We will not prepare an annual audited statement of Marketing Fund collections and expenses, but We will provide You a summary of collections and expenses upon Your written request. We may incorporate the Marketing Fund or operate it through a separate entity whenever We deem appropriate.

We intend the Marketing Fund to maximize recognition of Our Marks. Although We will try to use the Marketing Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Businesses in the System, We need not ensure that Marketing Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Marketing Fund contributions by GoliathTech businesses operating in that geographic area or that any GoliathTech Business benefit directly or in proportion to its Marketing Fund contribution from the development or placement of advertising and marketing materials. We may forgive, waive, settle and compromise all claims by or against the Marketing Fund. We assume no direct or indirect liability or obligation to You for collecting amounts due to, maintaining, directing, or administering the Marketing Fund.

We may at any time defer or reduce the Marketing Fund contributions of a GoliathTech Business and, upon thirty (30) days' prior written notice, reduce or suspend Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund. If We terminate the Marketing Fund, We will distribute all unspent monies to all GoliathTech Businesses (whether franchised or operated by Us) in proportion to their respective Marketing Fund contributions during the preceding twelve (12) month period.

We are not obligated to expend the Marketing Fee or placement of advertising in Your territory, or to ensure that Your franchise business benefits directly or pro-rata from marketing fee expenditures. We will not use the Marketing Fee for creating or placing any advertisements that is principally a solicitation for new franchisees, but may include in our advertising prepared using marketing fee (including Internet advertising) information concerning franchise opportunities and a portion of the Marketing Fee may be used to create and maintain one or more pages on our website devoted to advertising franchise opportunities and identifying and screening inquiries submitted by franchise candidates. We may raise or reduce or discontinue the 6% Marketing Fee, or any other marketing fee, at any time and may, thereafter, reinstate it upon a new thirty-day notice.

During our most recently concluded fiscal year, January 31, 2025, We collected Marketing Fees of \$575,936 from franchisees. We expended \$560,088. The funds were spent as follows:

Paid ads (Google, Facebook, LinkedIn, etc)	35%
Marketing management software	1%
Marketing administration	10%

Marketing agency	24%
Social Media (influencer collaborations/visibility/advertisement)	11%
Video Production	1%
Magazine ads	2%
Trade shows	16%

There is a balance of \$15,848. This amount will be paid to us as a reimbursement for Marketing Fund over expenditures from previous years that were funded by us. There remains a Marketing Fund over expenditure of \$172,105 that remains owing to us.

You may not engage in sales through alternative distribution channels or the Internet without Our prior written approval. We are not required to give You such approval. (Franchise Agreement – Article 1)

We currently do not have an advisory council composed of franchisees that advises us on advertising policies. If We form or approve an advisory council, You must participate. Any advisory council would not have decision-making power. It would be advisory only. We have the right to form, change or dissolve any advisory council. The franchisor is not required to spend any amount on advertising in the franchisee’s territory or marketing area.

Advertising Cooperative.

If at any time, there are two or more GoliathTech franchisees within a marketing area You may form a local marketing cooperative. We will decide and may modify the size and location of any marketing area. A local marketing cooperative, by a majority vote, may assess additional local and cooperative Marketing Fees and You must pay them. A local marketing cooperative may not assess additional Marketing Fees in an amount greater than one percent of Gross Revenues unless all members of the cooperative agree. Except for these guidelines, and subject to any rules or recommendations We may adopt, each local marketing cooperative will be autonomous, making its own rules and procedures and administering its own funds. We will collect regional cooperative marketing fees for marketing cooperatives, if applicable. Franchisees are not required to participate in any local or regional marketing cooperatives.

Local Marketing.

You must spend an amount equal to 3% of Your Gross Revenues for marketing in your Territory.

Internet/Social Media Activities.

We maintain a website that provides information about the System, the products and services offered by franchisees, and we will have sole discretion and control over it. We also have the sole right to create interior pages on our website(s) that contain information about your business and other franchised and company owned locations. All Franchisees are given access to post on the interior web pages for their location within the Franchisor’s guidelines.

You may not establish a presence on, or market using, the Internet without our prior written consent. If you disagree with the content of your Franchisee’s Page, our determinations will control. We retain the sole right to advertise or use the Marks on the Internet. We retain ownership

of your Facebook, Facebook groups and communities, Google, Yahoo, Bing, Yelp, and any other online business profile pages. We may require you to provide content for our Internet marketing pages. Should your internet presence become inactive or fail to comply with system standards, Franchisor may assume control of all internet activities for your GoliathTech business. You must comply with our intranet and Internet usage rules, style guide, and requirements. (Franchise Agreement Section 7.15) You must comply with Franchisor's social media Policy (which is included in the Manual) and guidelines as they may be amended or modified from time to time. Franchisees are not permitted to post pricing on the internet or on social media. Every franchisee designs their own pricing based on their location market conditions or with the guidance of the Franchisor. In some instances, Franchisor may impose pricing depending on certain market conditions and certain customer relations, to the greatest extent permitted by law.

Computer System.

We require You to use certain computer equipment and software. You may not use any computer hardware that does not meet Our current minimum requirements. You are responsible to maintain and repair Your hardware and to update or upgrade Your software. We may recommend or require additional hardware. We currently require You to use the following computer software:

Any software program that includes email capabilities, i.e.
Microsoft Outlook, Mac Entourage or Mail.

As scheduling, report preparation and processing software and accounting programs become more sophisticated, you may need to upgrade or supplement hardware and related items. We anticipate the cost to purchase or lease the computer system that meets our specifications to be \$2,500. You must upgrade your computers, modems and printers and purchase any additional equipment we specify to accommodate the software, or to improve the overall effectiveness and competitiveness of your business. We do not expect these types of upgrades or maintenance to exceed \$1,000 per full location in any 24-month period. There are no contractual limitations on the frequency or the costs you may incur to upgrade or update the computer system. We nor our Affiliate or other third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer hardware or software. We will have independent and unlimited access to the information that will be generated or stored in any electronic cash register or computer system. There are no contractual limitations on Our right to access the information.

Site Selection.

You may operate your Franchised Business from premises that you own or lease. You are not required to locate your business within your Territory. We will not unreasonably withhold our consent to your proposed location, but we will not provide any direct site selection assistance to you and we will not review your lease. We do not provide any assistance to you with the construction, remodeling, or review of your plans for the construction or remodeling of the proposed site. The factors that we will consider in approving your site include (i) whether the proposed location has sufficient space for your business including adequate storage for tools, equipment and inventory; (ii) whether the proposed site has sufficient capacity for telephone and data lines; and (iii) whether the proposed site is consistent with our System standards as those standards may be modified from time to time.

Time To Open.

The typical length of time between when You sign the Agreement or pay the initial franchise fee and the time when Your Licensed Business opens will generally be 2 to 3 months. You must open the Licensed Business within four (4) months of the signing of the Franchise Agreement, or We may terminate the Agreement. The factors affecting this length of time include the time necessary for You to obtain Premises and equipment, obtain required licenses, schedule Your initial training, and hire and train any employees. There may be unusual circumstances in which, because of delays and other events beyond Our control it takes longer than three months. On the other hand, it could be less than two months. We cannot predict the time it may take for you to obtain the licenses and permits that may be required by your state, city, or local government.

Item 12. Territory

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control.

We will grant You a protected geographic territory ("Territory") which We will describe in Addendum B to the Franchise Agreement. A Territory is determined based on various factors, including Market Studies, which estimate the potential volume of screw piles for various applications and building types. The Territory is defined by towns, cities, zip codes, or other geographic boundaries. The geographic area will include addresses, excluding high-rises, of approximately 240,000 to 360,000 households. We may make exceptions in certain circumstances, e.g. if the Territory would be geographically too large and could not be serviced efficiently by the franchisee. If so, the product purchase obligation would be adjusted accordingly. If You are not in breach of the Agreement and except as provided below, We will not locate or open a competitive business under the Marks and using the System in Your Territory, either company-owned or franchised, during the term of the Agreement.

We will not solicit or accept orders from customers inside Your Territory except as provided below and with the exception of national or regional customers such as modular and manufactured home builders ("Modular or Manufactured Home Builders"), and all their divisions and subsidiaries, to which we have the right to solicit and sell products, all without compensation to Franchisees within whose Territory such a customer is located or does business. You may not solicit business from our national and regional customers without our express written consent, which we may grant or withhold at our sole discretion. If You are not able to perform a project in Your Territory for any reason, including because of a conflict of interest or because You fail to respond to a customer requesting a quotation, We may assign the project to another franchisee, who may bid on and complete the project in Your Territory.

We have also established a program in which We will directly invoice modular and manufactured home installers ("MHI"s) in Your Territory who will purchase product directly from Us. Franchisee can identify MHIs in its Territory and present the potential MHI to Us for our evaluation as a participant in the program. We refer to this program as the "MHI Program." Franchisor will provide direct administrative support, invoicing, shipping, engineering, collections, financing and other required support directly to the MHI. Franchisor will ship products directly to the MHI customer. Franchisee will be paid a commission based on Our directly invoiced sales to the MHI in Your Territory for installation that occur inside your physical territory only. The commission that will be paid is equal to the difference in the Franchisee's cost of product on Franchisor's most recent price list and the MHI purchase price as determined by Us. Franchisee may continue to perform

modular and manufactured home installations inside the Territory you own but franchisee may not sell product directly to an MHI that is part of Our MHI.

We may acquire, whether through acquisition of assets or ownership interests, merger or otherwise (regardless of the form of transaction), other businesses that compete with You in Your Territory. Once acquired, We may continue to operate these businesses and may franchise, license, or create similar arrangements with respect to these competitive businesses, including in Your Territory. We may operate the competitive business either independent of the System, or in a manner of co-branding with the System, or the competitive business may be re-branded under the Marks or Your Licensed Business may be re-branded under the marks of the competitive business.

We may be acquired, whether through acquisition of assets, ownership interests, merger or otherwise (regardless of the form of transaction), by a business that competes with You in Your Territory. Once acquired, the acquiror may continue to operate its competitive businesses and may franchise, license, or create similar arrangements with respect to these competitive businesses, including in Your Territory. Acquiror may operate its competitive business either independent of the System, or in a manner of co-branding with the System, or the competitive business may be re-branded under the Marks or the Licensed Business may be re-branded under marks of a competitive business.

You may locate the Franchised Business at any location which may be within or outside of Your Territory. You may relocate the Franchised Business with Our prior approval. You may not operate outside of Your Territory. However, if a neighboring Territory is not licensed to another franchisee, You may operate in that Territory until it is franchised to a Licensee. You may not use other channels of distribution, such as the internet, catalogue sales, telemarketing or other direct marketing, to make sales outside of Your territory. We do not grant You with any options, rights of first refusal or similar rights to acquire additional franchises within the territory or contiguous territories except as set forth in this Item.

Except as described above, We and Our affiliate(s) will not establish other franchised or company-owned businesses within Your Territory using the Mark or under a different trademark. Neither We or Our Affiliate has used or reserves the right to use other channels of distribution, such as the Internet, catalogue sales, telemarketing, or other direct marketing, to make sales within Your Territory of products or services under Our principal trademark or under different trademarks different from the ones You will use under the Franchise Agreement. Your continued Territory rights are affected by Your market penetration.

We may terminate Your Franchise Agreement if you fail to meet the following required minimum purchases of Franchisor manufactured products in any given year for each franchise territory you own. Each year below refers to the 12-month period that begins on the date You and We sign the Franchise Agreement.

Minimum Required Yearly Purchases of Franchisor's Manufactured Products

- Year 1 - \$15,000
- Year 2 - \$25,000
- Year 3 - \$35,000
- Year 4 - \$45,000
- Year 5 - \$50,000

(10% yearly incremental increase of the then-current franchise agreement after Year 5)

In the event of the assignment of the Franchise Agreement, the assignee assumes the assignor's Minimum Purchase Requirement at the time of the assignment.

If You are in full compliance with the Agreement and with the Manual, We may permit You to acquire additional territories, although we are not required to do so.

The price of an additional territory is \$37,125. The purchase price for the additional territory is payable in full upon signature of a new franchise agreement for the additional territory.

Item 13. Trademarks

GoliathTech Inc. has obtained Principal Register federal registration or filed an application for registration for the following marks:

Trademark	Registration Number	Application Number	Registration/Filing Date	Status
GOLIATHTECH	5,760,127	86/298,133	May 28, 2019	REGISTERED
GOLIATHTECH	5,045,694	86/978,707	September 20, 2016	REGISTERED
GOLIATHTECH	7,046,767	97/283,244	May 9, 2023	REGISTERED
GOLIATHTECH PRESTIGE	7,764,421	79/389,581	April 22, 2025	REGISTERED
GOLIATHTECH VENTURA	7,764,440	79/390,518	April 22, 2025	REGISTERED

No affidavits are currently due. We are not aware of any opposition to our registrations, and none have been filed with the United States Patent and Trademark Office.

No trademarks have been renewed.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court, any pending infringement, opposition or cancellation proceedings. There are no currently effective agreements that significantly limit the franchisor's right to use or license the use of the trademarks listed in this section in a manner material to the franchise.

You must inform Us if You become aware of any misuse or misappropriation of the Marks or anything confusingly similar. You may not start any litigation relating to the wrongful use of the Marks without Our prior written approval. We may take whatever action We deem appropriate to protect or defend the Marks or System, but the Franchise Agreement does not require us to

defend or indemnify You or take any action in the event of a trademark infringement claim is asserted against You.

If a third party sues You claiming that You are infringing the trademark or trade name of the third party by using the Marks, You must inform Us immediately. We will indemnify You as to that claim only and have the right to control the litigation or administrative proceedings.

It may become necessary in Our sole discretion, because of trademark litigation, a decision of the Patent and Trademark Office, or otherwise, to change, modify, or discontinue the Marks. In that event, You must immediately adopt the new or revised Marks and Our maximum liability, including for any purported goodwill, is to reimburse You for the actual out-of-pocket costs of changing the principal signs identifying Your Premises.

We are not aware of any superior prior rights or infringing uses that could materially affect Your use of the Marks in the state where the franchise will be located.

Item 14. Patents, Copyrights and Proprietary Information

We have filed the following applications with the U.S. Patent and Trademark which are material to the franchise:

Patent / Design	Application No.	Filing Date	Patent Reg. No.	Grant Date	Title	Status
Design	29/471,020	10/28/2013	D735,569	8/4/2015	Pile Head Connector	Issued
Design	29/471,021	10/28/2013	D735,896	8/4/2015	Helix Adaptor For A Pile	Issued
Design	29/502,013	9/10/2014	D754,880	4/26/2016	Fence Post Adaptor	Issued
Patent	14/423,878	2/25/2015	9,631,335	4/25/2017	Pile, Pile Head And Connector Therefor	Issued
Patent	15/457/381	3/13/2017	10,400,413	9/3/2019	Pile, Pile Head And Connector Therefor	Issued
Patent	15/814,907	11/16/2017	10,487,469	11/26/2019	Mobile Home Support Assembly	Issued
Patent	16/676,612	11/07/2019	10,870,963	12/22/2020	Mobile Home Support Assembly	Issued

Patent / Design	Application No.	Filing Date	Patent Reg. No.	Grant Date	Title	Status
Patent	17/090,582	11/05/2020	11,299,863	4/12/2022	Mobile Home Support Assembly	Issued
Patent	16/059,618	08/09/2018	10,982,460	4/20/2021	Support Apparatus For Supporting A Headstone	Issued
Patent Application	63/451,018	3/9/2023	N/A	N/A	Support Assembly For A Building Structure	Pending
Patent Application	63/540,698	9/27/2023	N/A	N/A	Open Platform for Moving a Manufactured Building	Pending
Patent Application	17/064,881	10/17/2020	N/A	N/A	Device and Method for Moving a Building Module Along the Ground	Pending

All Issued Patents have a duration of 20 years from the Issuance Date.

There are no material determinations of the United States Patent and Trademark Office, or a court regarding the patent applications. There are no agreements that limit the use of the patent applications. We know of no infringement that could materially affect the franchise.

If a third party sues You claiming that You are infringing the patent rights of the third party by selling the helical piles or other proprietary items We require You to purchase from us, You must inform Us immediately. We will indemnify You as to that claim and We will have the right to control the litigation or administrative proceedings.

It may become necessary in Our sole discretion, because of patent litigation, a decision of the Patent and Trademark Office, or otherwise, to modify or discontinue using Our proprietary helical piles. In that event, You must immediately discontinue your promotion, sale or installation of the piles and Our maximum liability, including for any purported goodwill, is to repurchase all of the effected product from You at cost.

We are not aware of any superior prior rights or infringing uses that could materially affect Your use of the patented products in the state where the franchise will be located.

We claim copyright protection and will continue to claim copyright protection of the Manual and revisions of all Manuals and Handbooks and construction plans loaned to You, and all training materials We provide or sell to You and Your employees. We have not registered any copyrights but may in the future.

The Manual(s), the contents of each, and certain other information We will provide to You, including certain methods, marketing and sales strategies and annual reports on marketing funds expenditures, if required, are all confidential trade secrets. All information We provide to You or which You develop in the course of performing under the Franchise Agreement which is not generally available to the public and which a competitor might find valuable are trade secrets. If We designate something as a “Trade Secret”, You must treat it as a Trade Secret whether or not it would otherwise meet any definition of “Trade Secret”. You are responsible for protecting all trade secrets and other confidential and proprietary information and You cannot transfer them or sell them to anyone at any time. You must require Your Manager(s) and other employees who have access to Trade Secrets to comply with Your obligations under the Franchise Agreement to protect Our Trade Secrets. The Franchise Agreement does not require Us to take any action to protect Our copyrighted information.

Item 15. Obligation to Participate in the Actual Operation of the Franchised Business

You must either devote Your full time and effort to managing and operating the Licensed Business or delegate its management or operation to a responsible person that We have approved. You must reserve and exercise ultimate authority and responsibility over operation and management of the Licensed Business. If You delegate management and operation to a Manager, the Manager must first successfully complete Our initial training program within sixty days after assuming the role of Manager. If You are a corporation or other entity, each owner must personally guaranty the Agreement and the entity must designate a competent Manager. We do not require the designated Manager to be an equity owner of the franchised business. You or a designated Manager must be responsible for business operations and management. You must require each Manager and employee to whom You disclose our trade secrets to be subject to the trade secrets section of the Franchise Agreement (Franchise Agreement – Article 5). You must require every Manager and employee with access to trade secrets or confidential information to sign a confidentiality agreement (See Addendum E to the Franchise Agreement). The current form of confidentiality agreement is Addendum E to the Franchise Agreement.

Item 16. Restrictions on What the Franchisee May Sell

You may offer for sale only products and services We approve and manufacture. We may revoke approval of any goods or services that we have previously approved, upon reasonable advance notice to You. You must offer the sale and installation of helical piles (screw piles) operating under Our Marks and following Our System and manufactured by GoliathTech Inc. You must sell all products and services as we direct. Franchisee shall make its best efforts to market Franchisor’s products to all potential channels and business types as Franchisor may direct. Any effort by Franchisee to offer product to any one specific channel or customer type to the exclusion of all others is a material breach of the Franchise Agreement.

You must purchase exclusively all products from Us including the piles, the drills to install the piles and all other products on our product list. You may not re-sell our products but only use them for installations you perform. You must obtain other supplies and equipment from suppliers We select or approve. We have sole discretion in determining what constitutes the GoliathTech image. The image is constantly evolving as markets change.

We may change the System or any part of the System at any time, and as changed it will remain the System. We own any improvements or changes in the System whether We, You or other franchisees develop them and have the right to adopt and perfect such improvements or changes

without compensating You. If We modify the System, You must, at Your own expense, adopt and use the modification(s) as if they were part of the System at the time You signed the Agreement. There are no restrictions on Our right to modify the types of goods and services You will offer except that You will remain primarily offering and installing helical piles.

Item 17. Renewal, Termination, Transfer and Dispute Resolution

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise Agreement	Summary
a.	Length of the Franchise Term	Article 1	5 years
b.	Renewal or extension of the term	Article 9	If You are in good standing and We continue the franchise system in Your area, We may permit You to renew for successive 5-year terms under the then-current agreement, which may be materially different than the agreement We are now offering.
c.	Requirements for Franchisee to renew or extend	Article 9	Be in good standing with Us, sign new agreement which may contain materially different terms and conditions as Your original agreement, update or replace signs and equipment, retain Premises, give 12 months' notice and pay a fee of not more than 25% of the then-current Initial Fee.
d.	Termination by Franchisee	None	Franchisee may terminate only as provided by law.
e.	Termination by Franchisor without cause	Not Applicable	
f.	Termination by Franchisor with cause	Article 15	We may terminate only for cause. We may, in lieu of terminating Your franchise, terminate Your territorial rights and leave Your franchise in full force and effect; however, terminating Your territorial rights does not limit Our rights thereafter to terminate Your franchise for the same or a different cause.
g.	"Cause" defined—curable defaults	Article 15	You have 72 hours to cure: failure to pay Us or another GoliathTech franchisee; unauthorized

	Provision	Section in Franchise Agreement	Summary
			assignment; abandonment (even if unintentional); You become insolvent; failure to pay any taxes before delinquent; sublicensing of Marks; impasse among owners of Franchise; refusal to permit an audit; violation of any law or rule (including any health codes, rules or regulations); conviction of a felony; failure to operate properly using the Marks; unethical or dishonest business dealings; failure to maintain insurance; failure to timely deliver estoppel certificate; or termination of any other agreement between You and Us for cause; failure to meet the minimum annual product purchase requirement. You have 30 days to cure any breach of the Agreement for which the Agreement does not specify a shorter period.
h.	“Cause” defined—non-curable defaults	Article 15	Non-curable defaults: repeated defaults, even if cured; You are adjudged bankrupt; assignment for benefit of creditors; abandonment of business; convicted or plead guilty to violating law relating to Licensed Business.
i.	Franchisee’s obligations on termination or on-renewal	Articles 16 & 17	No further use of Marks, telephone numbers, telephone listings, computer software, trade secrets or the Manual; certain notification obligations; payment of sums due to Us; We have option to lease or assume lease for Your Premises; sign document(s) to transfer telephone numbers; continuing royalties on pending sales, if any; and We have option to purchase any part of Your business assets. If We elect to assume Your lease and to operate a GoliathTech business from Your Premises, You must cooperate in a changeover procedure, including notifying the landlord of the change of tenant, conducting an inventory, permitting Us to use Your furniture, fixtures and equipment for up to 60 days, and permitting Us to communicate directly with Your employees, vendors and customers in order to facilitate a smooth transition.

	Provision	Section in Franchise Agreement	Summary
j.	Assignment of contract by Franchisor	Articles 12, 14 & 20	No restriction on Our right to assign except that if Our assignee assumes all Our obligations to You then We are free of further liability to You.
k.	“Transfer” by Franchisee—defined	Articles 11, 12, 13 & 14	Includes any assignment, transfer, sale, sublease or encumbrance of the Agreement, the Franchise, the assets of Your business, the Premises, or of any ownership interest in the Franchisee if You are a corporation, partnership or limited liability company or other form of Entity.
l.	Franchisor approval of transfer by franchisee	Articles 11, 12, 13 & 14	Franchisor has the right to approve or disapprove all transfers.
m.	Conditions for Franchisor approval of transfer	Articles 11, 12, 13 & 14	You are current in all fees to Us; You are not in material breach of the Agreement; You have paid all debts of Your business; new Franchisee signs release of claims against Us for representations You made; You sign a mutual termination and release of the Agreement; We receive transfer fee (20% of the then-current Initial Fee); new Franchisee assumes the remaining term of the Franchise Agreement and the assignor’s Minimum Product Purchase Requirement; new Franchisee qualifies; new Franchisee successfully completes initial training program; new Franchisee obtains rights to Your Premises lease, if applicable; and We receive 30 day right of first refusal. The fee to transfer to an entity with identical ownership is \$500.
n.	Franchisor’s right of first refusal to acquire Franchisee’s business	Article 12 & 17	We may match any offer for Your business.
o.	Franchisor’s option to purchase Franchisee’s business	Article 17	On termination, we may purchase any part of Your business at the fair market value of the tangible personal property purchased.
p.	Death or disability of Franchisee	Articles 12 & 13	Your heirs or personal representative must, within 90 days, either (i) request the right to continue to operate the business, subject to Article 13 of the Agreement except that no transfer fee will be payable, or (ii) sell the

	Provision	Section in Franchise Agreement	Summary
			Licensed Business to a third party, subject to Article 13 of the Agreement. If We deny a request to continue to operate the business, the 90 days to sell begins on the date of Our denial. The same applies if You become disabled as defined in Article 13.03 of the Agreement.
q.	Non-competition covenants during the term of the franchise	Article 16	Each of the franchisee, the designated operator of any partner, director, officer, director or shareholder of the franchisee and anyone with any interest of any nature whatsoever, direct or indirect, in the franchisee covenants and agrees hereby will not, directly or indirectly, either for himself or on behalf of or in conjunction with any other person, partnership, association or corporation, own, maintain, engage in, lend money, lend his name, endorse any debt or obligation, assist or assistance, to be used, perform, participate in or have an interest of any nature whatsoever to, or in any business of which all or a portion substantial activity is in operation, the concession and / or franchising a business of manufacturing and installation of helical piles or structural support systems that are similar in design to the helical piles we manufacture and sell to You (subject to state law).
r.	Non-competition covenants after the franchise is terminated or expires	Article 16	During the term and for a period of two (2) years after any termination of this Agreement, each of the franchisee, the designated operator of any shareholder, director, officer, director or shareholder of the franchisee or any person with any interest, direct or indirect, of any kind, in the franchisee shall not: (a) divert or attempt to divert any business or any current or potential customer of the franchise business to any competitor directly or indirectly, or (b) employ or seek to employ any person who, at that time or at any time during the six (6) months earlier, is or was employed by the franchisor or by one of its franchisees, or otherwise encourage, directly or indirectly, such person to leave his job, except with the prior written consent of the franchisor and employer of that person; (c) use for any purpose other than for the sole purpose of the

	Provision	Section in Franchise Agreement	Summary
			operation of the franchised business, disclose or communicate to any person other than the franchisor, for any reason whatsoever, unless forced to do so by a specific law or by court order, any confidential information relating to the affairs of the franchised business, the franchisor or other franchisees of the franchisor or the contents of the Operations Manual, the present provision to customers, suppliers, price lists, competitors, samples, trade secrets, market studies and other accounting data, all rights reserved, names and addresses of employees, description of equipment and affairs of the franchised business, the franchisor and any another franchisee of the franchisor; (d) engage in the business of the sale or installation of structural support systems or engage in the business of offering or supporting franchises that engage in the business of the sale or installation of helical piles or structural support systems that are similar in design to the helical piles we manufacture and sell to You, within the Franchisee's Territory or former Territory or within a 25-mile radius of the Territory (subject to state law).
s.	Modification of the agreement	Article 20	Only by written agreement, We may modify Manual at any time.
t.	Integration/merger clause	Section 20.12	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable. No provision of the Franchise Agreement may disclaim or require the Franchisee to waive reliance on the representations made in the Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Article 18	Except for actions for the sole purpose of collecting unpaid monies, including franchise fees, royalties or Marketing Fees or to enforce trademark or trade secret rights and covenants against competition, We will settle all disputes with You by Arbitration, which will only occur

	Provision	Section in Franchise Agreement	Summary
			after the parties try informally to resolve the dispute and participate in mediation.
v.	Choice of forum	Articles 18 & 20	Litigation or arbitration must be in the Province of Quebec, Canada (subject to applicable state law).
w.	Choice of law	Article 20	Canadian law applies (subject to applicable state law).

Item 18. Public Figures

We do not currently use any public figure to promote Our franchise.

Item 19. Financial Performance Representations

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing. If You are purchasing an existing outlet, however, We may provide You with the actual records of that outlet. If You receive any other financial performance information or projections of Your future income, You should report it to our management by contacting Julian Reusing, 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada. Toll Free 855-743-4777, the Federal Trade Commission, and the appropriate state regulatory agencies.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Item 20. Outlets and Franchisee Information

TABLE NO. 1

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2022	108	101	-7
	2023	101	97	-4
	2024	97	107	10
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	108	101	-7
	2023	101	97	-4
	2024	97	107	10

Notes:

1. Our fiscal year ends on 1/31; the annual information in the Item 20 charts for each year reflect results through 1/31 of the following year.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

TABLE NO. 2

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

State	Year	Number of Transfers
Alaska	2022	0
	2023	1
	2024	0
Idaho	2022	1
	2023	0
	2024	0
New Hampshire	2022	0
	2023	1
	2024	0
North Carolina	2022	1
	2023	0
	2024	0
Wyoming	2022	1
	2023	0
	2024	0
Vermont	2022	0
	2023	0
	2024	1
Total	2022	3
	2023	2
	2024	1

TABLE NO. 3

**Status of Franchised Outlets
For years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
AL	2022	2	0	0	0	0	0	2*
	2023	2	0	0	0	0	0	2*
	2024	2	0	0	2	0	0	0
AK	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
AZ	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
CA	2022	5	0	0	0	0	0	5
	2023	5	0	2	0	0	0	3
	2024	3	0	1	0	0	0	2
CO	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
CT	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
DE	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
FL	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	1	0	0	2
GA	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
ID	2022	3	0	0	0	0	1**	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
IL	2022	3	0	0	2	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	2023	1	0	0	1	0	0	0
	2024	0	0	0	0	0	0	0
IN	2022	0	1	0	0	0	0	1
	2023	1	2	0	0	0	0	3
	2024	3	0	0	0	0	0	3
IA	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
KS	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
KY	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
LA	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
MA	2022	11	2	0	0	0	0	13
	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
ME	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
MI	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
MO	2022	3	0	0	1	0	0	2
	2023	2	0	0	2	0	0	0
	2024	0	0	0	0	0	0	0
MN	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
	2024	12	0	0	0	0	0	12
MT	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	2024	1	2	0	0	0	0	3***
NH	2022	3	0	0	2	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NJ	2022	11	0	6	0	0	0	5
	2023	5	0	0	5	0	0	0
	2024	0	0	0	0	0	0	0
NM	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NV	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
NY	2022	6	2	1	0	0	0	7
	2023	7	1	0	0	0	0	8
	2024	8	0	0	0	0	0	8
NC	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
ND	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
OH	2022	2	0	0	2	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
OR	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
PA	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
RI	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
SC	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
SD	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
TN	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
TX	2022	0	3	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	9	0	0	0	0	12
UT	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
VA	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
VT	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	3****	1
WA	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
WI	2022	7	0	0	1	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
WY	2022	1	0	0	0	0	1**	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
TOTAL	2022	108	11	8	8	0	2	101
	2023	101	6	2	8	0	0	97
	2024	97	17	1	3	0	3	107

* We previously listed that there is one unit in Alaska in 2022 and 2023 consisting of one franchise agreement for one-third of a territory and one franchise agreement for two-thirds of a territory with two different franchisees. We are now reporting these franchises as two units.

** We have listed an Idaho unit in 2022 as having ceased operations to reflect that an Idaho franchisee transferred a unit to a new franchisee and the territory of the transferred unit was integrated into the territory of the new franchisee's unit. We have listed a Wyoming unit as having ceased operations in 2022 to reflect that one-half of Wyoming was transferred to an existing franchisee in Utah and the other half was transferred to an existing franchisee in Idaho. In both cases the Wyoming territory was added to a franchise agreement for territory in their home state. The end result is that we have two less units.

*** Note that each of the units in Montana consist of one-third of a territory.

**** We have listed three Vermont units as having ceased operations in 2024 to reflect that a Vermont franchisee with four units rolled them into one unit at the time the franchisee transferred them to a third party. There is now one large unit in Vermont with four territories.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

TABLE NO. 4

**Status of Company-Owned Outlets
For years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
None	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

TABLE NO. 5

Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In This Fiscal Year (2025)	Projected New Company-Owned Outlet In This Fiscal Year (2025)
Arizona	0	1	0
California	0	1	0
Florida	0	1	0
Georgia	0	1	0
Illinois	0	1	0
Kentucky	0	1	0
Louisiana	0	0	0
Maryland	0	1	0
Mississippi	0	1	0
Montana	0	0	0
New Jersey	0	1	0
New York	0	0	0
Nevada	0	1	0
Ohio	0	1	0
Oklahoma	0	1	0
Pennsylvania	0	1	0
South Carolina	0	1	0
North Caroline	0	0	0
Texas	0	0	0
West Virginia	0	1	0
Wisconsin	0	1	0
TOTAL	0	16	0

No franchisees have signed confidentiality clauses during the last three fiscal years. There are no trademark-specific franchisee organizations associated with Our franchise system.

The name of each of our current franchisees, including those who have signed Franchise Agreements but are not yet open, and the address and telephone number of each of their outlets as of the end of our last fiscal year (unless another date is stated on the list) is attached as Exhibit D to this Disclosure Document. The name and last known city and state, and the current business

telephone number (or, if unknown, the last known home telephone number) of every franchisee within the most recently completed fiscal year who has transferred an outlet or had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document is attached as Exhibit D to this Disclosure Document.

If You purchase this franchise Your contact information may be disclosed to other buyers when You leave the franchise system.

Item 21. Financial Statements

Exhibit A contains Our Financial Statements consisting of Our audited financial statements, as of January 31, 2023, January 31, 2024 and January 31, 2025. Our fiscal year ends on January 31.

Item 22. Contracts

We urge You to read all of the contracts and agreements carefully. This Franchise Disclosure Document cannot possibly contain all of the terms of the various agreements. It is important that You understand all of those terms. We have attached the following contracts and agreements:

- Exhibit B – Franchise Agreement with:
 - Addendum A, Location of Licensed Business
 - Addendum B, Territory
 - Addendum C, Assignment of Telephone Number
 - Addendum D, Personal Guaranty
 - Addendum E, Trade Secrets & Confidentiality Agreement
 - Addendum F, Mutual Termination and Release Agreement
- Exhibit I – Statement of Prospective Franchisee

Item 23. Receipts

A receipt for this Franchise Disclosure Document is attached at the end of this document. You must remove one copy, sign it and return it to Us.

**EXHIBIT A TO THE DISCLOSURE DOCUMENT
FINANCIAL STATEMENT**

GoliathTech Inc.
A Canadian Corporation

Financial Statements

See attached.

GoliathTech Inc.

Consolidated Financial Statements
January 31, 2025 and 2024
(expressed in United States dollars)



Report of Independent Auditors

To the Shareholders of GoliathTech Inc.

Opinion

We have audited the accompanying consolidated financial statements of GoliathTech Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of January 31, 2025 and 2024, and the related consolidated statements of shareholder's deficiency, income and comprehensive income and cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Substantial Doubt about the Company's Ability to Continue as a Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the consolidated financial statements, the Company has incurred a net loss, has a net capital deficiency and cash outflows from operating activities and has stated that substantial doubt exists about its ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

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

PricewaterhouseCoopers LLP
1250 René-Lévesque Boulevard West, Suite 2500, Montréal, Quebec, Canada H3B 4Y1
T.: +1 514 205 5000, F.: +1 514 876 1502, Fax to mail: ca_montreal_main_fax@pwc.com



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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

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

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

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

/s/PricewaterhouseCoopers LLP¹

Montreal, Quebec, Canada
April 30, 2025

¹ CPA auditor, public accountancy permit No. A116819

GoliathTech Inc.
Consolidated Balance Sheet
As of January 2025 and 2024

(expressed in United States dollars)

	2025	2024
	\$	\$
Assets		
Current assets		
Cash	253,605	1,569,838
Accounts receivable (note 3)	2,693,991	1,578,129
Sales taxes receivable	68,417	142,060
Inventories (note 4)	3,047,121	3,053,217
Prepaid expenses	366,505	337,367
Deferred commissions	27,311	26,235
	<hr/>	<hr/>
	6,456,950	6,706,846
Long-term portion of deferred commissions	41,259	32,765
Deposit	75,946	82,693
Future Income Tax (note 13)	-	122,603
Property, plant and equipment (note 5)	367,830	392,329
Right-of-use assets (note 6)	6,921,439	8,443,870
Intangible assets (note 7)	1,317,038	1,128,328
Goodwill (note 7)	-	959,994
	<hr/>	<hr/>
	15,180,462	17,869,428
	<hr/>	<hr/>

The accompanying notes are an integral part of these consolidated financial statements.

GoliathTech Inc.Consolidated Balance Sheet . . . *continued*

As of January 2025 and 2024

(expressed in United States dollars)

	2025 \$	2024 \$
Liabilities		
Current liabilities		
Bank loan (note 8)	1,785,677	1,720,534
Accounts payable and accrued liabilities (note 9)	2,025,209	1,561,163
Current portion of deferred revenue	546,753	406,584
Deferred revenue	20,952	30,652
Current portion of loans from shareholders	201,665	149,287
Current portion of long-term debt (note 10)	698,792	1,194,065
Current portion of lease liabilities (note 11)	788,583	790,488
	<u>6,067,631</u>	<u>5,852,773</u>
Deferred revenue	1,578,063	1,040,160
Long-term debt (note 10)	1,034,827	513,726
Lease liabilities (note 11)	6,402,121	7,722,022
Loans from shareholders , bearing interest at 5.50% payable monthly, and without specified repayment terms	<u>3,181,152</u>	<u>3,439,785</u>
	<u>18,263,794</u>	<u>18,568,466</u>
Shareholders' Deficiency		
Share capital (note 12)	1,486,445	1,619,971
Deficit	(5,355,989)	(2,932,916)
Accumulated other comprehensive income	<u>786,212</u>	<u>613,907</u>
	<u>(3,083,332)</u>	<u>(699,038)</u>
	<u>15,180,462</u>	<u>17,869,428</u>

The accompanying notes are an integral part of these consolidated financial statements.

GoliathTech Inc.**Consolidated Statements of Shareholders' Deficiency****For the years ended January 31, 2025 and 2024**

(expressed in United States dollars)

	Share capital \$	Deficit \$	Accumulated other comprehensive income \$	Total shareholders' deficiency \$
Balance – January 31, 2023	1,619,565	(2,803,381)	135,982	(1,047,834)
Net income for the year	-	2,554,990	-	2,554,990
Dividend	-	(2,684,525)	-	(2,684,525)
Dividend refund	-	449,417	-	449,417
Non-eligible refundable dividend tax on hand	-	(449,417)	-	(449,417)
Other comprehensive loss	-	-	477,925	477,925
Issuance of share capital	406	-	-	406
Balance – January 31, 2024	1,619,971	(2,932,916)	613,907	(699,038)
Net loss for the year	-	(2,423,073)	-	(2,423,073)
Other comprehensive loss	-	-	172,305	190,641
Issuance of share capital	69	-	-	69
Share redemption	(133,595)	-	-	(133,595)
Balance – January 31, 2025	1,486,445	(5,355,989)	786,212	(3,083,322)

The accompanying notes are an integral part of these consolidated financial statements.

GoliathTech Inc.**Consolidated Statements of Income and Comprehensive Income
For the years ended January 31, 2025 and 2024**

(expressed in United States dollars)

	2025	2024
	\$	\$
Revenue		
Product sales (Note 22)	12,479,208	11,776,669
Franchise revenue (Note 22)	<u>1,390,996</u>	<u>926,268</u>
	13,870,204	12,702,937
Cost of goods sold (Notes 17 and 22)	<u>8,027,748</u>	<u>7,276,493</u>
Gross profit	<u>5,842,456</u>	<u>5,426,444</u>
Operating expenses		
Selling expenses (Note 18)	2,993,950	2,130,574
General and administrative expenses (Note 19)	3,753,849	3,016,376
Financial expenses (Note 20)	1,019,338	1,373,854
Goodwill impairment	<u>813,731</u>	<u>-</u>
	<u>8,580,868</u>	<u>6,520,804</u>
Operating loss	(2,738,412)	(1,094,360)
Other income (Note 21)	<u>435,394</u>	<u>3,891,444</u>
Net income (loss) before tax	(2,303,018)	2,797,084
Income Tax	120,055	242,094
Net income (loss) for the year	(2,423,073)	2,554,990
Other comprehensive income (loss)		
Foreign currency translation adjustment	<u>190,641</u>	<u>477,925</u>
Comprehensive income (loss)	<u>(2,232,432)</u>	<u>3,032,915</u>

The accompanying notes are an integral part of these consolidated financial statements.

GoliathTech Inc.**Consolidated Statements of Cash Flows****For the years ended January 31, 2025 and 2024**

(expressed in United States dollars)

	2025	2024
	\$	\$
Cash flows from		
Operating activities		
Net income (loss) for the year	(2,423,073)	2,554,990
Items not affecting cash		
Amortization of property, plant and equipment	1,190,298	971,313
Allowance and provision	11,859	(46,952)
Loss (gain) on disposal of immovable property	-	(3,633,804)
Loss (gain) on disposal of equipment	5,356	-
Amortization of intangible assets	103,023	89,245
Amortization of deferred transaction costs	1,698	1,235
Unrealized gain on foreign exchange	29,136	-
Goodwill impairment	813,731	-
Future income tax	119,169	(122,603)
	<u>(148,803)</u>	<u>(186,576)</u>
Changes in non-cash operating working capital items (note 14)	<u>(230,260)</u>	<u>1,009,429</u>
	<u>(379,063)</u>	<u>822,853</u>
Investing activities		
Acquisition of property, plant and equipment	(76,953)	(439,778)
Deposit on equipment	569	(13,943)
Acquisition of intangible assets	(390,318)	(353,622)
Acquisition of business	-	(1,384,382)
Net proceeds from sale of property, plant and equipment	871	10,557,902
	<u>(465,831)</u>	<u>8,366,177</u>
Financing activities		
Increase in bank loan	204,147	233,385
Increase in lease liabilities	-	238,237
Transaction costs	(1,505)	(36,154)
Repayment of lease liabilities	(772,718)	(226,838)
Repayment of long-term debt	(606,354)	(7,867,362)
Increase in long-term debt	725,531	820,145
Issuance / (redemption) of share capital	(133,527)	406
Increase in advances from shareholders	66,308	370,453
Dividend paid	-	(2,684,525)
	<u>(518,118)</u>	<u>(9,152,253)</u>
Effect of exchange rate changes on cash	<u>46,778</u>	<u>543,447</u>
Net change in cash during the year	(1,316,233)	580,223
Cash – Beginning of year	<u>1,569,838</u>	<u>989,615</u>
Cash – End of year	<u>253,605</u>	<u>1,569,838</u>
Additional information (note 14)		

The accompanying notes are an integral part of these consolidated financial statements.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

1 Description of the business

GoliathTech Inc. (the Company), incorporated under the Canada Business Corporations Act, is a manufacturer of helical screw piles. It operates its business through franchisees in different geographic locations.

2 Significant accounting policies

Basis of preparation

These consolidated financial statements have been prepared using accounting principles generally accepted in the United States of America (US GAAP) applicable to a going concern, which contemplates the realization of assets and settlement of liabilities in the normal course of business as they come due. In assessing whether the going concern assumption is appropriate, management considers all available information about the future, covering at least but not limited to 12 months from the date of issuance of these consolidated financial statements.

The Company achieved a net loss of \$1,341,075 and a negative cash flow of \$1,316,233, contributing to a cumulative deficit of \$4,273,990. The Company's ongoing ability to sustain growth and enhance its commercial operations depends significantly on its ability to secure sufficient funding through equity or debt issuances and to realize profitable operations, especially in managing tariffs. The successful execution of these strategies is crucial for generating enough cash flow from operations moving forward. Although the Company has managed to succeed in previous efforts, future success is not guaranteed.

The reliance on raising funds via equity or debt and achieving profitable operations amid tariff challenges raises substantial doubt about the Company's ability to meet its obligations as they become due, questioning the appropriateness of the going concern assumption. These consolidated financial statements do not incorporate adjustments necessary if the Company fails to realize its assets and settle its liabilities under going concern assumptions in routine operations. Such adjustments could be significant.

Basis of consolidation

GoliathTech Properties Inc. was set up for the sole purpose of purchasing a building which was planned to be used by the Company. As a result, GoliathTech Properties Inc. is considered a variable interest entity (VIE) for the purposes of consolidation.

The consolidated financial statements reflect the financial position and operating results of the Company, including the wholly owned subsidiaries that its parent controls.

The Company's parent subsidiaries are GoliathTech Direct Inc., GoliathTech UK Ltd., GoliathTech Properties Inc. and Godzi-Tek Metal Inc.; therefore, the Company is exposed to substantially all the risks and rewards of these subsidiaries.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

Revenues and expenses of subsidiaries are included in the consolidated statement of income and comprehensive income from the effective date of acquisition. The subsidiaries are consolidated from the acquisition date until the date on which the Company ceases to control them.

All intercompany transactions, balances, revenues and expenses are eliminated in full upon consolidation.

Business combinations

The Company accounts for acquired businesses using the acquisition method of accounting in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 805, Business Combinations. The consideration transferred for the acquisition is the fair value of the assets transferred, liabilities incurred, and the equity interest issued. The consideration transferred includes the fair value of any asset or liability resulting from a contingent consideration arrangement. Acquisition-related costs are expensed as incurred. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are measured initially at their fair value at the acquisition date.

Reporting currency

Before being consolidated, the assets and liabilities of the subsidiary GoliathTech UK have been first translated from their functional currency, the British pound, at the rate of GBP 1.0000 to CA\$ 1.7984 and, for the year ended January 31, 2025 (2023 – GBP1.000 to CA\$ 1.703), the consolidated statements of shareholders' deficiency, income and comprehensive income and cash flows have been translated at the average rate for the year of GBP1.0000 to CA\$1.7568 (2024 – GBP1.0000 to CA\$ 1.6838) .

The consolidated financial statements have been translated from their functional currency, the Canadian dollar, into the reporting currency, the US dollar, using the current rate method. Under this method, as of January 31, 2025, the Company's assets and liabilities have been translated at the rate of US\$1.0000 to CA\$1.4484 (2024 – US\$1.0000 to CA\$1.3397) and, for the year ended January 31, 2025, the consolidated statements of shareholders' deficiency, income and comprehensive income and cash flows have been translated at the average rate for the year of US\$1.0000 to CA\$1.3779 (2024 – US\$1.0000 to CA\$1. 3497).

Exchange gains and losses arising from this translation are included in the consolidated statement of income and comprehensive income as foreign currency translation adjustment.

Cash

Cash comprises current bank accounts.

Government assistance

Government assistance is recorded in the consolidated financial statements when there is reasonable assurance that the Company has complied with, and will continue to comply with, all conditions necessary to obtain the assistance.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

The Company incurs research and development expenditures, which are eligible for investment tax credits. The recorded investment tax credits are based on management's estimates of amounts expected to be recovered and are subject to audit by taxation authorities. Government assistance, including investment tax credits for research and development, is reflected as a reduction in the cost of the assets or expenses to which it relates.

Inventories

Raw materials, work in progress and finished goods are valued at the lower of cost or net realizable value. Cost is determined on the first-in, first-out basis. The cost of work in progress and finished goods includes the cost of raw materials and the applicable share of the cost of labour and fixed and variable production overheads. Net realizable value is the estimated selling price less the estimated cost of completion and the estimated costs necessary to make the sale. Any writedown of inventory to its net realizable value is recognized as an expense in the period. When the net realizable value subsequently increases, the previously recognized impairment loss is reversed and recognized as a reduction in the amount of inventories expensed to cost of goods sold in the period the reversal occurs.

Fair value measurements

The Company applies ASC 820, Fair Value Measurements, which defines fair value and establishes a framework for measuring fair value and making disclosures about fair value measurements. ASC 820 establishes a hierarchical disclosure framework which prioritizes and ranks the level of market price observability used in measuring financial instruments at fair value. Market price observability is impacted by a number of factors, including the type of financial instruments and the characteristics specific to them. Financial instruments with readily available quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value.

Financial instruments measured and reported at fair value are classified and disclosed in one of the following categories:

- Level I – A quoted price in an active market provides the most reliable evidence of fair value and is used to measure fair value whenever available.
- Level II – Pricing inputs are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies.
- Level III – Pricing inputs are unobservable inputs for the financial instruments and include situations where there is little, if any, market activity for them. The inputs into the determination of fair value require significant management judgment or estimation.

Fair value of financial instruments

The carrying amounts of cash, bank loan, accounts receivable, accounts payable and accrued liabilities and current portion of long-term debt are a reasonable estimate of their fair values because of their short-term maturity.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

Transaction costs are added to the carrying value of the asset or netted against the carrying value of the liability and are then amortized over the expected life of the instrument using the straight-line method which approximates the effective interest method.

The carrying value of long-term debt excluding reduction for deferred transaction costs approximates fair value as the terms and conditions are comparable to those that the Company could get on the market. As for the loans from shareholders, since the repayment terms are not fixed or determined, the fair value of the loans cannot be determined.

Change in estimate of amortization useful life periods

The Company reassessed its estimates for several asset classes of property, plant and equipment and intangible assets with respect to their useful life periods. The Company applied the change in estimate prospectively.

Property, plant and equipment

Property, plant and equipment are recorded at cost. Amortization is calculated based on the following method and periods:

	Method	Period
Computer equipment	Straight-line	5 years
Leasehold improvements	Straight-line	10 years
Office furniture	Straight-line	10 years
Plant equipment	Straight-line	8 years
Plant furniture	Straight-line	7 years
Plant tools	Straight-line	7 years
Production equipment	Straight-line	10 years
Rolling stock	Straight-line	7 years
Signs	Straight-line	10 years

Intangible assets

Intangible assets are recorded at cost. Amortization is calculated based on the following method and periods:

	Method	Period
Certification	Straight-line	20 years
Patents	Straight-line	20 years
Software	Straight-line	5 years
Trademark	Straight-line	10 years

Long-lived assets such as property, plant and equipment and intangible assets are tested for impairment whenever events or changes in circumstances indicate that their carrying amount may not be recoverable. An impairment loss is recognized when their carrying value exceeds the total undiscounted cash flows expected from the use and eventual disposition of the item. The amount of the impairment loss is determined as the excess of the carrying value of the asset over its fair value at the date of impairment.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

Goodwill

In testing for impairment, goodwill acquired in a business combination is allocated to the CGUs that are expected to benefit from the synergies of the business combination. In testing for impairment, trademarks and franchise rights are allocated to the CGUs to which they relate.

Income taxes

The Company accounts for its income taxes using the asset and liability method, whereby deferred tax assets and liabilities are determined based on temporary differences between the bases used for financial reporting and income tax reporting purposes. Deferred income taxes are provided based on the enacted tax rates in effect at the time such temporary differences are expected to reverse. A valuation allowance is provided for deferred tax assets if it is more likely than not that the Company will not realize those tax assets through future operations.

The Company recognizes the tax benefit from uncertain tax positions only if it is more likely than not that the tax positions will be sustained on examination by the tax authorities, based on the technical merits of the position. The tax benefit is measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

The Company recognizes interest and penalties related to income tax matters in income tax expense.

Foreign currency translation

Transactions concluded in currencies other than the functional currency are translated at the exchange rates in effect at the end of the year for monetary assets and liabilities, at historical rates for non-monetary items, and revenues and expenses are translated at the average rates for the year. Exchange gains and losses arising from such transactions have been included in the statement of income and comprehensive income.

Revenue recognition

a) Initial franchise fees

Initial franchise fees relate to the sale of an individual franchise or an area franchise. Revenue is recognized based on the various performance obligations. Performance obligations exist when:

- A contract includes promises to transfer goods or services to a franchisee;
- If those goods or services are distinct, the promises are performance obligations and are accounted for separately;
- Goods or services are distinct if the franchisee can benefit from the good or service on its own or together with other resources that are readily available to the franchisee and the Company's promise to transfer the good or the service to the franchisee is separately identifiable from other promises in the contract; and
- Promises to provide services might be implied by the Company's customary business practice if those practices create a reasonable expectation to the franchisee that the entity will transfer a service.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

The performance obligations include the equipment that a franchisee needs to start their operation, the right to perform work under the name of the franchise, minimum purchase requirements, a material right for renewal of contract and a material right for the purchase of additional territories. An allocation of the transaction price to the performance obligations in the contract is performed whereby the Company allocates the transaction price to each performance obligation in an amount that depicts the amount of consideration to which the entity expects to be entitled in exchange for transferring the promised services. The transaction price allocated to performance obligations is estimated using the residual approach.

The different performance obligations are accounted for as follows:

Initial franchise fee	Over the term of the contract
Equipment	When transferred to the franchisee
Minimum purchase requirement	When transferred to the franchisee
Material right for renewal	Deferred until the renewal is exercised or not
Material right for additional territory	Deferred until the additional territory is bought

There are 165 franchises and territories in operation as of January 31, 2025 (2024 – 152).

b) Product sales

The Company recognizes revenue when it has satisfied the performance obligation by transferring the promised good (i.e. an asset) to a customer. An asset is transferred when the customer obtains control of that asset.

Deferred revenue

Deferred revenue consists of unfulfilled obligations due to franchisees and payments received from the franchisees for the purchase of goods not delivered as of year-end.

Use of estimates

The preparation of the consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Management reviews its estimates on an ongoing basis, particularly as they relate to accounting for expected credit loss, useful lives of property, plant and equipment, impairment of long-lived assets, valuation of intangible assets and the cost and net realizable value of inventories, based on management's best knowledge of current events and actions that the Company may undertake in the future. Actual results could differ from those estimates.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

Leases

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842) (ASU 2016-02). The guidance in ASU 2016-02 supersedes the lease recognition requirements in ASC 840, Leases. ASU 2016-02 requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases, along with additional qualitative and quantitative disclosures.

A modified retrospective transition approach is required, applying the new standard to all leases existing at the date of initial application. The Company has chosen to use the effective date as the initial application. As a result, financial information will not be updated and the disclosures required under the new accounting standard will not be provided for dates prior to February 1, 2022. The adoption of this standard also resulted in a change in naming convention for leases classified historically as capital leases. These leases are now referred to as finance leases.

Under ASU 2016-02, a number of optional practical expedients are allowed to be elected. As a result of the elections taken, the Company will not reassess whether any expired or existing contracts are or contain leases, the lease classification for any expired or existing leases and whether there is any amount of initial direct costs for existing leases held.

The Company determines if an agreement contains a lease at its inception by evaluating if an identified asset exists that the Company controls for a period of time. Lease terms generally range from one to 7 years with options to renew for varying terms at the Company's sole discretion. The lease term includes the initial contractual term as well as any options to extend the lease when it is reasonably certain that the Company will exercise that option. If a lease exists, it is classified as either finance or operating, with a right-of-use (ROU) asset and a corresponding lease liability recognized on the lease commencement date. The Company has elected not to record leases with a term of 12 months or less in the consolidated balance sheets; the lease expense for these short-term leases are recognized on a straight-line basis over the lease term within the consolidated statements of income and comprehensive income. ROU assets and corresponding lease liabilities for finance leases are presented in the consolidated balance sheets.

ROU assets are based on the present value of the corresponding liabilities and are adjusted for any prepayments, lease incentives received or initial direct costs incurred. The measurement of our ROU assets and liabilities includes all fixed payments and any variable payments based on an index. Variable lease payments which do not depend on an index, or where rates are unknown, are excluded from lease payments in the measurement of the ROU asset and lease liability and are recognized as a lease expense in the period the obligation for those payments is incurred. The Company has elected to use each instrument's interest rate as its (refer to note 11) discount rate for all leases to calculate the present value of lease payments.

The lease arrangements can include fixed or variable non-lease components, and the Company accounts for each lease and any non-lease components associated with that lease as a single lease component for all asset classes.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

Recognition, measurement and presentation of expenses and cash flows arising from a lease will depend on the lease classification. Operating lease payments are charged on a straight-line basis to rent expense over the lease term and finance lease payments are charged to interest expense and amortization expense over the lease term. Assets under finance leases are amortized in accordance with the Company's normal depreciation policy for owned assets or over the lease term, if shorter operating lease expenses and finance lease amortization are presented in cost of sales or selling, general and administrative in the consolidated statements of income and comprehensive income depending on the nature of the leased item. Interest expenses on finance lease obligations are recorded over the lease term and are presented in interest expense, based on the effective interest method. All operating lease cash payments and interest on finance leases are presented within cash flows from operating activities and all finance lease principal payments are presented within cash flows from financing activities in the consolidated statements of cash flows.

Business combinations

The Company makes a number of key estimates when allocating fair values to the assets acquired and liabilities assumed in a business combination. Fair values of property, plant and equipment as well as intangible assets are estimated using valuation techniques. When there is a contingent consideration arrangement, management must also use its judgment in determining the amount of contingent consideration to be recognized as part of the business combination. Management estimates the fair value of future amounts to be paid to the seller under the terms of the agreements based on the likelihood that the conditions will be met for payment.

3 Accounts receivable

	2025 \$	2024 \$
Trade accounts receivable	2,595,432	1,408,759
Expected credit loss	(54,713)	(46,952)
Other receivables	43,085	63,010
Government assistance receivable	110,187	82,521
	<u>2,693,991</u>	<u>1,507,338</u>

4 Inventories

	2025 \$	2024 \$
Raw materials	384,403	623,336
Work in progress	396,778	422,513
Finished goods	2,265,940	2,007,370
	<u>3,047,121</u>	<u>3,053,219</u>

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

5 Property, plant and equipment

			2025	2024
	Cost \$	Accumulated amortization \$	Net \$	Net \$
Computer equipment	160,081	120,853	39,228	43,163
Leasehold improvements	3,284	273	3,011	-
Office furniture	98,039	69,667	28,372	36,536
Plant equipment	939,749	856,315	83,434	54,556
Plant furniture	408,953	270,880	138,073	200,292
Plant tools	193,453	162,167	31,286	33,041
Production equipment	43,561	40,104	3,457	8,447
Rolling stock	232,544	194,314	38,230	12,481
Signs	7,885	5,146	2,739	3,813
	2,087,549	1,719,719	367,830	392,329

Accumulated amortization of property, plant and equipment as of January 31, 2024 was \$1,629,448.

6 Right-of-use assets

The Company leases assets such as buildings, equipment and machinery, and vehicles. The following table provides supplemental balance sheet classification information related to leases:

	2025 \$	2024 \$
Right-of-use assets		
Cost	8,615,867	9,269,562
Accumulated amortization	1,694,428	825,692
Net	6,921,439	8,443,870

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

7 Intangible assets and goodwill**Intangible assets**

			2025	2024
	Cost	Accumulated	Net	Net
	\$	amortization	\$	\$
		\$		
Certification	902,352	157,578	744,774	652,454
Patents	555,704	128,885	426,819	361,935
Software	319,300	287,291	32,009	52,892
Trademark	216,825	103,389	113,436	61,047
	<u>1,994,181</u>	<u>677,143</u>	<u>1,317,038</u>	<u>1,128,328</u>

Accumulated amortization of intangible assets as of January 31, 2024, was \$626,095.

Amortization expense remaining relating to intangible assets, for each of the fiscal years 2026 through 2031 and thereafter is as follows:

	\$
2026	135,042
2027	135,042
2028	135,042
2029	135,042
2030	135,042
2031 and thereafter	<u>641,828</u>
	<u>1,317,038</u>

Goodwill

	2025	2024
	\$	\$
Balance at the beginning of the year	959,994	-
Acquisitions	-	959,994
Foreign currency translation adjustment	(146,263)	-
Impairment	(813,731)	-
Balance at the end of the year	<u>-</u>	<u>959,994</u>

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

As at January 31, 2025, goodwill was subject to annual impairment test. The fair value of the reporting unit was estimated using a market approach. As a result, the estimated fair value of the reporting unit was determined to be lower than its carrying amount. Accordingly, the company recognized a goodwill impairment loss of \$813,731 in the consolidated financial statements of year ended January 31, 2025.

8 Bank loan

The Company has an authorized line of credit of CA\$3,000,000 (\$2,071,251) (2024 – CA\$3,000,000 (\$2,239,308)), bearing interest at prime rate plus 0.50%, as of January 31, 2025 – 5.70% bearing interest at prime rate plus 0.50%, as of January 31, 2024 – 7.70%, of which CA\$414,000 (\$285,833) (2024 – CA\$695,000 (\$518,723)) remained unused as of year-end.

The Company also has an authorized derivative financial instrument global line of credit of CA\$300,000 (\$207,125) (2024-CA\$300,000 (\$223,930)), of which CA\$300,000 (\$207,125) (2024-CA\$300,000 (\$223,930)) remained unused as of year-end.

The two lines of credit are secured by a first rank mortgage of CA\$5,000,000 (\$3,452,085) over all assets, tangible and intangible, present and future, of the Company and by a suretyship of CA\$1,000,000 (\$690,417) given by a shareholder.

Under the terms of the lines of credit, the Company must meet certain financial and non-financial covenants. As of January 31, 2025, all such covenants were not met.

9 Accounts payable and accrued liabilities

	2025	2024
	\$	\$
Trade accounts payable	1,556,160	885,610
Accrued liabilities	86,079	-
Wages payable	379,202	254,856
Income Tax payable	3,768	420,697
	<hr/>	<hr/>
	2,025,209	1,561,163
	<hr/>	<hr/>

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

10 Long-term debt

	2025 \$	2024 \$
Loan of CA\$700,000, bearing interest at base rate plus 2.25% (9.10% as at January 31, 2025), payable in monthly instalments of principal of CA\$7,295, maturing in May 2027 (note 10(a))	140,803	217,571
Loan of CA\$240,000, bearing no interest, with a 12-month moratorium on the payment of the capital portion, payable in monthly principal instalments of CA\$5,000 beginning in September 2021, maturing in August 2025 (note 10(b))	24,165	70,911
Loan of CA\$370,000, bearing interest at 6.93%, payable in 48 monthly instalments, maturing in May 2024 (note 10(c))	-	20,580
Loan of CA\$800,000, bearing interest at base rate plus 3.75% (8.45% as at January 31, 2025), payable in monthly instalments of principal of \$16,667, maturing in February 2026 (note 10 (d))	149,582	311,009
Loan of CA\$500,000, bearing interest at base rate less 1.05% (7.0% as at January 31, 2025). The capital will be reimbursed over a 48-month period starting June 22, 2023 for CA\$10,730 and CA\$10,410 for the following consecutive 47 months, maturing in June 2027 (note 10(e))	201,243	310,816
Loan of CA\$1,000,000, bearing interest at base rate plus 2.65% (10.7% as at January 31, 2025). The capital will be reimbursed monthly until January 23, 2032 starting June 23, 2026 for CA\$20,990 and 47 payments of CA\$20,830 thereafter. Capital reimbursements will be suspended from February to May every year (note 10(f))	690,417	
Loan of £200,000, bearing interest at 8%. The capital will be reimbursed over a 60-month period starting March 2023 for £3,333 monthly, maturing in February 2028 (note 23)	157,274	207,627
Due of £450,000, bearing no interest. The capital will be reimbursed over a 3 year period on an annual basis starting March, 2024 under certain criteria (note 23)	372,494	572,031
	<u>1,735,978</u>	<u>1,710,545</u>
Less: Deferred transaction costs	2,358	2,753
	<u>1,733,619</u>	<u>1,707,791</u>
Less: Current portion	698,792	1,194,065
	<u>1,034,827</u>	<u>513,726</u>

GoliathTech Inc.
Notes to Consolidated Financial Statements
January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

Principal payments required as per contract in each of the next five years and thereafter are as follows:

	\$
2026	606,932
2027	447,176
2028	270,917
2029	180,854
2030	172,577
Thereafter	<u>55,163</u>
	<u>1,733,619</u>

- a) As per the loan agreement, amounts of CA\$200,700, CA\$2,230,000 and CA\$2,377,580 with respect to the loans from shareholders cannot be reimbursed unless certain financial ratios and reimbursement conditions have been met. As of January 31, 2025, those covenants and conditions have not been met and the long term portion of the loan has been classified within the short term portion for an amount of \$80,365.

The loan is secured by a principal mortgage of CA\$700,000 and an additional mortgage of CA\$140,000 on all assets, tangible and intangible, present and future of the Company and by a suretyship of CA\$350,000 given by a shareholder.

- b) GoliathTech Inc. shall grant a first rank mortgage in the amount of CA\$240,000 plus an additional 20% hypothec on the equipment and other assets financed by the lender and in connection with the purchase of equipment. In addition, the lender requested and has a personal guarantee from one of the shareholders in the amount of CA\$50,000 to ensure that subordinated shareholder advances are not settled.
- c) A first-priority security interest in all inventory of the borrower:
- Deed of Movable Hypothec – all present and future obligations in the amount of CA\$5,000,000 and constituting a first mortgage on the universality of the present and future tangible and intangible assets of the borrower;
 - Guarantee and subordination of receivables in the amount of CA\$600,000; and
 - Subordination of receivables.
- d) As per the loan agreement, amounts of CA\$200,700, CA\$2,230,000 and CA\$2,377,580 with respect to the loans from shareholders cannot be reimbursed unless certain financial ratios and reimbursement conditions have been met. As of January 31, 2025, those covenants and conditions have not been met and the long term portion of the loan has been classified within the short term portion for an amount of \$11,496.
- e) First rank mortgage on the universality of property, plant and equipment and intangible assets, present and future, of the Company This mortgage is subordinated and takes rank only with respect to claims and inventories, after any other mortgage that may be granted by the Company in favor of any bank or financial institution granting it operating loans or operating credits, reserving all rights and priorities over all other

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

property of the constituent, including insurance indemnities as well as claims or sums of money arising from the lease, sale, or any other alienation of said property. This mortgage is subject to any other existing charge, except those in favor of a shareholder, director, officer, or family member of any such person, or an entity in which any such person has an interest. Personal guarantee by a director of the Company for an amount equal to 50% of the outstanding principal balance on the loan. Said guarantor is personally responsible for payment of cancellation fees, standby fees, and legal expenses.

- f) First rank mortgage on the universality of property, plant and equipment and intangible assets, present and future, of the Company. This mortgage is subordinated and takes rank only with respect to claims and inventories, after any other mortgage that may be granted by the Company in favor of any bank or financial institution granting it operating loans or operating credits, reserving all rights and priorities over all other property of the constituent, including insurance indemnities as well as claims or sums of money arising from the lease, sale, or any other alienation of said property. This mortgage is subject to any other existing charge, except those in favor of a shareholder, director, officer, or family member of any such person, or an entity in which any such person has an interest. Personal guarantee by an officer of the Company for an amount equal to 50% of the outstanding principal balance on the loan. Said guarantor is personally responsible for payment of cancellation fees, standby fees and legal expenses. Extension of the advance totaling CA\$4,302,280 payable by the company to the shareholders. The claim resulting from this loan may not be pledged, assigned, or sold. An annual interest not exceeding that of Bank may be paid, provided that the Loan is not in default and that such payment does not result in a default.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

11 Lease liabilities

	2025 \$	2024 \$
Equipment lease contract of an original amount of US\$275,000, payable in monthly instalments of US\$4,991 including interest, bearing interest at 8.05%, maturing in October 2025	220,007	260,406
Equipment lease contract of an original amount of £13,295, payable in monthly instalments of £280 including interest, bearing interest at 9.20%, maturing in July 2028	14,361	14,929
Equipment lease contract of an original amount of £12,750, payable in monthly instalments of £247 including interest, bearing interest at 6.00%, maturing in September 2025	2,604	6,268
Equipment lease contract of an original amount of £25,000, payable in monthly instalments of £483 including interest, bearing interest at 6.29%, maturing in March 2024	-	13,232
Equipment lease contract, of an original amount of CA\$10,711, payable in monthly instalments of \$395 including interest, bearing interest at 8.02%, maturing in February 2024	-	254
Equipment lease contract, of an original amount of CA\$22,265, payable in monthly instalments of \$538 including interest, bearing interest at 7.49%, maturing in March 2025	736	5,370
Equipment lease contract, of an original amount of CA\$1,881,624, payable in monthly instalments of \$26,339 including interest, bearing interest at 4.83%, maturing in January 2029	772,282	1,030,666
Building lease contract, payable in monthly instalments of \$113,300 including interest, bearing interest at 7.0%, maturing in October 2033	6,121,885	7,136,187
Building lease contract, payable in monthly instalments of £1,402 including interest and increasing by 10% annually, bearing interest at 7.0%, maturing in June 2027	58,829	45,198
	<hr/>	<hr/>
	6,402,121	8,512,510
Less: Current portion	698,792	790,488
	<hr/>	<hr/>
	5,703,329	7,722,022
	<hr/>	<hr/>

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

The following table sets out the profit and loss expenses in relation to the amortization of both operating and finance leases, including the interest incurred on lease liabilities.

	2025 \$	2024 \$
Interest on lease liabilities	2,139,749	2,824,430

Minimum repayments due over the following five years and thereafter are as follows:

	\$
2026	1,248,697
2027	1,247,730
2028	1,232,559
2029	1,200,699
2030	965,564
2031 and thereafter	<u>3,435,203</u>
	9,330,452
Less: Interest included in minimum payments	<u>2,139,749</u>
	<u>7,190,703</u>

12 Share capital

Authorized

Class A shares, voting, dividends and participating

Issued and paid

An unlimited number of common shares, without par value

	2025 \$	2024 \$
160 Class A common shares (163 in 2024)	<u>1,486,445</u>	<u>1,619,971</u>

On November 23, 2020, the Company entered into a share option agreement with an officer of the Company comprising a total of five options to buy a total of five Class A common shares, out of which no options were exercised during the year ended January 31, 2023 (2022 – two option exercised). Each option has a strike price of \$79 (CA\$100) and the remaining two options vest over the next fiscal year.

On September 14, 2021, the Company entered into a share option agreement with an employee of the Company comprising a total of three options to buy a total of three Class A common shares. Each option has a strike price of \$79 (CA\$100) and one option per year will vest over the next three fiscal years.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

On September 14, 2021, the Company issued to an employee a total of two class A common shares at a nominal price of \$76 (CA\$100) per share.

On September 14, 2022, the Company issued to an employee one Class A common share at a nominal price of \$76 (CA\$100) per share.

On March 3rd, 2023, the subsidiary GoliathTech Uk acquired the common shares of Belowground Holdings Ltd at a nominal price of \$257 (GBP 202).

On September 15, 2023, the Company issued to an employee one Class A common share at a nominal price of \$75 (CAD\$100) per share.

On May 10, 2024, the company repurchased 4 common shares for cancellation. The amount paid was \$133,595 (CAD\$193,500).

On September 17, 2024, the Company issued to an employee one Class A common share at a nominal price of \$69 (CAD\$100) per share.

13 Income taxes

	2025	2024
	\$	\$
Total deferred tax assets	-	762,985
Total deferred tax liabilities	-	(640,382)
	-	<u>122,603</u>

The Company has income tax losses, which may be used to reduce future years' taxable income. The benefits resulting from these tax losses have not been recognized in the consolidated financial statements. These losses expire as follows:

	\$
2022 (Expires in fiscal year 2042)	352,621
2019 (Expires in fiscal year 2039)	552,172
2018 (Expires in fiscal year 2038)	654,477
2017 (Expires in fiscal year 2037)	312,054
2016 (Expires in fiscal year 2036)	<u>224,024</u>
	<u>2,095,348</u>

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

14 Additional information to the consolidated statement of cash flows

Changes in non-cash operating working capital items

	2025 \$	2024 \$
Accounts receivable	(1,325,740)	168,263
Tax credits receivable	33,227	155,094
Sales taxes receivable	67,152	(4,071)
Inventories	(215,926)	445,297
Deposit and prepaid expenses	(48,635)	(144,395)
Deferred commissions	(11,539)	39,772
Accounts payable and accrued liabilities	550,157	586,534
Deferred revenue	721,044	(237,065)
	<u>(230,260)</u>	<u>1,009,429</u>

15 Related party transactions

There is no related party-transactions for the year ended January 31, 2025.

16 Financial instruments

Market risk

Market risk is the risk that the fair value or future cash flows of the Company's financial instruments will fluctuate because of changes in market prices. Market risk comprises currency risk, interest rate risk and other price risks. The Company is exposed to certain of these risks, as described below.

a) Currency risk

The Company, whose functional currency is the Canadian dollar, realized approximately 66% of its sales in US dollars (2024 – 63%) and is thus exposed to foreign exchange fluctuations. The Company does not actively manage this risk.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

The consolidated balance sheets include the following amounts expressed in Canadian dollars with respect to financial assets and financial liabilities for which cash flows are denominated in the following currencies:

	2025 \$	2024 \$
US dollar		
Cash	146,930	667,777
Trade accounts receivable	1,778,347	839,684
Trade accounts payable	1,380	34,465
Euro		
Cash	38,963	30
Trade accounts receivable	234,422	125,901
British Pound Sterling		
Cash	29,719	317,604
Trade accounts receivable	225,514	29,141
Trade accounts payable	68,548	98,200

b) Interest rate risk

The bank loan bears interest at a variable rate. The long-term debt bears interest at variable and fixed rates. Finance leases bear interest at fixed rates. The loans from shareholders bear interest at a fixed rate. The fixed rate loans subject the Company to a fair value risk, while the variable rate loans subject it to a cash flow risk.

Credit risk

The Company provides credit to its customers in the normal course of its operations. It carries out, on a continuing basis, credit checks on its customers and maintains an expected credit loss.

Liquidity risk

The Company's objective is to have liquidity sufficient to meet its liabilities when due.

The Company monitors its cash balances and cash flows generated from operations to meet its requirements. As of January 31, 2025, the most significant financial liabilities are the bank loan, accounts payable and accrued liabilities, long-term debt and loans from shareholders.

Fair Value of Financial Instruments

The Company's financial instruments consist of cash, accounts receivable, deposit, bank loan, accounts payable and accrued liabilities, loans from shareholders and long-term debt. The carrying amounts of the financial instruments approximate fair value due to the short-term nature of the accounts.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

17 Cost of goods sold

	2025 \$	2024 \$
Inventories – Beginning of year	3,053,217	3,481,543
Purchases	3,755,224	3,411,135
	6,808,441	6,892,678
Inventories – End of year	(3,047,121)	(3,053,217)
	3,761,320	3,839,461
Direct wages and employee benefits	1,155,492	845,404
Equipment costs	162,751	83,526
Subcontracts	360,081	327,168
	1,678,324	1,256,098
Other costs		
Indirect wages and employee benefits	563,071	551,099
Energy	140,180	145,998
Factory rent	-	79,886
Professional fees	254,760	113,051
Repairs, maintenance and equipment rental	247,383	191,676
Property taxes	10,971	12,293
Supplies	306,120	217,921
Freight	32,098	15,574
Amortization of property, plant and equipment	1,033,521	834,517
	2,588,104	2,162,015
	8,027,748	7,257,574

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

18 Selling expenses

	2025 \$	2024 \$
Salaries and wages	782,681	524,380
Advertising and promotion	1,146,571	886,532
Insurance - Selling	46,526	-
Consultants	-	27,902
Selling commissions – Franchises	99,533	52,784
Shipping expenses	431,955	371,517
Travel expenses	486,684	267,459
	<u>2,993,950</u>	<u>2,130,574</u>

19 General and administrative expenses

	2025 \$	2024 \$
Salaries and wages	1,585,255	1,346,875
Bad debts	8,964	36,579
Computer-related expenses	244,831	255,565
Electricity	28,751	29,903
Factory rental	-	-
Insurance	192,616	235,468
Office expenses	89,844	88,940
Professional fees	1,202,420	753,936
Property taxes	93,186	85,527
Research and development expenses, net of credit	2,472	51,955
Telecommunications	27,830	25,962
Training and dues	17,881	11,294
Government Grant	-	(35,869)
Amortization of property, plant and equipment	156,776	136,796
Amortization of intangible assets	103,023	89,245
	<u>3,753,849</u>	<u>3,108,743</u>

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

20 Financial expenses

	2025 \$	2024 \$
Interest on long-term debt	625,854	848,678
Interest on loans from shareholders	191,870	181,269
Interest on short-term debt	183,816	121,385
Amortization of Financing costs	1,698	1,235
Other financial expenses	16,100	221,287
	<hr/> 1,019,338	<hr/> 1,373,854

21 Other income (loss)

	2025 \$	2024 \$
Foreign exchange gain (loss)	172,109	118,124
Interest income	107,060	97,365
Other income	161,581	42,151
Gain (loss) on asset disposal	(5,356)	-
Gain (loss) on disposal of immovable property	-	3,633,804
	<hr/> 435,394	<hr/> 3,891,444

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

22 Revenue and cost of goods sold

	2025		
	Revenue	Cost of	Gross
	\$	goods sold	profit
		\$	\$
Product sales	12,479,208	7,908,371	4,570,837
Franchise revenue	1,390,996	119,377	1,271,619
	<u>13,870,204</u>	<u>8,027,748</u>	<u>5,842,456</u>
	2024		
	Revenue	Cost of	Gross
	\$	goods sold	profit
		\$	\$
Product sales	11,776,669	7,220,932	4,555,737
Franchise revenue	926,268	36,641	889,627
	<u>12,702,937</u>	<u>7,257,573</u>	<u>5,445,364</u>

23 Acquisition of business

On March 3rd, 2023, the Company acquired 100% of the shares of Belowground Holdings Ltd, which holds 100% of the shares of Belowground Contracts Ltd and Belowground Ltd. This business has more than 15 years of experience in piling and foundation services. The purpose of this acquisition is to develop a franchise network in the UK and expand the market of helical piles in the UK. The total purchase consideration is \$1,341,441 (GBP 1,055,272), acquisition-related costs of \$42,941 (GBP 33,780) are included in General and administrative expenses in the consolidated statements of income and comprehensive income and in investing activities in the consolidated statement of cash flows. Details of the purchase consideration, the net assets acquired, and goodwill are as follows:

This acquisition was accounted for as a business combination using the acquisition method.

	GBP	Purchase
		consideration
		\$
Cash	439,052	558,115
Long-term debt	200,000	254,236
Contingent consideration	450,000	572,031
		<u>1,384,382</u>
Total purchase consideration	<u>1,089,052</u>	<u>1,384,382</u>

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2025 and 2024

(expressed in United States dollars, unless otherwise specified)

For a cash consideration of £300,000, with a balance of £200,000 payable to the seller over the next five years, a fixed amount of £150,000 as deferred payments, payable on three years, the first payment being due on the first anniversary of the Completion date, March 2024 and a contingent consideration based on the company's performance, payable over the next three years up to a maximum of £300,000. This contingent consideration has been recognized at its estimated fair value of £300,000 and is included in long-term debt.

	GBP	Final allocation \$
Accounts receivable	55,344	70,353
Other receivable	219,733	279,320
Inventories	25,384	32,268
Prepaid expenses and other assets	5,712	7,261
Property, plant and equipment	154,334	196,186
Goodwill	755,199	959,994
Accounts payable and accrued liabilities	(126,654)	(161,000)
	<hr/>	<hr/>
Net identifiable assets acquired and net outflow of cash	1,089,052	1,384,382

GoliathTech Inc.

Consolidated Financial Statements
January 31, 2024 and 2023
(expressed in United States dollars)



Report of Independent Auditors

To the Shareholders of GoliathTech Inc.

Opinion

We have audited the accompanying consolidated financial statements of Goliath Tech Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of January 31, 2024 and 2023, and the related consolidated statements of shareholder's deficiency, income and comprehensive income and cash flows for the years then ended, including the related notes (collectively referred to as the consolidated financial statements).

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

PricewaterhouseCoopers LLP
1250 René-Lévesque Boulevard West, Suite 2500, Montréal, Quebec, Canada H3B 4Y1
T.: +1 514 205 5000, F.: +1 514 876 1502, Fax to mail: ca_montreal_main_fax@pwc.com

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.



Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

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

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

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

PricewaterhouseCoopers LLP¹

Montréal, Quebec, Canada
May 5, 2024

¹ CPA auditor, public accountancy permit No. A116819

GoliathTech Inc.

Consolidated Balance Sheets

As of January 2024 and 2023

(expressed in United States dollars)

	2024 \$	2023 \$
Assets		
Current assets		
Cash	1,569,838	989,615
Accounts receivable (note 3)	1,578,129	1,651,315
Sales taxes receivable	142,060	138,444
Inventories (note 4)	3,053,217	3,481,543
Deposit and prepaid expenses	337,367	185,711
Deferred commissions	26,235	33,779
	<hr/>	<hr/>
	6,706,846	6,480,407
Long-term portion of deferred commissions	32,765	64,992
Deposit on equipment	82,693	68,750
Future Income Tax	122,603	-
Property, plant and equipment (note 5)	392,329	7,575,026
Right-of-use assets (note 6)	8,443,870	1,254,917
Intangible assets (note 7)	1,128,328	860,901
Goodwill (note 7)	959,994	-
	<hr/>	<hr/>
	17,869,428	16,304,993

The accompanying notes are an integral part of these consolidated financial statements.

GoliathTech Inc.

Consolidated Balance Sheets . . . *continued*

As of January 2024 and 2023

(expressed in United States dollars)

	2024 \$	2023 \$
Liabilities		
Current liabilities		
Bank loan (note 8)	1,720,534	1,490,637
Accounts payable and accrued liabilities (note 9)	1,561,163	811,044
Current portion of deferred revenue	406,584	449,246
Deferred revenue	30,652	90,654
Current portion of loans from shareholders	149,287	-
Current portion of long-term debt (note 10)	1,194,065	622,303
Current portion of lease liabilities (note 11)	790,488	217,551
	<hr/>	<hr/>
	5,852,773	3,681,435
Deferred revenue	1,040,160	1,175,321
Long-term debt (note 10)	513,726	8,162,156
Lease liabilities (note 11)	7,722,022	1,106,736
Loans from shareholders , bearing interest at 5.50% payable monthly, and without specified repayment terms	3,439,785	3,227,176
	<hr/>	<hr/>
	18,568,466	17,352,824
Shareholders' Deficiency		
Share capital (note 12)	1,619,971	1,619,565
Deficit	(2,932,916)	(2,803,380)
Accumulated other comprehensive income	613,907	135,984
	<hr/>	<hr/>
	(699,038)	(1,047,831)
	<hr/>	<hr/>
	17,869,428	16,304,993

The accompanying notes are an integral part of these consolidated financial statements.

GoliathTech Inc.

Consolidated Statements of Shareholders' Deficiency For the years ended January 2024 and 2023

(expressed in United States dollars)

	Share capital \$	Deficit \$	Accumulated other comprehensive income \$	Total shareholders' deficiency \$
Balance – February 1, 2022	1,619,267	(3,044,242)	178,199	(1,246,776)
Net income for the year	-	240,862	-	240,862
Other comprehensive loss	-	-	(42,215)	(42,215)
Issuance of share capital	298	-	-	298
Balance – January 31, 2023	1,619,565	(2,803,380)	135,984	(1,047,831)
Net income for the year	-	2,554,990	-	2,554,990
Dividend	-	(2,684,525)	-	(2,684,525)
Dividend refund	-	449,417	-	449,417
Non-eligible refundable dividend tax on hand	-	(449,417)	-	(449,417)
Other comprehensive loss	-	-	477,925	477,925
Issuance of share capital	406	-	-	406
Balance – January 31, 2024	1,619,971	(2,932,916)	613,907	(699,038)

The accompanying notes are an integral part of these consolidated financial statements.

GoliathTech Inc.

Consolidated Statements of Income and Comprehensive Income For the years ended January 31, 2024 and 2023

(expressed in United States dollars)

	2024 \$	2023 \$
Revenue		
Product sales (Note 22)	11,776,669	12,147,649
Franchise revenue (Note 22)	926,268	1,677,441
	<u>12,702,937</u>	<u>13,825,090</u>
Cost of goods sold (Notes 17 and 22)	<u>7,276,493</u>	<u>7,022,545</u>
Gross profit	<u>5,426,444</u>	<u>6,802,545</u>
Operating expenses		
Selling expenses (Note 18)	2,130,574	2,436,020
General and administrative expenses (Note 19)	3,016,376	3,096,090
Financial expenses (Note 20)	1,373,854	994,085
	<u>6,520,804</u>	<u>6,526,195</u>
Operating income (loss)	(1,094,360)	276,350
Other income (loss) (Note 21)	<u>3,891,444</u>	<u>(35,488)</u>
Net income before tax	2,797,084	240,862
Income Tax	242,094	-
Net income for the year	2,554,990	240,862
Other comprehensive income (loss)		
Foreign currency translation adjustment	477,925	(42,215)
Comprehensive income	<u>3,032,915</u>	<u>198,647</u>

The accompanying notes are an integral part of these consolidated financial statements.

GoliathTech Inc.

Consolidated Statements of Cash Flows For the years ended January 31, 2024 and 2023

(expressed in United States dollars)

	2024 \$	2023 \$
Cash flows from		
Operating activities		
Net income for the year	2,554,990	240,862
Items not affecting cash		
Amortization of property, plant and equipment	971,313	701,902
Allowance and provision	(46,952)	(743)
Gain (loss) on disposal of immovable property	(3,633,804)	166,205
Amortization of intangible assets	89,245	94,324
Amortization of deferred transaction costs	1,235	1,433
Future income tax	(122,603)	
	(186,576)	1,203,983
Changes in non-cash operating working capital items (note 14)	1,009,429	(595,635)
	822,853	608,348
Investing activities		
Acquisition of property, plant and equipment	(439,778)	(1,264,157)
Deposit on equipment	(13,943)	(68,750)
Acquisition of intangible assets	(353,622)	(113,429)
Acquisition of business	(1,384,382)	-
Net proceeds from sale of property, plant and equipment	10,557,902	24,418
	8,366,177	(1,421,918)
Financing activities		
Increase in bank loan	233,385	206,351
Increase in lease liabilities	238,237	68,750
Transaction costs	(36,154)	(38,213)
Repayment of lease liabilities	(226,838)	(242,538)
Repayment of long-term debt	(7,867,362)	(265,123)
Increase in long-term debt	820,145	1,941,211
Issuance of share capital	406	298
Increase in advances from shareholders	370,453	-
Dividend paid	(2,684,525)	-
	(9,152,253)	1,670,736
Effect of exchange rate changes on cash	543,447	(101,220)
Net change in cash during the year	580,223	755,946
Cash – Beginning of year	989,615	233,669
Cash – End of year	1,569,838	989,615
Additional information (note 14)		

The accompanying notes are an integral part of these consolidated financial statements.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

1 Description of the business

GoliathTech Inc. (the Company), incorporated under the Canada Business Corporations Act, is a manufacturer of helical screw piles. It operates its business through franchisees in different geographic locations.

2 Significant accounting policies

Basis of preparation

The financial statements have been prepared in accordance with US GAAP and reflect the following significant accounting policies.

Basis of consolidation

GoliathTech Properties Inc. was set up for the sole purpose of purchasing a building which was planned to be used by the Company. As a result, GoliathTech Properties Inc. is considered a variable interest entity (VIE) for the purposes of consolidation.

The consolidated financial statements reflect the financial position and operating results of the Company, including the wholly owned subsidiaries it controls.

The Company's subsidiaries are GoliathTech Direct Inc., GoliathTech UK Ltd., GoliathTech Properties Inc. and Godzi-Tek Metal Inc.; therefore, the Company is exposed to substantially all the risks and rewards of these subsidiaries.

Revenues and expenses of subsidiaries are included in the consolidated statement of income and comprehensive income from the effective date of acquisition. The subsidiaries are consolidated from the acquisition date until the date on which the Company ceases to control them.

All intercompany transactions, balances, revenues and expenses are eliminated in full upon consolidation.

Business combinations

The Company accounts for acquired businesses using the acquisition method of accounting in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 805, Business Combinations. The consideration transferred for the acquisition is the fair value of the assets transferred, liabilities incurred and the equity interest issued. The consideration transferred includes the fair value of any asset or liability resulting from a contingent consideration arrangement. Acquisition-related costs are expensed as incurred. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are measured initially at their fair value at the acquisition date.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

Reporting currency

Before being consolidated, the assets and liabilities of the subsidiary GoliathTech UK have been first translated from their functional currency, the British pound, at the rate of GBP 1.0000 to CA\$ 1.703 and, for the year ended January 31, 2024 (2023 – GBP1.000 to CA\$ 1.6446), the consolidated statements of shareholders' deficiency, income and comprehensive income and cash flows have been translated at the average rate for the year of GBP1.0000 to CA\$1.6838 (2023 – GBP1.0000 to CA\$ 1.6025).

The consolidated financial statements have been translated from their functional currency, the Canadian dollar, into the reporting currency, the US dollar, using the current rate method. Under this method, as of January 31, 2024, the Company's assets and liabilities have been translated at the rate of US\$1.0000 to CA\$1.3397 (2023 – US\$1.0000 to CA\$1.3350) and, for the year ended January 31, 2024, the consolidated statements of shareholders' deficiency, income and comprehensive income and cash flows have been translated at the average rate for the year of US\$1.0000 to CA\$1.3497 (2023 – US\$1.0000 to CA\$1. 30845).

Exchange gains and losses arising from this translation are included in the consolidated statement of income and comprehensive income as foreign currency translation adjustment.

Cash

Cash comprises current bank accounts.

Government assistance

Government assistance is recorded in the consolidated financial statements when there is reasonable assurance that the Company has complied with, and will continue to comply with, all conditions necessary to obtain the assistance.

The Company incurs research and development expenditures, which are eligible for investment tax credits. The recorded investment tax credits are based on management's estimates of amounts expected to be recovered and are subject to audit by taxation authorities. Government assistance, including investment tax credits for research and development, is reflected as a reduction in the cost of the assets or expenses to which it relates.

Inventories

Raw materials, work in progress and finished goods are valued at the lower of cost or net realizable value. Cost is determined on the first-in, first-out basis. The cost of work in progress and finished goods includes the cost of raw materials and the applicable share of the cost of labour and fixed and variable production overheads. Net realizable value is the estimated selling price less the estimated cost of completion and the estimated costs necessary to make the sale. Any writedown of inventory to its net realizable value is recognized as an expense in the period. When the net realizable value subsequently increases, the previously recognized impairment loss is reversed and recognized as a reduction in the amount of inventories expensed to cost of goods sold in the period the reversal occurs.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

Fair value measurements

The Company applies ASC 820, Fair Value Measurements, which defines fair value and establishes a framework for measuring fair value and making disclosures about fair value measurements. ASC 820 establishes a hierarchical disclosure framework which prioritizes and ranks the level of market price observability used in measuring financial instruments at fair value. Market price observability is impacted by a number of factors, including the type of financial instruments and the characteristics specific to them. Financial instruments with readily available quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value.

Financial instruments measured and reported at fair value are classified and disclosed in one of the following categories:

- Level I – A quoted price in an active market provides the most reliable evidence of fair value and is used to measure fair value whenever available.
- Level II – Pricing inputs are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies.
- Level III – Pricing inputs are unobservable inputs for the financial instruments and include situations where there is little, if any, market activity for them. The inputs into the determination of fair value require significant management judgment or estimation.

Fair value of financial instruments

The carrying amounts of cash, bank loan, accounts receivable, accounts payable and accrued liabilities and current portion of long-term debt are a reasonable estimate of their fair values because of their short-term maturity.

Transaction costs are added to the carrying value of the asset or netted against the carrying value of the liability and are then amortized over the expected life of the instrument using the straight-line method which approximates the effective interest method.

The carrying value of long-term debt excluding reduction for deferred transaction costs approximates fair value as the terms and conditions are comparable to those that the Company could get on the market. As for the loans from shareholders, since the repayment terms are not fixed or determined, the fair value of the loans cannot be determined.

Change in estimate of amortization useful life periods

The Company reassessed its estimates for several asset classes of property, plant and equipment and intangible assets with respect to their useful life periods. The Company applied the change in estimate prospectively.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

Property, plant and equipment

Property, plant and equipment are recorded at cost. Amortization is calculated based on the following method and periods:

	Method	Period
Computer equipment	Straight-line	5 years
Leasehold improvements	Straight-line	10 years
Office furniture	Straight-line	10 years
Plant equipment	Straight-line	8 years
Plant furniture	Straight-line	7 years
Plant tools	Straight-line	7 years
Production equipment	Straight-line	10 years
Rolling stock	Straight-line	7 years
Signs	Straight-line	10 years

Property, plant and equipment includes land and the building under construction, which are not subject to amortization.

Intangible assets

Intangible assets are recorded at cost. Amortization is calculated based on the following method and periods:

	Method	Period
Certification	Straight-line	20 years
Patents	Straight-line	20 years
Software	Straight-line	5 years
Trademark	Straight-line	10 years

Long-lived assets such as property, plant and equipment and intangible assets are tested for impairment whenever events or changes in circumstances indicate that their carrying amount may not be recoverable. An impairment loss is recognized when their carrying value exceeds the total undiscounted cash flows expected from the use and eventual disposition of the item. The amount of the impairment loss is determined as the excess of the carrying value of the asset over its fair value at the date of impairment.

Goodwill

In testing for impairment, goodwill acquired in a business combination is allocated to the CGUs that are expected to benefit from the synergies of the business combination. In testing for impairment, trademarks and franchise rights are allocated to the CGUs to which they relate. Furthermore, at each reporting period, judgment is used in determining whether there has been an indication of impairment, which would require the completion of a quarterly impairment test, in addition to the annual requirement.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

Income taxes

The Company accounts for its income taxes using the asset and liability method, whereby deferred tax assets and liabilities are determined based on temporary differences between the bases used for financial reporting and income tax reporting purposes. Deferred income taxes are provided based on the enacted tax rates in effect at the time such temporary differences are expected to reverse. A valuation allowance is provided for deferred tax assets if it is more likely than not that the Company will not realize those tax assets through future operations.

The Company recognizes the tax benefit from uncertain tax positions only if it is more likely than not that the tax positions will be sustained on examination by the tax authorities, based on the technical merits of the position. The tax benefit is measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

The Company recognizes interest and penalties related to income tax matters in income tax expense.

Foreign currency translation

Transactions concluded in currencies other than the functional currency are translated at the exchange rates in effect at the end of the year for monetary assets and liabilities, at historical rates for non-monetary items, and revenues and expenses are translated at the average rates for the year. Exchange gains and losses arising from such transactions have been included in the statement of income and comprehensive income.

Revenue recognition

a) Initial franchise fees

Initial franchise fees relate to the sale of an individual franchise or an area franchise. Revenue is recognized based on the various performance obligations. Performance obligations exist when:

- A contract includes promises to transfer goods or services to a franchisee;
- If those goods or services are distinct, the promises are performance obligations and are accounted for separately;
- Goods or services are distinct if the franchisee can benefit from the good or service on its own or together with other resources that are readily available to the franchisee and the Company's promise to transfer the good or the service to the franchisee is separately identifiable from other promises in the contract; and
- Promises to provide services might be implied by the Company's customary business practice if those practices create a reasonable expectation to the franchisee that the entity will transfer a service.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

The performance obligations include the equipment that a franchisee needs to start their operation, the right to perform work under the name of the franchise, minimum purchase requirements, a material right for renewal of contract and a material right for the purchase of additional territories. An allocation of the transaction price to the performance obligations in the contract is performed whereby the Company allocates the transaction price to each performance obligation in an amount that depicts the amount of consideration to which the entity expects to be entitled in exchange for transferring the promised services. The transaction price allocated to performance obligations is estimated using the residual approach.

The different performance obligations are accounted for as follows:

Initial franchise fee	Over the term of the contract
Equipment	When transferred to the franchisee
Minimum purchase requirement	When transferred to the franchisee
Material right for renewal	Deferred until the renewal is exercised or not
Material right for additional territory	Deferred until the additional territory is bought

There are 152 franchises and territories in operation as of January 31, 2024 (2023– 152).

b) Product sales

The Company recognizes revenue when it has satisfied the performance obligation by transferring the promised good (i.e. an asset) to a customer. An asset is transferred when the customer obtains control of that asset.

Deferred revenue

Deferred revenue consists of unfulfilled obligations due to franchisees and payments received from the franchisees for the purchase of goods not delivered as of year-end.

Use of estimates

The preparation of the consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Management reviews its estimates on an ongoing basis, particularly as they relate to accounting for expected credit loss, useful lives of property, plant and equipment, impairment of long-lived assets, valuation of intangible assets and the cost and net realizable value of inventories, based on management’s best knowledge of current events and actions that the Company may undertake in the future. Actual results could differ from those estimates.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

Leases

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842) (ASU 2016-02). The guidance in ASU 2016-02 supersedes the lease recognition requirements in ASC 840, Leases. ASU 2016-02 requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases, along with additional qualitative and quantitative disclosures.

A modified retrospective transition approach is required, applying the new standard to all leases existing at the date of initial application. The Company has chosen to use the effective date as the initial application. As a result, financial information will not be updated and the disclosures required under the new accounting standard will not be provided for dates prior to February 1, 2022. The adoption of this standard also resulted in a change in naming convention for leases classified historically as capital leases. These leases are now referred to as finance leases.

Under ASU 2016-02, a number of optional practical expedients are allowed to be elected. As a result of the elections taken, the Company will not reassess whether any expired or existing contracts are or contain leases, the lease classification for any expired or existing leases and whether there is any amount of initial direct costs for existing leases held.

The Company determines if an agreement contains a lease at its inception by evaluating if an identified asset exists that the Company controls for a period of time. Lease terms generally range from one to 7 years with options to renew for varying terms at the Company's sole discretion. The lease term includes the initial contractual term as well as any options to extend the lease when it is reasonably certain that the Company will exercise that option. If a lease exists, it is classified as either finance or operating, with a right-of-use (ROU) asset and a corresponding lease liability recognized on the lease commencement date. The Company has elected not to record leases with a term of 12 months or less in the consolidated balance sheets; the lease expense for these short-term leases are recognized on a straight-line basis over the lease term within the consolidated statements of income and comprehensive income. ROU assets and corresponding lease liabilities for finance leases are presented in the consolidated balance sheets.

ROU assets are based on the present value of the corresponding liabilities and are adjusted for any prepayments, lease incentives received or initial direct costs incurred. The measurement of our ROU assets and liabilities includes all fixed payments and any variable payments based on an index. Variable lease payments which do not depend on an index, or where rates are unknown, are excluded from lease payments in the measurement of the ROU asset and lease liability and are recognized as a lease expense in the period the obligation for those payments is incurred. The Company has elected to use each instrument's interest rate as its (refer to note 11) discount rate for all leases to calculate the present value of lease payments.

The lease arrangements can include fixed or variable non-lease components, and the Company accounts for each lease and any non-lease components associated with that lease as a single lease component for all asset classes.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

Recognition, measurement and presentation of expenses and cash flows arising from a lease will depend on the lease classification. Operating lease payments are charged on a straight-line basis to rent expense over the lease term and finance lease payments are charged to interest expense and amortization expense over the lease term. Assets under finance leases are amortized in accordance with the Company's normal depreciation policy for owned assets or over the lease term, if shorter operating lease expenses and finance lease amortization are presented in cost of sales or selling, general and administrative in the consolidated statements of income and comprehensive income depending on the nature of the leased item. Interest expenses on finance lease obligations are recorded over the lease term and are presented in interest expense, based on the effective interest method. All operating lease cash payments and interest on finance leases are presented within cash flows from operating activities and all finance lease principal payments are presented within cash flows from financing activities in the consolidated statements of cash flows.

Business combinations

The Company makes a number of key estimates when allocating fair values to the assets acquired and liabilities assumed in a business combination. Fair values of property, plant and equipment as well as intangible assets are estimated using valuation techniques. When there is a contingent consideration arrangement, management must also use its judgment in determining the amount of contingent consideration to be recognized as part of the business combination. Management estimates the fair value of future amounts to be paid to the seller under the terms of the agreements based on the likelihood that the conditions will be met for payment.

3 Accounts receivable

	2024 \$	2023 \$
Trade accounts receivable	1,408,759	1,186,463
Expected credit loss	(46,952)	(14,981)
Other receivables	63,010	169,179
Government assistance receivable	82,521	310,654
	<hr/> 1,507,338	<hr/> 1,651,315

4 Inventories

	2024 \$	2023 \$
Raw materials	623,336	939,461
Work in progress	422,513	652,667
Finished goods	2,007,370	1,889,415
	<hr/> 3,053,219	<hr/> 3,481,543

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

5 Property, plant and equipment

			2024	2023
	Cost \$	Accumulated amortization \$	Net \$	Net \$
Land	-	-	-	192,124
Building	-	-	-	6,831,663
Computer equipment	159,592	116,429	43,163	43,573
Office furniture	104,778	68,242	36,536	40,686
Plant equipment	857,007	802,451	54,556	130,825
Plant furniture	431,394	231,102	200,292	260,500
Plant tools	199,498	166,457	33,041	38,965
Production equipment	47,096	38,649	8,447	13,203
Rolling stock	213,889	201,406	12,481	18,804
Signs	8,525	4,710	3,813	4,683
	2,021,779	1,629,448	392,329	7,575,026

Accumulated amortization of property, plant and equipment as of January 31, 2023 was \$1,363,457.

6 Right-of-use assets

The Company leases assets such as buildings, equipment and machinery, and vehicles. The following table provides supplemental balance sheet classification information related to leases:

	2024 \$	2023 \$
Right-of-use assets		
Cost	9,269,562	1,628,455
Accumulated amortization	825,692	373,538
Net	8,443,870	1,254,917

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

7 Intangible assets and goodwill

Intangible assets

			2024	2023
	Cost \$	Accumulated amortization \$	Net \$	Net \$
Certification	778,858	126,404	652,454	449,202
Patents	473,657	111,722	361,935	328,677
Software	345,207	292,315	52,892	68,204
Trademark	156,701	95,654	61,047	14,818
	<u>1,754,422</u>	<u>626,095</u>	<u>1,128,328</u>	<u>860,901</u>

Accumulated amortization of intangible assets as of January 31, 2023 was \$538,070.

Amortization expense remaining relating to intangible assets, for each of the fiscal years 2025 through 2030 and thereafter is as follows:

	\$
2025	91,713
2026	91,713
2027	91,713
2028	91,713
2029	91,713
2030 and thereafter	<u>669,741</u>
	<u>1,128,306</u>

Goodwill

			2024	2023
	Cost \$	Accumulated depreciation \$	Net \$	Net \$
Goodwill	959,994	-	959,994	-

As at January 31, 2024, goodwill was subject to annual impairment test. The recoverable amounts of the CGU exceeded the carrying amounts.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

8 Bank loan

The Company has an authorized line of credit of CA\$3,000,000 (\$2,239,308) (2023 – CA\$3,000,000 (\$2,247,191)), bearing interest at prime rate plus 0.50%, as of January 31, 2024 – 7.70% (2023 – bearing interest at prime rate plus 0.50%; as of January 31, 2022 – 7.20%), of which CA\$695,000 (\$518,723) (2023 – CA\$1,010,000 (\$756,554)) remained unused as of year-end.

The Company also has an authorized derivative financial instrument global line of credit of CA\$300,000 (\$223,930) (2023– CA\$300,000 (\$224,719)), of which CA\$300,000 (\$223,930) (2023 – CA\$300,000 (\$224,719)) remained unused as of year-end.

The two lines of credit are secured by a first rank mortgage of CA\$5,000,000 (\$3,732,179) over all assets, tangible and intangible, present and future, of the Company and by a suretyship of CA\$1,000,000 (\$746,436) given by a shareholder.

Under the terms of the lines of credit, the Company must meet certain financial and non-financial covenants. As of January 31, 2024, all such covenants were met.

9 Accounts payable and accrued liabilities

	2024 \$	2023 \$
Trade accounts payable	885,610	542,482
Accrued liabilities	-	51,639
Wages payable	254,856	216,923
Income Tax payable	420,697	-
	<u>1,561,163</u>	<u>811,044</u>

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

10 Long-term debt

	2024 \$	2023 \$
Loan of CA\$19,905, bearing interest at 5.55%, payable in monthly instalments of principal and interest of CA\$292, matured in July 2023	-	1,292
Loan of CA\$700,000, bearing interest at base rate plus 2.25% (9.10% as at January 31, 2023), payable in monthly instalments of principal of CA\$7,295, maturing in May 2027 (note 10(a))	217,571	283,910
Loan of CA\$240,000, bearing no interest, with a 12-month moratorium on the payment of the capital portion, payable in monthly principal instalments of CA\$5,000 beginning in September 2021, maturing in August 2025 (note 10(b))	70,911	116,105
Loan of CA\$370,000, bearing interest at 6.93%, payable in 48 monthly instalments, maturing in May 2024 (note 10(c))	20,580	96,629
Loan of CA\$800,000, bearing interest at base rate plus 3.75% (10.95% as at January 31, 2023), payable in monthly instalments of principal of \$16,667, maturing in February 2026 (note (d))	311,009	461,920
Loan of up to CA\$5,000,000, bearing interest at base rate plus 0.10% (8.65% as at January 31, 2023), with a 24-month moratorium on the payment of capital ending on October 31, 2023. The capital on the loan will be repaid over a total of 224 monthly instalments. The loan was repaid in full at the time of sale of the building. (note (e))	-	3,745,318
Loan of up to CA\$5,000,000, bearing interest at base rate plus 2.05% (8.50% as at January 31, 2023), with a 24-month moratorium on the payment of capital ending on October 31, 2023. The capital on the loan will be reimbursed over a total of 225 monthly instalments. The loan was repaid in full at the time of sale of the building. (note 10(e))	-	3,745,318
Loan of CA\$500,000, bearing interest at base rate less 1.05%. The capital will be reimbursed over a 48-month period starting June 22, 2023 for CA\$10,730 and CA\$10,410 for the following consecutive 47 months (note 10(f))	310,816	374,532
Loan of £200,000, bearing interest at 8%. The capital will be reimbursed over a 60-month period starting March 2023 for £3,333 monthly, maturing in February 2028	207,626	-
Due of £450,000, bearing no interest. The capital will be reimbursed over a 3 year period on an annual basis starting March, 2024 under certain criteria (note 23)	572,031	-
	<hr/> 1,710,545	<hr/> 8,825,024
Less: Deferred transaction costs	2,753	40,565
	<hr/> 1,707,791	<hr/> 8,784,459
Less: Current portion	1,194,065	622,303
	<hr/> 513,726	<hr/> 8,162,156

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

Principal payments required as per contract in each of the next five years and thereafter are as follows:

	\$
2025	614,768
2026	639,086
2027	348,982
2028	103,471
2029	4,237
	<hr/>
	1,710,545
	<hr/>

- a) As per the loan agreement, amounts of CA\$200,700, CA\$2,230,000 and CA\$1,877,580 with respect to the loans from shareholders cannot be reimbursed unless certain financial ratios and reimbursement conditions have been met. As of January 31, 2024, those covenants and conditions have not been met and the long term portion of the loan has been classified within the short term portion for an amount of \$151,100

The loan is secured by a principal mortgage of CA\$700,000 and an additional mortgage of CA\$140,000 on all assets, tangible and intangible, present and future of the Company and by a suretyship of CA\$350,000 given by a shareholder.

- b) GoliathTech Inc. shall grant a first rank mortgage in the amount of CA\$240,000 plus an additional 20% hypothec on the equipment and other assets financed by the lender and in connection with the purchase of equipment. In addition, the lender requested and has a personal guarantee from one of the shareholders in the amount of CA\$50,000 to ensure that subordinated shareholder advances are not settled.
- c) A first-priority security interest in all inventory of the borrower:
- Deed of Movable Hypothec – all present and future obligations in the amount of CA\$5,000,000 and constituting a first mortgage on the universality of the present and future tangible and intangible assets of the borrower;
 - Guarantee and subordination of receivables in the amount of CA\$600,000; and
 - Subordination of receivables.
- d) As per the loan agreement, amounts of CA\$200,700, CA\$2,230,000 and CA\$1,877,580 with respect to the loans from shareholders cannot be reimbursed unless certain financial ratios and reimbursement conditions have been met. As of January 31, 2024, those covenants and conditions have not been met and the long term portion of the loan has been classified within the short term portion for an amount of \$186,452.
- e) The loan is secured by a principal mortgage of CA\$800,000 and an additional mortgage of CA\$160,000 on all assets, tangible and intangible, present and future of the Company and by a suretyship of CA\$200,000 given by a shareholder.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

- f) First rank mortgage in the amount of CA\$7,500,000 on the building owned by GoliathTech Properties Inc. First mortgage on the universality of the present and future rents and revenues generated by the property. Security interest on all present and future additions to the building. First rank mortgage for a principal amount of \$595,000 plus 20%, on the present and future universality of the equipment, machinery, tools and vehicles of GoliathTech Properties Inc. together with all rights, appurtenances and intellectual property related to the foregoing. Personal guarantee by a director of the Company for an amount equal to 35% of the outstanding principal balance on the loan. Shareholder loans to the Company are subordinate to the loan, and no reimbursements are allowed during the moratorium period. After the moratorium period is over, loan reimbursements may be allowed subject to compliance with all financial ratios and lender covenants. The loan is subject to specific bank covenants, which are met as of year-end. The Company has guaranteed the full amount of this loan. The mortgage has been released upon the sale of the building.

- g) First rank mortgage on the universality of property, plant and equipment and intangible assets, present and future, of the Company This mortgage is subordinated and takes rank only with respect to claims and inventories, after any other mortgage that may be granted by the Company in favor of any bank or financial institution granting it operating loans or operating credits, reserving all rights and priorities over all other property of the constituent, including insurance indemnities as well as claims or sums of money arising from the lease, sale, or any other alienation of said property. This mortgage is subject to any other existing charge, except those in favor of a shareholder, director, officer, or family member of any such person, or an entity in which any such person has an interest. Personal guarantee by a director of the Company for an amount equal to 50% of the outstanding principal balance on the loan. Said guarantor is personally responsible for payment of cancellation fees, standby fees, and legal expenses.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

11 Lease liabilities

	2024 \$	2023 \$
Equipment lease contract of an original amount of US\$275,000, payable in monthly instalments of US\$4,991 including interest, bearing interest at 8.05%, maturing in October 2025	260,406	-
Equipment lease contract of an original amount of £13,295, payable in monthly instalments of £280 including interest, bearing interest at 9.20%, maturing in July 2028	14,929	-
Equipment lease contract of an original amount of £12,750, payable in monthly instalments of £247 including interest, bearing interest at 6.00%, maturing in September 2025	6,268	-
Equipment lease contract of an original amount of £25,000, payable in monthly instalments of £483 including interest, bearing interest at 6.29%, maturing in March 2024	13,232	-
Equipment lease contract of an original amount of CA\$136,179, payable in monthly instalments of CA\$1,947 including interest, bearing interest at 5.73%, maturing in May 2023	-	5,882
Equipment lease contract of an original amount of CA\$37,119, payable in monthly instalments of CA\$781 including interest, bearing interest at 5.24%, maturing in January 2024	-	4,230
Equipment lease contract, of an original amount of CA\$71,695, payable in monthly instalments of CA\$2,103 including interest, bearing interest at 3.60%, maturing in June 2023	-	7,809
Equipment lease contract, of an original amount of CA\$36,913, payable in monthly instalments of CA\$1,083 including interest, bearing interest at 3.78%, maturing in September 2023	-	5,700
Equipment lease contract, of an original amount of CA\$10,711, payable in monthly instalments of \$395 including interest, bearing interest at 8.02%, maturing in February 2024	254	1,735
Equipment lease contract, of an original amount of CA\$22,265, payable in monthly instalments of \$538 including interest, bearing interest at 7.49%, maturing in March 2025	5,370	9,648
Equipment lease contract, of an original amount of CA\$1,881,624, payable in monthly instalments of \$26,339 including interest, bearing interest at 4.83%, maturing in January 2029	1,030,666	1,220,533
Building lease contract, payable in monthly instalments of \$113,300 including interest, bearing interest at 7.0%, maturing in October 2033	7,136,187	-
Building lease contract, payable in monthly instalments of £1,402 including interest and increasing by 10% annually, bearing interest at 7.0%, maturing in June 2027	45,198	-
Deposit on leased contract	-	68,750
	<u>8,512,510</u>	<u>1,324,287</u>
Less: Current portion	790,488	217,551
	<u>7,722,022</u>	<u>1,106,736</u>

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

The following table sets out the profit and loss expenses in relation to the amortization of both operating and finance leases, including the interest incurred on lease liabilities.

	2024 \$	2023 \$
Interest on lease liabilities	2,824,430	67,989

Minimum repayments due over the following five years and thereafter are as follows:

	\$
2025	1,339,728
2026	1,515,716
2027	1,282,442
2028	1,266,910
2029	1,227,933
2030 and thereafter	<u>4,818,093</u>
	11,450,823
Less: Interest included in minimum payments	<u>2,824,430</u>
	<u>8,626,393</u>

12 Share capital

Authorized

Class A shares, voting, dividends and participating

Issued and paid

An unlimited number of common shares, without par value

	2024 \$	2023 \$
160 Class A common shares	<u>1,619,971</u>	<u>1,619,565</u>

On November 23, 2020, the Company entered into a share option agreement with an officer of the Company comprising a total of five options to buy a total of five Class A common shares, out of which no options were exercised during the year ended January 31, 2023 (2022 – two option exercised). Each option has a strike price of \$79 (CA\$100) and the remaining two options vest over the next fiscal year.

On September 14, 2021, the Company entered into a share option agreement with an employee of the Company comprising a total of three options to buy a total of three Class A common shares. Each option has a strike price of \$79 (CA\$100) and one option per year will vest over the next three fiscal years.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

On September 14, 2021, the Company issued to an employee a total of two class A common shares at a nominal price of \$76 (CA\$100) per share.

On September 14, 2022, the Company issued to an employee one Class A common share at a nominal price of \$76 (CA\$100) per share.

On March 3rd, 2023, the subsidiary GoliathTech Uk acquired the common shares of Belowground Holdings Ltd at a nominal price of \$257 (GBP 202).

On September 15, 2023, the Company issued to an employee one Class A common share at a nominal price of \$75 (CAD\$100) per share.

13 Income taxes

	2024 \$	2023 \$
Total deferred tax assets	762,985	-
Total deferred tax liabilities	(640,382)	-
	<hr/> 122,603	<hr/> -

The Company has income tax losses, which may be used to reduce future years' taxable income. The benefits resulting from these tax losses have not been recognized in the consolidated financial statements. These losses expire as follows:

	2024 \$
2022 (Expires in fiscal year 2042)	381,232
2019 (Expires in fiscal year 2039)	596,974
2018 (Expires in fiscal year 2038)	707,579
2017 (Expires in fiscal year 2037)	337,373
2016 (Expires in fiscal year 2036)	282,848
2015 (Expires in fiscal year 2035)	36,900
	<hr/> 2,342,906

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

14 Additional information to the consolidated statement of cash flows

Changes in non-cash operating working capital items

	2024 \$	2023 \$
Accounts receivable	168,263	(466,661)
Long-term accounts receivable		5,598
Government assistance receivable	155,094	54,651
Sales taxes receivable	(4,071)	187,735
Inventories	445,297	(120,637)
Deposit and prepaid expenses	(144,395)	(90,647)
Deferred commissions	39,772	(4,541)
Accounts payable and accrued liabilities	586,534	(425,118)
Deferred revenue	(237,065)	263,985
	<u>1,009,429</u>	<u>(595,635)</u>

Non-cash transactions

During the year ended January 31, 2024, a deposit on property, plant and equipment amounting to \$68,750 (2023 – \$68,750) was financed entirely by a lender directly with the vendor and did not have an impact on the consolidated statement of cash flows.

15 Related party transactions

There is no related party-transactions for the year ended January 31, 2024.

During the year ended January 31, 2023, the Company entered into the following transaction with a related party: an interest-free advance to a shareholder of CA\$172,000.

This amount due from the related party is included in accounts receivable as at January 31, 2023. All related party transactions are measured at the exchange amount, which is the amount of consideration established and agreed to by the related party.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

16 Financial instruments

Market risk

Market risk is the risk that the fair value or future cash flows of the Company's financial instruments will fluctuate because of changes in market prices. Market risk comprises currency risk, interest rate risk and other price risks. The Company is exposed to certain of these risks, as described below.

a) Currency risk

The Company, whose functional currency is the Canadian dollar, realized approximately 63% of its sales in US dollars (2023 – 68%) and is thus exposed to foreign exchange fluctuations. The Company does not actively manage this risk.

The consolidated balance sheets include the following amounts expressed in Canadian dollars with respect to financial assets and financial liabilities for which cash flows are denominated in the following currencies:

	2024	2023
	\$	\$
US dollar		
Cash	667,777	644,422
Trade accounts receivable	839,684	881,639
Trade accounts payable	34,465	24,964
Euro		
Cash	30	
Trade accounts receivable	125,901	17,083
British Pound Sterling		
Cash	317,604	206,275
Trade accounts receivable	29,141	215,282
Trade accounts payable	98,200	215,282

b) Interest rate risk

The bank loan bears interest at a variable rate. The long-term debt bears interest at variable and fixed rates. Finance leases bear interest at fixed rates. The loans from shareholders bear interest at a fixed rate. The fixed rate loans subject the Company to a fair value risk, while the variable rate loans subject it to a cash flow risk.

Credit risk

The Company provides credit to its customers in the normal course of its operations. It carries out, on a continuing basis, credit checks on its customers and maintains an expected credit loss.

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

Liquidity risk

The Company's objective is to have liquidity sufficient to meet its liabilities when due.

The Company monitors its cash balances and cash flows generated from operations to meet its requirements. As of January 31, 2023, the most significant financial liabilities are the bank loan, accounts payable and accrued liabilities, long-term debt and loans from shareholders.

Fair Value of Financial Instruments

The Company's financial instruments consist of cash, accounts receivable, deposit, bank loan, accounts payable and accrued liabilities, loans from shareholders and long-term debt. The carrying amounts of the financial instruments approximate fair value due to the short-term nature of the accounts

17 Cost of goods sold

	2024 \$	2023 \$
Inventories – Beginning of year	3,481,543	3,530,161
Purchases	3,411,135	4,001,802
	6,892,678	7,531,963
Inventories – End of year	(3,053,217)	(3,481,543)
	3,839,461	4,050,420
Direct wages and employee benefits	845,404	969,715
Equipment costs	83,526	103,508
Subcontracts	327,168	30,240
	1,256,098	1,103,463
Other costs		
Indirect wages and employee benefits	551,099	295,220
Energy	145,998	161,407
Factory rent	79,886	53,465
Professional fees	113,051	164,620
Repairs, maintenance and equipment rental	191,676	181,890
Property taxes	12,293	31,562
Supplies	217,921	343,551
Freight	15,574	25,287
Amortization of property, plant and equipment	834,517	611,660
	2,162,015	1,868,662
	7,257,574	7,022,545

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

18 Selling expenses

	2024 \$	2023 \$
Salaries and wages	524,380	463,852
Advertising and promotion	886,532	1,190,997
Consultants	27,902	200,563
Selling commissions – Franchises	52,784	37,056
Shipping expenses	371,517	328,614
Travel expenses	267,459	214,938
	<hr/>	<hr/>
	2,130,574	2,436,020

19 General and administrative expenses

	2024 \$	2023 \$
Salaries and wages	1,346,875	1,411,029
Bad debts	36,579	-
Computer-related expenses	255,565	248,178
Electricity	29,903	27,862
Factory rental	-	6,799
Insurance	235,468	263,366
Office expenses	88,940	141,992
Professional fees	753,936	684,940
Property taxes	85,527	47,397
Research and development expenses, net of credit	51,955	55,414
Telecommunications	25,962	22,149
Training and dues	11,294	2,399
Government Grant	(35,869)	-
Amortization of property, plant and equipment	136,796	90,242
Amortization of intangible assets	89,245	94,324
	<hr/>	<hr/>
	3,108,743	3,096,091

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

20 Financial expenses

	2024 \$	2023 \$
Interest on long-term debt	848,678	695,819
Interest on loans from shareholders	181,269	154,699
Interest on short-term debt	121,385	67,596
Amortization of Financing costs	1,235	1,433
Other financial expenses	221,287	74,537
	<hr/> 1,373,854	<hr/> 994,084

21 Other income (loss)

	2024 \$	2023 \$
Foreign exchange gain (loss)	118,124	68,240
Interest income	97,365	62,477
Other income	42,151	-
Loss (gain) on disposal of immovable property	(3,633,804)	(166,205)
	<hr/> (3,891,444)	<hr/> (35,488)

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

22 Revenue and cost of goods sold

	2024		
	Revenue \$	Cost of goods sold \$	Gross profit \$
Product sales	11,776,669	7,220,932	4,555,737
Franchise revenue	926,268	36,641	889,627
	<u>12,702,937</u>	<u>7,257,573</u>	<u>5,445,364</u>

	2023		
	Revenue \$	Cost of goods sold \$	Gross profit \$
Product sales	12,147,649	6,859,988	5,287,661
Franchise revenue	1,677,441	162,557	1,514,884
	<u>13,825,090</u>	<u>7,022,545</u>	<u>6,802,545</u>

23 Acquisition of business

On March 3rd, 2023, the Company acquired 100% of the shares of Belowground Holdings Ltd, which holds 100% of the shares of Belowground Contracts Ltd and Belowground Ltd. This business has more than 15 years of experience in piling and foundation services. The purpose of this acquisition is to develop a franchise network in the UK and expand the market of helical piles in the UK. The total purchase consideration is \$1,341,441 (GBP 1,055,272), acquisition-related costs of \$42,941 (GBP 33,780) are included in General and administrative expenses in the consolidated statements of income and comprehensive income and in investing activities in the consolidated statement of cash flows. Details of the purchase consideration, the net assets acquired, and goodwill are as follows:

This acquisition was accounted for as a business combination using the acquisition method.

	GBP	Purchase consideration \$
Cash	439,052	558,115
Long-term debt	200,000	254,236
Contingent consideration	450,000	572,031
Total purchase consideration	<u>1,089,052</u>	<u>1,384,382</u>

GoliathTech Inc.

Notes to Consolidated Financial Statements

January 31, 2024 and 2023

(expressed in United States dollars, unless otherwise specified)

For a cash consideration of £300,000, with a balance of £200,000 payable to the seller over the next five years, a fixed amount of £150,000 as deferred payments, payable on three years, the first payment being due on the first anniversary of the Completion date, March 2024 and a contingent consideration based on the company's performance, payable over the next three years up to a maximum of £300,000. This contingent consideration has been recognized at its estimated fair value of £300,000 and is included in long-term debt.

	GBP	Final allocation \$
Accounts receivable	55,344	70,353
Other receivable	219,733	279,320
Inventories	25,384	32,268
Prepaid expenses and other assets	5,712	7,261
Property, plant and equipment	154,334	196,186
Goodwill	755,199	959,994
Accounts payable and accrued liabilities	(126,654)	(161,000)
	<hr/>	
Net identifiable assets acquired and net outflow of cash	1,089,052	1,384,382

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

Table of Contents

Article-1- License and System	2
1.01 Grant of License.....	2
1.02 Location and Territory.....	2
1.03 Licensed Business.....	4
1.04 System, Marks, and Patented Products.....	4
1.05 Minimum Purchase Requirement.....	5
1.06 Manual.....	5
1.07 Patents.....	5
Article-2- Initial and Continuing Fees and Advertising	6
2.01 Initial Fee.....	6
2.02 Marketing Fee.....	6
2.03 Management Assistance.....	7
2.04 Gross Revenues.....	7
2.05 Local Marketing.....	7
2.06 Order Cancellation Fee.....	8
2.07 Change Order Fee.....	8
2.08 Storage/Holding Fee.....	8
2.09 Rebates, Discounts and Allowances.....	8
2.10 Payments To Be Made in US Dollars.....	8
Article-3- Reports and Audits.....	9
3.01 Records And Reports.....	9
3.02 Failure to Report.....	9
3.03 Audits And Inspections.....	9
3.04 Contact With Others.....	10
Article-4- Training.....	10
4.01 Initial Training.....	10
4.02 Manager Training.....	10
4.03 Subsequent Training.....	10
4.04 Training Materials.....	11
4.05 No Warranty of Success.....	11

Article-5- Trade Secrets and Confidentiality	11
Article-6- Pre-Opening Obligations	12
6.01 Premises and Lease.	12
6.02 Required Equipment	12
Article-7- Operation of Licensed Business.....	12
7.01 Independent Contractor.	12
7.02 Personal Participation.	13
7.03 Retail Prices.....	13
7.04 Compliance with Laws.	13
7.05 Franchisee Business Operation.....	13
7.06 Restrictions on Sources of Products and Services.	14
7.07 Minimum Hours.....	15
7.08 Signs.....	16
7.09 Communications Equipment and Systems.	16
7.10 Equipment Maintenance.	16
7.11 Warranties.....	16
7.12 No Pirating of Personnel.	16
7.13 Marketing.....	17
7.14 Marketing Outside of Territory.....	17
7.15 Internet/Social Media Activities	17
7.16 New Developments.....	17
7.17 Staffing Requirements.	18
7.18 Minimum Purchase Requirements.....	18
7.19 Modular and Manufactured Home Installer Program.	18
7.20 Obligation to Notify Franchisor of Claims.....	18
7.21 Communication With Franchisor and Customers.....	19
Article-8- Indemnity and Insurance	19
8.01 Indemnity.	19
8.02 Insurance.....	19
Article-9- Renewal	20
9.01 Conditions of Renewal.....	20
Article-10- Continuation.....	21

Article-11- Entity Franchisee	21
11.01 Entity Definition.....	21
11.02 Liability of Owner(s).....	21
11.03 Restriction on Certificates of Ownership.....	21
11.04 Additional Requirements of Entity Franchisee.....	22
Article-12- Assignment or Transfer	22
12.01 Prior Consent.....	22
12.02 Conditions of Assignment.....	22
12.03 Assignment to an Entity.....	23
12.04 Approval Process.....	24
12.05 Transfer by Franchisor.....	24
12.06 No Sublicensing.....	24
Article-13- Death or Incapacity	24
13.01 Alternatives upon Death or Incapacity.....	24
13.02 Effect of Failure to Comply.....	25
13.03 Incapacity Defined.....	25
Article-14- Successors and Assigns	25
Article-15- Termination	25
Article-16- Competition with Franchisor	27
16.01 Competing Business Activities during Term.....	27
16.02 Competing Business Activities after Term.....	28
Article-17- Effect of Termination	29
17.01 Loss of Rights.....	29
17.02 Change of Identity.....	30
17.03 Changeover Procedure.....	30
17.04 Continuing Royalties.....	31
17.05 Option to Purchase Certain Assets.....	31
17.06 Payment and Terms.....	31
17.07 Survival of Terms.....	31
Article-18- Arbitration of Disputes	31
18.01 Agreement to Arbitrate.....	31
18.02 Conduct of Arbitration.....	32
18.03 Conditions Precedent to Arbitration.....	32

18.04 Limited Exceptions to Arbitration and Mediation.....	33
Article-19- Representations of Franchisee	33
19.01 Representations.....	33
Article-20- Miscellaneous Provisions.....	34
20.01 Non-waiver.....	34
20.02 Attorneys' Fees.....	34
20.03 Severability.....	34
20.04 Warranty of Authority.....	34
20.05 Estoppel Certificate.....	34
20.06 Paragraph Headings.....	35
20.07 Recitals	35
20.08 Agreement to be Drawn Up in English Language.....	35
20.09 No Third-Party Beneficiary.....	35
20.10 Choice of Law.....	35
20.11 Notices	35
20.12 Entire Agreement.....	36
20.13 Modification.....	36
20.14 Effective Date.....	36
20.15 Time of Essence.....	36
20.16 Construction.....	36
Article-21- Business Risk	36
21.01 No Promises	36
21.02 Receipt for Disclosure Document.....	36

ADDENDUMS

A. LOCATION OF LICENSED BUSINESS

B. TERRITORY

C. ASSIGNMENT OF TELEPHONE NUMBER

D. PERSONAL GUARANTY

E. TRADE SECRETS & CONFIDENTIALITY AGREEMENT

F. MUTUAL TERMINATION AND RELEASE AGREEMENT



FRANCHISE AGREEMENT

Franchise Agreement No.: _____

DATED: _____ (“Effective Date”)

BETWEEN: **GoliathTech Inc.** (Franchisor”)

AND: _____ (“Franchisee”)

TERRITORY: _____

RECITALS

WHEREAS Franchisor has developed a unique system offering and installing helical piles (screw piles) operating under the Marks and using the System (hereinafter the “System”);

WHEREAS Franchisor owns the tradename “**GoliathTech**” and related logos and marks and trade dress as more fully described in this Agreement (hereinafter the “Marks”);

WHEREAS, as between Franchisor and Franchisee, Franchisor is the owner of all goodwill associated with and to become associated with the Marks, the value of which Franchisee acknowledges;

WHEREAS Franchisee recognizes the advantages and value of the System and Marks and desires to obtain a license for a **GoliathTech** business (hereinafter the “Licensed Business”);

WHEREAS Franchisee recognizes the necessity and value of maintaining high standards and uniformity of appearance, image, products, services and customer relations in conformity with the System as Franchisor may reasonably modify it from time to time; and

WHEREAS Franchisee is aware of the risks, business and otherwise, associated with owning a GoliathTech Licensed Business and has independently evaluated those risks without relying upon any representations from Franchisor or Franchisor's agents regarding revenues, profits or probability of success, excepting only those representations and accompanying cautions contained in Franchisor's Franchise Disclosure Document, revenues, profits or probability of success being affected primarily by factors beyond Franchisor's control, including Franchisee's skill, personality, diligence and dedication and general regional or local economic or demographic conditions;

WHEREAS, Franchisor, in reliance upon Franchisee's representations, is willing to provide certain training and other services and to grant a license, but only on the terms of this Agreement, which terms Franchisee understands and accepts, and both parties acknowledge to be reasonable and material.

NOW THEREFORE, for and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, and each party fully intending to be legally bound hereby, Franchisor and Franchisee mutually agree as follows:

Article-1-License and System

1.01 Grant of License.

Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee a non-exclusive license to operate one (1) **GoliathTech** franchise business using the System and Marks for a period of 5 years from and after the Effective Date of this Agreement, said helical piles installation business is to be located only at the location specified in Addendum A hereto, or at such other location within or outside of the Territory at Franchisee's discretion, and without the Franchisor's prior approval. Franchisee, based upon Franchisee's own research and knowledge, shall select a location within 6 months after signing this Agreement and that location shall be accurately stated in Addendum A.

1.02 Location and Territory.

1.02.01 Territory. Except as specifically permitted by this Agreement, Franchisee's **GoliathTech** business shall be the only **GoliathTech** business to operate within the geographical territory described in Addendum B hereto (the "Territory"). Except as specifically permitted by this Agreement, Franchisor will not locate or open a competitive **GoliathTech** business in the Territory, either company-owned or franchised, during the term of this Agreement, so long as Franchisee is not in breach of this Agreement. Franchisee shall not distribute or publish advertising or otherwise market outside Franchisee's territory except in compliance with this Agreement and the Manual. Franchisee may provide services or products outside of its Territory provided another Franchisee has not been granted a license to that Territory. Franchisee may not provide services or products to a customer located in the Territory of another Franchisee under any circumstances. If Franchisee is not able to perform a project in the Territory for any

reason, including because of a conflict of interest or because Franchisee fails to respond to a customer requesting a quotation, Franchisor may assign the project to another franchisee, who may bid on and complete the project in the Territory.

1.02.02 National and Regional Accounts. Franchisor or Franchisor's affiliate or designee may solicit, enter into and service national or regional account contracts with businesses that have locations or conduct business within the Territory, such as modular home manufacturers and manufactured home manufacturers ("MHMs"), regardless of whether Franchisee previously serviced such business in the past and without compensation to Franchisee. Franchisee may be given the option to service the national or regional account in the Territory, at the Franchisor's sole discretion; provided that if Franchisee is given such option, Franchisee must agree to do so, and continue to do so, under the terms and conditions of Franchisor's agreement with the national or regional account. Franchisee may be compensated for third party installations conducted in the Territory under the Franchisor's agreement with the national or regional account, at the Franchisor's sole discretion. Franchisee may not solicit business from a national or regional account, such as MHMs, or any of their divisions and subsidiaries, without the Franchisor's express written consent, which may be withheld in the Franchisor's sole discretion.

1.02.03 MHI Program. Franchisor may enter, and has entered, into direct product sale relationships with modular and manufactured home installers (MHIs) within or outside the Franchisee's Territory, as part of Franchisor's Modular and Manufactured Home Installer Program which is further discussed in Section 7.19 of this Agreement.

1.02.04 Acquisitions by Franchisor. Franchisor may acquire, whether through acquisition of assets or ownership interests, merger or otherwise (regardless of the form of transaction), other businesses that compete with Franchisee in the Territory. Once acquired, Franchisor may continue to operate these businesses and may franchise, license, or create similar arrangements with respect to these competitive businesses, including in the Territory. Franchisor may operate the competitive business either independent of the System, or in a manner of co-branding with the System, or the competitive business may be re-branded under the Marks or the Licensed Business may be re-branded under the marks of the competitive business.

1.02.05 Acquisition of Franchisor. Franchisor may be acquired, whether through acquisition of assets, ownership interests, merger or otherwise (regardless of the form of transaction), by a business that competes with Franchisee in the Territory. Once acquired, the acquiror may continue to operate its competitive businesses and may franchise, license, or create similar arrangements with respect to these competitive businesses, including in the Territory. Acquiror may operate its competitive business either independent of the System, or in a manner of co-branding with the System, or the competitive business may be re-branded under the Marks or the Licensed Business may be re-branded under marks of a competitive business.

1.02.06 Additional Territory. Subject to Franchisor's prior written approval, if Franchisee is in full compliance with this Agreement and the Manual, Franchisee may be permitted to acquire an additional or adjacent territory that has not been assigned to another franchisee. The price of such territory shall be \$37,125USD excluding the equipment package which is to be purchased separately. The purchase price for the additional territory is payable, in full, upon the signing of an addendum granting the territory to Franchisee.

1.03 *Licensed Business.*

The term “Licensed Business” means a business in which the Franchisee engages in the business of selling and installing helical piles, manufactured by Franchisor, pursuant to the terms of this Agreement. Franchisee will provide these services operating under the Marks and using the System (hereinafter the “System”). Franchisor shall have the right to add or delete or change product and service offerings at any time and Franchisee agrees to comply with such changes.

1.04 *System, Marks, and Patented Products.*

1.04.01 Franchisee agrees to operate the Licensed Business only according to the System and only under the Marks pursuant to the Manual. Franchisee acknowledges that Franchisor owns all rights to the System and the Marks and Franchisee has only such rights as this Agreement grants. For purposes of this Agreement, the “System” includes the rights and obligations set forth in this Agreement, the Operating Manual furnished to the Franchisee as amended from time to time, Franchisor’s name, training, methods of operation, reputation, advertising, system, and similar benefits pursuant to which the Franchisee operates the Licensed Business.

1.04.02 Unless otherwise first approved by Franchisor in writing or unless otherwise required by applicable law, Franchisee agrees to do business only under the name “**GoliathTech**”. Franchisee shall not use the Marks in any manner not specifically approved by Franchisor, including, without limitation, as part of any domain name or other address on any portion of the Internet or any new medium, including as part of any meta tag(s) or similar use. Franchisee shall register the Licensed Business in the Territory under any “doing business as” or “assumed” name assigned by Franchisor.

1.04.03 Franchisee shall immediately notify Franchisor, in writing, if Franchisee learns of any attempt by any person to infringe the Marks or to wrongfully appropriate the System or any part of it. Franchisor may, in its sole discretion, take whatever action it deems appropriate to protect or defend the Marks or System but is not obligated to take any action whatsoever. Franchisee agrees to fully cooperate with Franchisor in any action anticipated by or taken by or on behalf of Franchisor. Franchisee understands that it may become necessary, in Franchisor’s sole discretion, to change, totally or in part, the Marks, as a result of litigation or otherwise. In that event, Franchisee agrees to immediately adopt the new or revised Marks, and Franchisor’s maximum liability, including for any purported goodwill, shall be to reimburse Franchisee the actual out-of-pocket costs of changing the principal signs identifying the Premises.

1.04.04 Franchisor may change the System or any part of the System at any time, and as changed it shall remain the System pursuant to this Agreement. Franchisor shall own any improvements or changes in the System whether developed by Franchisor, by Franchisee or by other franchisee(s) and shall have the right to adopt and perfect such improvements or changes without compensation to Franchisee or other franchisees. If Franchisor modifies the System, Franchisee shall, at Franchisee’s own expense except to the extent specifically provided in this Agreement, adopt, and use such modification(s) as if it were part of the System at the time of execution of this Agreement.

1.04.05 Franchisee acknowledges that Franchisor owns, in connection with the Marks, all goodwill associated with or to become associated with the telephone numbers and telephone

listings and agrees to execute an Assignment of Telephone Numbers in the form of Addendum C, attached.

1.05 *Minimum Purchase Requirement*

Franchisee is required to purchase a minimum quantity of Franchisor's manufactured products per year (the "Minimum Purchase Requirement"). The following Minimum Purchase Requirement shall be determined on a twelve (12) month basis, commencing on the date Franchisee commences operation of its franchised business and minimum purchases shall apply to each franchised Territory owned by a Franchisee. Product sold directly to an MHI by Franchisor shall not be included in the determination of Franchisee's compliance with its Minimum Purchase Requirement. In the event Franchisee shall fail to meet the Minimum Purchase Requirement, Franchisor has the option to terminate this Agreement.

Minimum Purchase Requirements of Franchisor's Manufactured Products

Year 1 (months 1 – 12)	\$15,000
Year 2 (months 13 – 24)	\$25,000
Year 3 (months 25 – 36)	\$35,000
Year 4 (months 37 – 48)	\$45,000
Year 5 (months 49 – 60)	\$50,000

10% yearly incremental increase of the then-current franchise agreement after Year 5.

1.06 *Manual.*

Franchisor agrees to loan to Franchisee, or to make available to Franchisee in electronic format, during the term of this Agreement one or more operations manuals (the "Manual"), together with such updates and modifications as Franchisor may from time to time provide to Franchisee. Franchisor may make any changes or modifications in the Manual as in Franchisor's sole judgment are desirable. Franchisee agrees that if there should, at any time, be a discrepancy between the terms of Franchisee's copy of the Manual and the master copy maintained in Franchisor's corporate headquarters, the terms of the master copy shall prevail. Franchisee agrees, at all times, to conform to the Manual in all respects including to obtain any equipment, fixtures, personnel or technology necessary to do so. The Manual is and shall at all times remain the property of Franchisor and shall be returned to Franchisor upon expiration, termination or non-renewal of this Agreement for any reason. Franchisee agrees not to make it available to or permit another to make any copies of the Manual or any portion thereof without Franchisor's prior written consent. Franchisee acknowledges and agrees that the fair value of the Manual is at least five hundred dollars (\$500).

1.07 *Patents.*

Franchisee shall immediately notify Franchisor, in writing, if any claim, demand, notice, or legal process is served on Franchisee alleging or asserting that Franchisor's proprietary products infringe on the patent or intellectual property rights of another party. Franchisor will indemnify

and hold Franchisee harmless from all damages arising out of or based on the claims of patent infringement asserted by a third party. Franchisor shall have the sole right to control all litigation. Franchisee agrees to fully cooperate with Franchisor in any litigation or other proceedings as may be reasonably required by Franchisor. Franchisee understands that it may become necessary, in Franchisor's sole discretion, to discontinue the sale of the proprietary helical piles, as a result of litigation or otherwise. In that event, Franchisee agrees to substitute a comparable product, and Franchisor's maximum liability, including for any purported goodwill, shall be to repurchase from Franchisee its inventory of product at Franchisee's actual cost.

Article-2-Initial and Continuing Fees and Advertising

2.01 Initial Fee.

The Initial Fee for the **GoliathTech** Franchise is \$49,500USD. The Initial Fee shall be paid in cash or in immediately available funds when Franchisee signs the Franchise Agreement. The Initial Fee is non-refundable under any conditions. You must also purchase the Starter Equipment Kit from us. The price of the Starter equipment Kit is approximately Eleven Thousand One Hundred to Fifteen Thousand (\$11,100 to \$15,000) US Dollars.

2.02 Marketing Fee.

2.02.01 Franchisee shall pay to Franchisor a per product invoice Marketing Fee in the amount equal to 6% of the Franchisee's Product purchases from Franchisor. Products purchased for use in the modular or manufactured home industry by either a Franchisee, an MHI, or a MHM are not subject to the 6% Marketing Fee. Franchisor may add a marketing fee, at its own discretion, for some or all modular or manufactured home industry products. Franchisor may raise or reduce or discontinue the 6% Marketing Fee, or any other marketing fee, at any time and may, thereafter, reinstate it upon a new thirty-day notice. If Franchisee owns more than one **GoliathTech** franchise Territory, Franchisee may or may not have to report the territories sales as directed by the Franchisor but will have to pay the 6% Marketing Fee for all purchases made for each franchise Territory upon product purchase unless otherwise directed by Franchisor. The Franchisor may also exempt the products purchased for use by other national or regional accounts from all or part of the 6% Marketing Fee.

2.02.02 Franchisor shall maintain all Marketing Fees collected; net of any taxes Franchisor is required to pay on account of having collected the Marketing Fees. Upon Franchisee's written request, Franchisor will provide an unaudited annual accounting as to the aggregate amount of Marketing Fees collected and their use and application by general category, which accounting will be prepared within ninety days following the end of Franchisor's fiscal year. Franchisee acknowledges and agrees that each such accounting is a Trade Secret and shall be treated as such according to this Agreement. Except as herein specifically provided, Franchisee waives all compliance with the Uniform Trust Accounting Act and related or similar laws to the broadest extent permitted by law.

2.02.03 Franchisor shall use Marketing Fees collected, net of taxes and governmental fees, for advertising, marketing, and promotion for the benefit of Franchisor's System. Selection of marketing, advertising and promotion location, scope, content, copy, timing, and approach shall be by Franchisor and in Franchisor's sole discretion. Franchisor may use some of the funds, in its discretion, for market research, production and administration of the advertising program.

Franchisor will attempt to benefit all of Franchisor's franchisees through the marketing program over all; however, not every element of the marketing and promotion program will necessarily directly benefit any specific franchisee. In making its marketing decisions, Franchisor will consider but not be bound by advice from any advisory committee(s) of franchisees recognized by Franchisor.

2.02.04 Franchisor shall have no duty to conduct any marketing program and if Franchisor does conduct a program, Franchisor makes no representations or warranties regarding the nature of the marketing to be conducted or about how it will affect Franchisee's revenue.

2.03 Management Assistance.

In the event Franchisee requests Franchisor to provide extraordinary management or support services at Franchisee's location or in Franchisee's Territory, Franchisee shall incur a fee for such extraordinary services. All such extraordinary services shall be arranged as provided in the Manual.

2.04 Gross Revenues.

The term "Gross Revenues" shall mean the full price of all goods and services sold by Franchisee from or relating to the Licensed Business, whether or not Franchisee has received cash or other consideration. The only thing not included in Gross Revenues is taxes or fees Franchisee is required to collect on behalf of the government and which Franchisee actually remits. Gross Revenues are calculated at the time Franchisee sells the goods or services, without regard to when the Franchisee receives or expects to receive cash or other consideration therefore.

2.05 Local Marketing.

Franchisee shall spend, on a monthly basis, 3% of Gross Revenues on local marketing. Local marketing expenditures shall be in addition to the Marketing Fees paid, pursuant to paragraph 2.02.

2.05.01 Local Marketing.

In addition to complying with any specific marketing requirements of Franchisor, Franchisee shall place and pay for such other marketing as Franchisee deems necessary and appropriate. Franchisee shall be responsible to assure that all marketing so placed complies with the Manual and serves to enhance and not detract from or harm the Marks and the goodwill attached and to become attached thereto. Franchisee shall promptly send to Franchisor's approved marketing firm copies of all marketing copy and media used. In the event Franchisor's approved marketing firm deems any advertisement or marketing technique to be not in compliance with this paragraph, Franchisee shall, immediately upon receipt of a written notice from Franchisor, cease using the subject advertisement or marketing technique and shall thereafter fully comply with this paragraph. If Franchisee violates this paragraph more than two times in any twelve-month period, Franchisor may, in addition to all other remedies available pursuant to this Agreement, require Franchisee to obtain prior written of copy and marketing technique for all or certain categories of marketing.

2.06 Order Cancellation Fee.

The Franchisor at its sole discretion may permit the Franchisee to cancel an order that is either in process or that has been completed but that has not yet shipped. Should the Franchisor permit the Franchisee to cancel an order, the Franchisor shall impose a fee (the "Processing and Handling Fee ("PHF")") equal to three (3%) percent of the total order price plus an administrative fee ("AF") of One Hundred Fifty Dollars (\$150). The minimum processing and handling fee shall be One Hundred Fifty Dollars (\$150) and will apply to orders of less than Five Thousand Dollars (\$5,000). The processing and handling fee is due and payable at the time of cancellation by credit card.

2.07 Change Order Fee.

In the event that the Franchisee shall add or subtract items from a previously placed order that is either in process or that has been completed but that has not yet shipped, the Franchisor shall impose a fee processing and handling fee ("PHF") equal to the greater of three (3%) percent of the price of the items removed or added to the order or One Hundred Fifty Dollars (\$150). The processing and handling fee will be added to the Franchisee's invoice.

2.08 Storage/Holding Fee.

In the event that the Franchisee shall request the Franchisor to hold any order ready for shipment for more than five (5) days of the date the order is packed, the Franchisor shall impose a Storage Fee ("SF") equal to the greater of three (3%) percent of the price of the items requested to be held back or One Hundred Fifty Dollars (\$150) for the first seven (7) days. For each additional week or any part thereof that the order is held at the Franchisee's request, the Franchisor shall impose an additional Storage Fee equal to the greater of three (3%) percent of the price of the order or One Hundred Fifty Dollars (\$150).

2.09 Rebates, Discounts and Allowances.

The Franchisor may negotiate for the Franchisee and Franchisor to receive discounts based upon product volume purchased from Our approved suppliers.

2.10 Payments To Be Made in US Dollars.

All payments required to be made by the Franchisee to the Franchisor pursuant to this Agreement are payable to the Franchisor in US Dollars. All references to "Dollars" in this Agreement means U.S. Dollars.

Article-3-Reports and Audits

3.01 Records And Reports.

Franchisee shall at all times maintain true and accurate business records in the manner specified by Franchisor and by state or local regulators. Franchisee shall, on a monthly basis or at such other intervals as specified by Franchisor, provide Franchisor with such report(s), in the form(s) specified by Franchisor, as Franchisor may require, and at such times as Franchisor may require, including, but not limited to, reports of Gross Revenues, reports of business expenses and overhead, customer information, copies of detailed purchase invoices, number and type of transactions, identity of vendors, the amount of marketing expenditures, detailed records of marketing expenditures, copies of inspection reports, and weekly or monthly sales summary. By submitting any reports to Franchisor, Franchisee is certifying that they are true and correct. Within ninety (90) days following the end of each calendar year, Franchisee shall provide Franchisor with a copy of Franchisee's balance sheet and an income and expense statement for the year. At the time they are filed, Franchisee shall provide Franchisor with copies of Franchisee's federal income tax return(s) and state and local excise tax returns, if applicable, together with all exhibits and schedules thereto and all amendments thereafter.

Franchisor is authorized to rely upon such reports and financial documents and to disclose them to governmental authorities as and if properly requested. Franchisor may use data from the reports and financial documents in composite or statistical form for any purpose in Franchisor's sole discretion. Franchisor is authorized to obtain or verify the information and reports described herein by electronic means from Franchisee's computer(s), at any time, without prior notice, at Franchisor's sole election. Franchisee shall retain all business records for at least five (5) years or such longer period as may be required by applicable law.

3.02 Failure to Report.

If Franchisee fails, for any reason, to timely deliver to Franchisor any required report with all required information, Franchisor is authorized, to assess Franchisee a penalty of not more than Five Hundred (\$500) US Dollars. Franchisee hereby authorizes Franchisee's bank to make such transfers upon Franchisor's request. No action taken under this sub-paragraph shall constitute a cure of any breach by Franchisee, an election of remedies by Franchisor or act, in any way, to limit Franchisee's liability to pay fees under this Agreement.

In the event that Franchisee has failed to deliver to Franchisor the following documents within ninety (90) days from Franchisee's fiscal year end, Franchisee shall be in material default of this Agreement, which default may be cured within seven (7) days of Franchisor's notice; balance sheet and profit and loss statement for the fiscal year just ended.

3.03 Audits And Inspections.

Franchisor shall have the right, at any time to request an audit or inspection of the Franchisees licensed business. Franchisor will incur the cost of any inspection of the licensed business requested by the Franchisor. Should Franchisee at any time cause an audit to be made of Franchisee's Licensed Business, Franchisee shall cause a copy of the report of said audit to be delivered to Franchisor without any cost or expense to Franchisor.

3.04 *Contact With Others.*

Franchisor shall have the right, in Franchisor's sole discretion and without further notice to Franchisee or to any other person or entity, to contact any of Franchisee's customers, landlord, accountant, vendors, or other persons within Franchisee's Territory or otherwise for the purpose of verifying the accuracy of any information submitted by Franchisee, for quality assurance or for any other purpose not inconsistent with this Agreement.

Article-4-Training

4.01 *Initial Training.*

4.01.01 Franchisee and Franchisee's designated manager, if applicable, shall successfully complete Franchisor's initial training program. During Your franchise term, We will provide initial training to You and up to four additional employees as part of Your Initial Fee. The initial training program will be approximately 36 hours in length and shall be conducted at such location(s) as Franchisor specifies. The initial training may be conducted, in whole or in part, at Franchisor's corporate office in Magog, Quebec. For training requests at the Franchisees location, and approved by Franchisor, the Franchisee shall pay for the trainers' expenses for travel, and room and board. Franchisee and Franchisee's manager, if applicable, will be required to execute a consent, waiver and release before beginning training, relieving Franchisor or other franchisees who might be involved in the training of liability for wages, benefits, and for injury, damages or harm that might occur while training in the facilities of Franchisor or another franchisee. Franchisee shall be responsible for all salaries, compensation, benefits, and living and travel expenses of trainees. After the initial training, Franchisor will be available for such reasonable consultation as Franchisor deems appropriate.

Franchisor reserves to itself the exclusive right to determine whether Franchisee and other trainees have satisfactorily completed the training program. If Franchisee and Franchisee's designated Manager, if applicable, do not satisfactorily complete the initial training program, Franchisor may terminate this Agreement. Franchisee acknowledges that such failure to satisfactorily complete the initial training program is grounds for termination of this Agreement.

4.02 *Manager Training.*

At all times, Franchisee or Franchisee's Manager in charge of operating the Licensed Business shall be an individual who has successfully completed Franchisor's Manager training program and who otherwise meets Franchisor's Manager criteria. Any new Manager shall successfully complete Franchisor's Manager training program within 60 days after assuming the role of Manager. There shall be an estimated charge of \$500 per person per day for the subsequent training. In all cases, Franchisee shall be solely responsible for any salaries, compensation, benefits and living and travel expenses of trainees.

4.03 *Subsequent Training.*

Franchisor may require Franchisee and Franchisee's Manager to complete additional training at a location determined in Franchisor's sole discretion. There shall be a charge of \$500 per group trained per day for the subsequent training. If the training is conducted at Franchisee's location, Franchisee shall also pay our trainers expenses for travel, and room and board. Franchisee shall,

in any event, be solely responsible for all salaries, compensation, benefits, and living and travel expenses of trainees.

4.04 Training Materials.

Franchisor may, from time to time, provide or make available to Franchisee training materials and equipment for providing training for Franchisee's manager(s) and employees. Franchisor may charge a reasonable fee for such materials and equipment. Franchisee agrees that all such materials are Trade Secrets pursuant to this Agreement. Franchisee agrees to require all its managers and employees, as applicable, to successfully complete any such training program(s) if Franchisor designates them as mandatory.

4.05 No Warranty of Success.

Franchisor's determination that Franchisee or Franchisee's employee(s) have successfully completed any training shall not be a warranty or representation that the person can or will successfully operate the Licensed Business or any aspect thereof.

Article-5-Trade Secrets and Confidentiality

Franchisee will have access during the course of this Agreement to confidential information and trade secrets that are the property of Franchisor. Confidential information includes, but are not limited to, the System, the Manual, formulas, methods, customer lists and related information, vendor and pricing lists and policies, the Training, and other programs, techniques, and policies as they may be developed by Franchisor from time to time. Franchisee acknowledges that the Confidential Information and Trade Secrets derive independent economic value from not being generally known to, and not readily ascertainable by proper means by, other persons who could obtain economic value from their disclosure or use. Franchisee agrees to not disclose or in any way make available to any unauthorized person(s) any Confidential Information, Trade Secret(s) or any information regarding any Confidential Information, Trade Secret(s) or any proprietary information made available to Franchisee by Franchisor. Franchisee shall hold all such information in complete confidence. Franchisee will not disclose any Confidential Information or Trade Secrets whatsoever to any person(s) not employed by or under contract with Franchisee. Franchisee will disclose Confidential Information or Trade Secrets only to those employees and agents of Franchisee with a legitimate need to know, each of whom Franchisee warrants will be subject to this article. Franchisee shall cause every Manager and every employee who has access to Confidential Information or Trade Secrets to sign a Confidentiality and Nondisclosure Agreement in the form prescribed by Franchisor, the current form of which is Addendum E hereto. Franchisee agrees that Franchisor shall have sole discretion in determining what items or information is confidential or Trade Secrets and that any items or information designated as confidential or as Trade Secrets by Franchisor in the Manual or otherwise in writing shall be treated as such under this Agreement whether such items or information would be trade secrets under any other applicable legal or other definition(s), including any applicable statutes. In addition to all other remedies available to Franchisor, upon proof of violation of this Article by Franchisee, Franchisee agrees that Franchisor shall be entitled to liquidated damages in an amount equal to the greater of: (a) the sum of the average monthly Marketing Fees paid or payable by Franchisee during the preceding twelve months, multiplied by the number of months, or portion thereof, during which Franchisee was in violation of this Article or (b) one hundred percent of the gross revenues received or receivable by Franchisee or any transferee of any

Trade Secrets during every day, or portion thereof, during which Franchisee was in violation of this Article. Franchisee acknowledges and agrees that, in the event of Franchisee's violation of this Article, proof of actual damages would be difficult and that the formula for calculating liquidated damages contained herein is a reasonable estimate of what actual damages would be. The foregoing formula does not result in a penalty.

Article-6-Pre-Opening Obligations

6.01 Premises and Lease.

Franchisee shall be solely responsible for selecting the location for the Licensed Business that complies with the Manual (hereinafter "the Premises"). Franchisee may locate the Licensed Business at such location as Franchisee shall determine, without the necessity of obtaining the Franchisor's prior consent.

6.02 Required Equipment

Franchisee shall acquire install and use, at Franchisee's sole expense the Required Equipment. The current list of Required Equipment is contained in the manual. Franchisee understands that the specific list of Required Equipment may be different for Franchisee's Licensed Business than for other franchisees or company-owned businesses on account of differences in the Premises, lease terms, demographics or otherwise and that Franchisor shall have the right to modify the list of Required Equipment in the Manual or otherwise in writing. All Required Equipment shall meet or exceed Franchisor's specifications. Franchisee shall purchase the Required Equipment only from vendors approved by Franchisor.

Article-7-Operation of Licensed Business

7.01 Independent Contractor.

Each party to this Agreement is and shall remain an independent contractor and shall control the manner and means of operation of its respective business and shall exercise complete control over and responsibility for all labor relations and the conduct of its agents and employees. Neither party shall be considered or held out to be agent(s), joint venturers, partners or employee(s) of the other, except as specifically authorized by this Agreement. Neither party shall negotiate or enter into any agreement or incur any liability in the name of or on behalf of the other unless, and to the extent, specifically authorized by this Agreement. Franchisee shall prominently display signs at all times in the manner specified by Franchisor, indicating the name of the Franchisee and stating that the Licensed Business is independently owned and operated. Franchisee's business forms that bear the Marks shall contain Franchisee's name and a statement that the Licensed Business is independently owned and operated in such form as Franchisor may specify.

7.02 Personal Participation.

Throughout the term of this Agreement, Franchisee shall either devote Franchisee's full time and effort to actively managing the Licensed Business or delegate its management to a responsible person. Notwithstanding any delegation of authority hereunder, Franchisee shall reserve and exercise ultimate authority and responsibility with respect to the operation and management of the Licensed Business. If Franchisee employs a Manager to run the day-to-day operations, the Manager shall be required to attend and successfully complete Franchisor's training program prior to taking over full day-to-day responsibilities, at no additional charge. However, Franchisee shall be solely responsible for all travel and living costs of trainees. Franchisee shall devote such time and effort to the Licensed Business as Franchisee determines but shall reserve and exercise ultimate authority and responsibility with respect to the operation and management of the Licensed Business.

7.03 Retail Prices.

Franchisor may establish the maximum prices and pricing strategies for products and services to the extent permitted by applicable law. However, Franchisee may set prices lower than maximum pricing established by Franchisor but may not exceed the maximum pricing.

7.04 Compliance with Laws.

Franchisee shall be solely responsible, at Franchisee's sole cost and expense, for obtaining and maintaining all necessary or required permits and licenses to operate the Licensed Business. Franchisee is solely responsible for strictly complying with each law, ordinance and regulation applicable to the Licensed Business, including, but not limited to, licensing, health, safety, environmental, consumer and labor regulations. Franchisee shall timely pay all applicable taxes as they come due but may challenge the amount or applicability thereof; provided, that Franchisee hereby agrees to indemnify, hold harmless and defend Franchisor from all liabilities for taxes based upon Franchisee's operations.

7.05 Franchisee Business Operation.

Franchisee understands and acknowledges that every detail of the System and of the operation of the Licensed Business is important to Franchisee, Franchisor and other **GoliathTech** franchisees to maintain and further develop high and uniform operating standards, to increase the demand for products sold by Franchisor and all franchisees, to enhance the image of Franchisor and the Marks, and to protect Franchisor's reputation and goodwill. Therefore, Franchisee agrees that:

7.05.01 Compliance with Manual. Franchisee shall operate the Licensed Business in conformity with such uniform methods, standards and specifications as Franchisor may prescribe, in the Manual or otherwise, to ensure that the highest degree of quality and service is uniformly maintained. Franchisee shall acquire and maintain, at all times, all equipment required by Franchisor for operation of the Licensed Business. Franchisee shall offer all of the goods and services designated by Franchisor and no others without the written consent of Franchisor, which consent Franchisor may withhold for any reason.

7.05.02 Image. Franchisee shall, at all times, work to protect and enhance Franchisor's image and, specifically, shall maintain employees or workers in the Licensed Business whose appearance, attire, attitude, reputation and demeanor are consistent with Franchisor's image. Franchisee acknowledges and agrees that Franchisor shall have sole discretion in determining what constitutes Franchisor's image, and further acknowledges that said image is constantly evolving as markets change and evolve.

7.05.03 Business Dealings. Franchisee shall not, at any time, engage in any business dealings in relation with the Licensed Business or the Franchise which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, the goodwill associated with the Marks, or to any customer or vendor of Franchisee.

7.05.04 Maintenance. Franchisee shall, at Franchisee's sole cost and expense, maintain the Premises, inside and out, in the highest degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including without limitation, such periodic cleaning, repainting, repairs to impaired equipment and replacement of obsolete signs and equipment as Franchisor may reasonably direct.

7.05.05 Advisory Committees. Franchisee shall participate, at Franchisee's sole expense, in local, regional, and national franchisee advisory committees or councils if established or sanctioned by Franchisor.

7.05.06 Business Verticals. Franchisee shall make its best efforts to market Franchisor's products to all potential channels and business types as Franchisor may direct. Any effort by Franchisee to offer product to any one specific channel or customer type to the exclusion of all others is a material breach of this Agreement.

7.06 Restrictions on Sources of Products and Services.

7.06.01 Specifications. As to all equipment, supplies and inventory necessary to operate the Licensed Business, except as otherwise specified herein, Franchisee must purchase them from Franchisor or from an approved supplier, and must meet Franchisor's specifications, if any. Franchisee is responsible for all customs, brokerage and taxes applicable to such equipment, supplies and inventory. The current list of Items subject to specifications is included in the Manual. Franchisor reserves the right to change the list of Items that Franchisee must purchase in accordance with specifications. Franchisor reserves the right to require Franchisee to purchase only from suppliers that Franchisor has approved.

7.06.02 Delivery of Goods. Franchisor agrees to act in good faith and make commercially reasonable efforts to deliver the goods ordered by the franchisee within a commercially reasonable time. Franchisor shall not be held responsible for unavoidable circumstances which could delay delivery in a timely fashion.

7.06.03 Items Bearing Marks and Proprietary Items. Franchisee shall purchase only from Franchisor or a supplier approved by Franchisor all Items used to start or operate the Licensed Business that contain or bear the Marks or that are proprietary to Franchisor. In addition, Franchisee shall purchase from a supplier approved by Franchisor, all signs used to identify the Licensed Business.

7.06.04 Other Suppliers. Franchisor will approve other suppliers of non-proprietary items if Franchisee or the supplier requests the approval in writing and if the supplier demonstrates to the satisfaction of Franchisor that it is financially capable and can provide Item(s) or service(s) that meet Franchisor's standards and that it is willing and able to protect Franchisor's proprietary information. Franchisor may charge a reasonable fee to cover its costs in evaluating a proposed supplier. Franchisor will normally make its decision within thirty days after it receives all of the requested information and any requested samples. Franchisor reserves the right to withdraw approval of any supplier whose performance falls below Franchisor's standards.

7.06.05 Unspecified Products. Franchisee may obtain any Item used in the Licensed Business that Franchisee is not required to purchase in accordance with specifications or from an approved supplier from any source, so long as the Item is consistent with Franchisor's image. Should Franchisor later publish specifications or require use of an approved supplier, Franchisee shall comply with that requirement.

7.06.06 Inventory. Franchisee shall, at all times, maintain a sufficient inventory of Items so that the Licensed Business can operate at maximum capacity.

7.06.07 Training and Other Services. Certain services may be available to Franchisee only through Franchisor or an affiliate, including mandatory training. Franchisee will be required to pay the usual price for any of these services, unless otherwise provided in this Agreement.

7.06.08 Proprietary Items. Proprietary Items are Items that contain one or more unique characteristics which are either not known to the construction industry or which are subject to protection as intellectual property or Trade Secrets, and can include packaging, trademarks or containers. Patented or patentable Items are Proprietary Items. Franchisor or its Affiliate(s) may develop Proprietary Items. Franchisor or an Affiliate will (i) manufacture, supply and sell Proprietary Items to franchisees of Franchisor, and/or (ii) disclose the formula for and methods of preparation of the Proprietary Items to one or more supplier(s) who will be authorized by Franchisor to manufacture Proprietary Items to Franchisor's precise specifications and sell Proprietary Items to franchisees of Franchisor and/or (iii) license Franchisee to use them pursuant to this Agreement. If required, Franchisee shall purchase and use Proprietary Items from Franchisor or from supplier(s) so authorized by Franchisor. Franchisor or its Affiliate(s) will derive revenue and profits from Franchisee's purchases of any Proprietary Items. Franchisor or its Affiliate(s) may distribute Proprietary Items through alternative channels of distribution, including near Franchisee's location.

7.07 Minimum Hours.

The normal hours of operation shall be Monday through Friday, 7 a.m. – 4 p.m., subject to seasonal and holiday adjustments; however, Franchisor, in its sole discretion may, from time to time specify different hours of operation. Franchisee may request different hours for good cause. The dates and hours of operation may not be the same for all Licensed Businesses or all franchisees, even in the same general area, because of local conditions. Franchisee shall have not less than ten business days to adjust to any increase in the minimum hours required by Franchisor for Franchisee's location.

7.08 Signs.

Franchisee agrees to obtain, install and maintain on the Premises and on certain vehicles used in the Licensed Business, appropriate signs bearing the Marks as specified by Franchisor. Any deviation from the required signage shall be subject to Franchisor's approved marketing firm prior written approval.

7.09 Communications Equipment and Systems.

Franchisee shall purchase and use in the Licensed Business communications equipment or systems and service as required by Franchisor and shall update or replace such equipment, systems and service as required, but Franchisor will not require replacement more than once per year. Except as otherwise required or permitted by this Agreement or by applicable law, Franchisee shall use only the communications systems designated by Franchisor. All communications between Franchisor and Franchisee shall be done via the Franchisee's Goliathtechpiles.com email address relating to the Licensed Business. Franchisee will obtain a separate Goliathtechpiles.com email address for each Territory it operates at Franchisee's expense. Franchisor shall have a proprietary interest in all communications made through any communications systems maintained or provided by Franchisor. Furthermore, Franchisor shall have a proprietary interest in all communications made through any communications systems maintained or provided by one or more approved suppliers or business associates of the Franchisor. Franchisee acknowledges that the provisions of this paragraph 7.09 are reasonable and necessary and beneficial to the **GoliathTech** franchise system. Franchisee shall monitor and respond to all communications in a timely manner as specified in the Manual.

7.10 Equipment Maintenance.

Franchisee shall be solely responsible, at Franchisee's cost and expense, for maintaining, repairing, and replacing, when appropriate, all equipment required, recommended, or permitted pursuant to this Agreement.

7.11 Warranties.

Franchisee shall not represent to any customer or the public that Franchisor provides any warranty as to the quality of any product or service, unless Franchisor has specifically authorized such warranty in writing. If Franchisee offers any warranties, they shall be in writing and shall clearly state, both in the warranty and in any promotional or advertising materials, that the warranty is available and will be honored only by Franchisee. Franchisee hereby indemnifies, holds harmless and agrees to defend Franchisor, its related companies and all other **GoliathTech** franchisees from any and all claims of whatever nature arising from any such additional warranties made by Franchisee. Franchisee shall participate in and comply with any warranty program that Franchisor may adopt from time to time.

7.12 No Pirating of Personnel.

During the term of this Agreement and for a period of two (2) years following Termination or Non-renewal of this Agreement for any reason whatsoever, Franchisee shall not: (a) induce, or attempt to induce any employee of Franchisor, an Affiliate or of any other franchisee to leave their current employer; (b) without the prior written approval of Franchisor (which may be conditioned upon the

prior written approval of another franchisee and other proper conditions) hire or associate or offer to hire or associate any employee of Franchisor, an Affiliate, or of any other franchisee; or (c) without the prior written approval of Franchisor (which may be conditioned upon the prior written approval of another franchisee and other proper conditions) hire or associate or offer to hire or associate any former employee of Franchisor, an Affiliate, or of any other franchisee, who has, voluntarily or otherwise terminated his or her relationship with Franchisor, an Affiliate, or any other franchisee during the prior eighteen (18) calendar months. The terms of this Paragraph 7.12 shall survive the termination, expiration or non-renewal of this Agreement for any reason for a period of two (2) years. Any waivers of this Paragraph 7.12 must be in writing and signed by the Franchisors.

7.13 Marketing.

Franchisee shall, at all times, comply with the Manual in all advertising. Franchisee shall not use television, radio or Internet advertising unless in full compliance with the Manual.

7.13.01 Franchisee shall obtain approval from Franchisor's approved marketing firm prior to releasing any marketing materials.

7.14 Marketing Outside of Territory.

Except as specifically permitted by the Manual, Franchisee shall not engage in marketing outside of Franchisee's Territory.

7.15 Internet/Social Media Activities

Franchisor maintains a website that provides information about the System, the products and services offered by franchisees and has sole discretion and control over it. Franchisor has the sole right to create interior pages on the website(s) that contains information about **GoliathTech** businesses. Franchisee may not establish a presence on, or market using, the Internet without Franchisor's prior written consent. Franchisor retains the sole right to advertise or use the Marks on the Internet. Franchisor retains ownership of Franchisee's Facebook page(s), Facebook groups and communities, Google, Yahoo, Bing, Yelp, and any other online business profile pages. Franchisor may require Franchisee to provide content for Franchisor's Internet marketing pages. Should Franchisee's internet presence become inactive or fail to comply with system standards, Franchisor may assume control of all internet activities for your Goliathtech business. You must comply with our intranet and Internet usage rules, style guide, and requirements. You must comply with Franchisor's Social Media Policy and guidelines as they may be amended or modified from time to time.

7.16 New Developments.

Franchisor shall be the sole and exclusive owner of all new developments, including, but not limited to, inventions, methods, products, ideas, formulas, research results, equipment, photographs, ideas, patents, intellectual property, inventions, and otherwise (collectively, "New Developments"), that Franchisee develops or has any role in developing that relate to the Licensed Business. Franchisee shall immediately disclose any and all such New Developments to Franchisor and shall execute any documents necessary, in Franchisor's opinion, to consummate the transfer of all ownership rights therein. The mutual covenants of this Agreement

are sufficient consideration for such transfers. Franchisor shall not, otherwise, be required to compensate Franchisee for such new developments.

7.17 Staffing Requirements.

Franchisee shall, at all times, comply with the minimum staffing requirements specified in the Manual. Each Manager shall, at all times meet or exceed the qualifications set forth in the Manual.

7.18 Minimum Purchase Requirements.

Franchisee shall meet its Minimum Purchase Requirement pursuant to paragraph 1.05 herein.

7.19 Modular and Manufactured Home Installer Program.

Franchisor has instituted a program wherein it will enter into direct relationships with selected modular and manufactured home installers (each an "MHI") inside Franchisee's Territory. Franchisee and or Franchisor may solicit MHIs to join the MHI program within or outside Franchisee's Territory and present them to Franchisor for participation in the program (the "MHI Program.") Franchisor shall have sole discretion to determine acceptance of an MHI into the MHI Program. Franchisee shall have the right to continue to service modular and manufactured home communities, modular and manufactured home dealers, modular and manufactured home management companies and individual modular and manufactured homeowners regarding modular and manufactured home pile installation and setting of homes inside Franchisee's Territory. Upon acceptance of an MHI into the MHI Program, Franchisor will enter into an agreement with the MHI and will sell product directly to the MHI and provide all required services to the MHI. Franchisee shall receive a monthly commission payment based on Franchisor's direct invoiced and collected product sales to the MHI equal to the difference between Franchisee's cost of product on franchisee's most current Franchisee price list and the MHI's purchase price based on MHI's most current product purchase price list. No commission will be paid to Franchisee on any sales or installations done by a MHM inside or outside the Franchisees territory. Franchisor shall have sole control of the MHI product purchase price. Franchisee may not sell product directly to a MHI or a MHM but may purchase product for installations of modular and manufactured homes performed directly by Franchisee to modular or manufactured home communities, modular or manufactured home dealers, modular or manufactured home management companies and individual modular or manufactured homeowners inside Franchisee's Territory. Franchisor has the right to discontinue or modify the MHI Program at its sole discretion.

7.20 Obligation to Notify Franchisor of Claims.

You must immediately ("within 24 hours") notify Us if any legal proceeding(s) (civil or criminal) are initiated against You. Failure to immediately notify Us of such an event, is a material default of this Agreement, and We shall have the right to immediately terminate the Franchise Agreement. All amounts owing to Us at the time of termination of the Franchise Agreement under such circumstances above noted, would become immediately due to Us. This provision shall survive termination of the Franchise Agreement.

7.21 *Communication With Franchisor and Customers.*

Franchisee shall at all times treat Franchisor's employees and representatives and Franchisee's customers with utmost respect and refrain from verbal abuse, or use of profanity in all communications, including oral, written or electronic. Franchisee must uphold Franchisor's customer service standards including, but not limited to promptly responding to customer inquiries and providing estimates to all potential customers that request same. The foregoing requirement is a material term of this Agreement and a breach of this Section 7.21 shall constitute an event of default pursuant to Section 15.01.

Article-8-Indemnity and Insurance

8.01 *Indemnity.*

Franchisee shall defend, hold harmless and indemnify Franchisor, its officers, directors, shareholders, agents, attorneys, employees, landlords and related companies from any and all losses, claims, damages, liabilities, or expenses of any kind or nature, including fines, penalties, interest, attorneys' fees, and all other types of costs or expenses, arising directly or indirectly from the acts or omissions (whether or not negligent or wrongful) of Franchisee or of any of Franchisee's manager(s), employees or agents in connection with the performance or breach of any obligation under this Agreement. Franchisor shall indemnify and hold harmless Franchisee, its officers, directors and shareholders from any losses, claims, damages, liabilities or expenses of any kind or nature, arising from the wrongful acts or omissions of Franchisor in connection with the performance or breach of any obligation under this Agreement.

8.02 *Insurance.*

Franchisee shall purchase and maintain, at Franchisee's expense, throughout the term of this Agreement commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability assumed under this Agreement. Such insurance shall be on an occurrence basis and shall consist of combined single limit coverage of at least \$2,000,000 per occurrence/\$2,000,000 annual aggregate. Franchisee shall purchase and maintain worker's compensation and employer's liability insurance with a reputable insurer acceptable to Franchisor or with a state agency. Franchisee shall provide Franchisor with one or more certificates of insurance evidencing such coverages and naming Franchisor as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverages under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to Franchisor. Upon request by Franchisor, Franchisee shall provide Franchisor with a true copy of any insurance policy, including all endorsements. Every insurance policy of Franchisee required by this Agreement shall provide that coverage is primary/non-contributory. Every insurance policy shall be with an insurance company that meets Franchisor's criteria as set forth in the Manual. Franchisee shall furnish Franchisor with a copy of its Certificate of Insurance within thirty (30) days of the renewal of Franchisee's insurance policies. Franchisee's failure to furnish the Certificate of Insurance within seven (7) days of Franchisor's written request therefore is a material breach of this Agreement.

Article-9-Renewal

9.01 Conditions of Renewal.

After expiration of the term of this Agreement, if Franchisor has made a business decision, in Franchisor's sole discretion, to continue the **GoliathTech** Franchise System in Franchisee's area, Franchisee will be permitted to renew Franchisee's Franchise Agreement for an additional 5-year term, but only upon the following terms and conditions:

9.01.01 Franchisee must be current in payment of all fees and charges to Franchisor and any of its related companies and must not have made more than two late payments within the last three years for which Franchisor gave written notice(s) of breach, which notice(s) were not withdrawn by Franchisor;

9.01.02 Franchisee must not be in material breach of this Agreement or of any other agreement between Franchisor and Franchisee and must have substantially complied with the operating standards and other criteria contained in the Manual or otherwise communicated in writing by Franchisor;

9.01.03 Franchisee shall pay a renewal fee as established at the time by Franchisor, but which shall be not more than 25% of the then-current Initial Fee, payable in full at the time of execution of the Franchise Agreement referred to in sub-paragraph 9.01.04;

9.01.04 Franchisee shall have met the Minimum Purchase Requirement at the time of renewal;

9.01.05 Franchisee shall execute the then current form of Franchise Agreement, which may differ in material ways that are not reasonably foreseeable at this time, but may include material differences in territorial boundaries and economic terms, including the amount of Local Marketing Fees and Marketing Fees or entirely new categories of fees or mandatory expense;

9.01.06 Franchisee must maintain possession of the Premises identified in Addendum A for the renewal term or obtain reasonable substitute premises;

9.01.07 Franchisee, at Franchisee's sole cost and expense, shall refurbish signs and equipment to be consistent with the then current image of the System and to meet Franchisor's then current specifications;

9.01.08 Franchisee shall give written Notice to Franchisor at least thirteen months, but not more than eighteen months, prior to the end of the term of this Agreement of Franchisee's desire to renew; and

9.01.09 Franchisee must not, during the preceding term, have engaged in any business dealings in relation with the Licensed Business or the Franchisee which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, any other franchisee, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee, Franchisor or of another franchisee.

Article-10-Continuation

If, following the termination or expiration of this Agreement for any reason, whether voluntary or involuntary, Franchisee continues to operate the Licensed Business or occupy the Premises with the express or implied consent of Franchisor, but without a renewal franchise agreement, such continuation shall constitute a month-to-month extension of this Agreement and shall be terminable by either party upon the lesser of (a) thirty (30) days written notice or (b) such shorter notice by Franchisor as would otherwise be applicable in a termination for cause. Franchisee acknowledges and agrees that such continuation shall be good cause for termination of this Agreement. Both parties shall continue to be subject to all terms of this Agreement during any such continuation period.

Article-11-Entity Franchisee

11.01 Entity Definition.

An "Entity" is any form of business organization except for a sole proprietorship and includes all kinds of corporations, limited liability companies, limited partnerships and general partnerships and any other form of business organization involving either multiple equity owners or which attempts to provide limited liability.

Founding Document Restriction.

If Franchisee is an Entity or becomes an Entity or if Franchisee transfers Franchisee's interest under this Agreement or any interest in the Licensed Business to an Entity, the founding document(s) of the Entity must provide as follows:

This _____ [insert type of Entity] shall not enter into any agreement or undertaking which would, directly or indirectly, limit any of the rights or obligations of the _____ [insert type of Entity] or of any owner of the [insert type of entity] under the **GoliathTech** Franchise Agreement dated _____. Any such agreement or undertaking is void.

11.02 Liability of Owner(s).

Every owner of an equity or other interest in any Entity franchisee (and any individual person who is an owner of an Entity which owns any equity interest in any Entity franchisees) shall personally guaranty this Agreement. Any change in or addition of equity or other owner(s) shall be subject to the Assignment and Death and Incapacity provisions of this Agreement.

11.03 Restriction on Certificates of Ownership.

Each and every document, if any, issued by any Entity franchisee evidencing ownership of an equity or other interest in the Entity must provide as follows:

Ownership of this _____ [insert type of Entity] is restricted and cannot be transferred, assigned, sold or encumbered except in strict compliance with the **GoliathTech** Franchise Agreement dated _____. Any other transfer or attempted transfer is void.

11.04 Additional Requirements of Entity Franchisee.

Franchisee shall, upon Franchisor's request, provide Franchisor or its designee with true copies of such of Franchisee's Entity records and documents as Franchisor shall designate. An Entity Franchisee shall, at all times, have one individual person who shall be the designated principal who shall have authority to act on behalf of the Entity in all respects under this Agreement. The designated principal shall be the individual who is responsible for assuring compliance by the Entity with all of the terms of this Agreement. Notwithstanding the requirement of a designated principal, Franchisor shall be entitled to rely upon the acts or words of any principal, employee or agent of an Entity Franchisee whom Franchisor understands to be acting or speaking on behalf of the Entity.

Article-12-Assignment or Transfer

12.01 Prior Consent.

Franchisee shall not assign, transfer, sell, sublease, sublicense or encumber (hereinafter collectively referred to as "Assign" or "Assignment"), in whole or in part this Agreement, the Franchisee, the Licensed Business, any option or first right of refusal relating to this Agreement, the Franchisee or the Licensed Business, the assets of the Licensed Business or the leasehold of the Licensed Business or represent to any person that such an Assignment has been made without Franchisor's prior written approval. For purposes of this Paragraph 12.01, the terms "Assign" or "Assignment" shall include any assignment, transfer, sale or encumbrance of any shares of stock of a Franchisee that is a corporation, any partnership interest of a Franchisee that is a partnership, any membership interest of a Franchisee that is a limited liability company, and any equity or ownership interest or rights in any other form of entity. Any attempted Assignment without Franchisor's prior written consent shall be void and a breach of this Agreement.

12.02 Conditions of Assignment.

As preconditions for obtaining Franchisor's consent to an Assignment, at least the following terms and conditions must be met:

12.02.01 Franchisee must be current in payment of all fees and charges to Franchisor and any of its related companies;

12.02.02 Franchisee must not be in material breach of this Agreement or of any other agreement between Franchisor and Franchisee;

12.02.03 Franchisee must have paid in full all debts in connection with the Licensed Business;

12.02.04 The assignee must have agreed to assume all of the obligations of the Licensed Business;

12.02.05 The assignee must execute a disclosure form containing a waiver and release of any claim against Franchisor for any amount(s) paid to, or representation(s) made by Franchisee or any omission by Franchisee to disclose facts, material or otherwise;

12.02.06 Franchisee must execute, at Franchisor's option, a mutual termination of this Agreement and a general release, or an assignment of this Agreement and a general release,

and an agreement to defend, hold harmless and indemnify Franchisor from any claim by the assignee in form specified by Franchisor, the current version(s) of which are attached as Addendum F;

12.02.07 The assignee must pay to Franchisor a Transfer Fee in the amount of 20% of the then-current Initial Fee and execute, at Franchisor's option, the then current form of Franchise Agreement or an assumption of this Agreement for the balance of the term hereof. In either of the foregoing, the assignee shall assume the transferring Franchisee's then-effective Minimum Product Purchase Requirement. For example, if the Franchise Agreement is assigned in Year 4, the assignee's Minimum Product Purchase Requirement shall be the Minimum Product Purchase Requirement for Year 4 in the assignor's Franchise Agreement. On the date of assignment, the assignee shall assume the assignor's remaining term of the Franchise Agreement;

12.02.08 The assignee must, in the sole opinion of Franchisor, successfully complete the then current initial training program at the assignee's sole cost and expense;

12.02.09 The assignee must have met the then current standards of Franchisor for experience, financial strength, reputation and character required of new or renewal Franchisees;

12.02.10 The assignee must obtain such approvals as may be required to assume occupancy and possession and the continuing obligations relating to the lease or possession of the Premises, unless a new location has been approved in writing by Franchisor; and

12.02.11 Franchisor must have been given at least thirty (30) business days written first right of refusal by Franchisee, upon the same terms as those agreed upon by Franchisee with any proposed assignee; provided, however, Franchisor may substitute cash of equivalent value for any non-cash term. In the event Franchisor waives or fails to exercise its right of first refusal, if Franchisee thereafter agrees to accept a revised offer, regardless of the nature of the revision, Franchisor shall have a new right of first refusal hereunder on the new terms.

12.03 *Assignment to an Entity.*

Notwithstanding the foregoing, if Franchisee is an individual, Franchisee may assign this Agreement to an Entity, as defined in Article 11, formed under the laws of the state where the Licensed Business is located, which is wholly owned by Franchisee; provided that the individual Franchisee shall first provide written notice of the assignment to Franchisor and shall personally guarantee the performance of this Agreement. If Franchisee is an Entity, Franchisee may assign this Agreement to another Entity, formed under the laws of the state where the Licensed Business is located, of the same or different form, which has exactly the same ownership, including percentages of ownership as Franchisee; provided that each of the individual equity or other owners of the new Entity shall personally guarantee the performance of the Agreement. The personal guarantee shall be in the form of Addendum D hereto. No assignment under this paragraph shall change or limit the liability of any person or entity under this Agreement. Franchisee shall pay to Franchisor a processing fee of five hundred dollars (\$500) for an assignment pursuant to this paragraph 12.03.

12.04 Approval Process.

Franchisor may use its own discretion in approving or rejecting prospective transferees in the same manner as if it was approving or rejecting any other new prospective franchisee, taking into consideration such factors as their financial ability, character, business reputation, experience and capability to conduct the type of business involved. The approval of one Assignment does not obligate Franchisor to approve any other or subsequent Assignment. If Franchisee is an Entity, notwithstanding any statute or agreement to the contrary, the addition, withdrawal or expulsion of any equity or other owner or the transfer, encumbrance or assignment of any equity or ownership or control interest of any equity or other owner or the dissolution or reorganization of the Entity for any reason is subject to the same considerations as any other Assignment.

12.05 Transfer by Franchisor.

There shall be no restriction upon Franchisor's right to encumber, transfer or assign this Agreement or the System. Following such a transfer or assignment, Franchisor shall have no further obligation or liability to Franchisee hereunder or otherwise so long as the assignee or transferee agrees to assume all of Franchisor's liabilities and obligations to Franchisee. Upon Franchisor's request, Franchisee shall execute and deliver a certificate to Franchisor, as described in Paragraph 21.05, in connection with an anticipated transfer or financing procedure by Franchisor. Franchisee agrees to accept any transferee of Franchisor, including any sub-franchisor and perform for such transferee the same as for Franchisor.

12.06 No Sublicensing.

Franchisee shall not, directly or indirectly, sublicense or attempt to sublicense the Marks or the System or any part thereof to any person or entity for any purpose. Any attempted or purported sublicense shall be void.

Article-13-Death or Incapacity

13.01 Alternatives upon Death or Incapacity.

In the event of the death or incapacity of an individual franchisee, or of any individual equity or other owner of an Entity franchisee, the heirs, beneficiaries, devisees or legal representatives of said individual shall, within ninety (90) days of such event:

13.01.01 Apply to Franchisor for the right to continue to operate the franchise and the Licensed Business for the duration of the term of this Agreement and any renewals hereof, which right to continue to operate will be granted upon the fulfillment of all of the conditions set forth in Article 12 of this Agreement (except that no transfer fee shall be required); or

13.01.02 Sell, transfer or convey Franchisee's interest to a third party in compliance with the provisions of Article 12 of this Agreement; provided, however, in the event a proper and timely application for the right to continue to operate has been made and rejected, the ninety (90) days to sell, transfer or convey shall be computed from the date of said rejection. For purposes of this paragraph, Franchisor's silence on an application to continue to operate through the ninety (90) days following the event of death or incapacity shall be deemed a rejection made on the last day of such period.

13.02 Effect of Failure to Comply.

In the event of the death or incapacity of an individual franchisee, or any owner of an equity or other interest in an Entity franchisee where the provisions of this Article have not been fulfilled within the time provided, all rights granted to Franchisee under this Agreement shall, at the option of Franchisor, terminate and the parties shall proceed according to and have the rights provided for in Articles 17 and 18.

13.03 Incapacity Defined.

For purposes of this Agreement, "incapacity" is the inability of Franchisee to operate or oversee the operation of the Licensed Business on a regular basis and in the usual manner by reason of any continuing physical, mental or emotional disability, chemical dependency or other similar limitation which has continued or will more likely than not continue for a period of 60 consecutive days or more. Franchisee shall advise Franchisor in writing, immediately, upon receipt of advice from any physician or other professional that Franchisee or a principal of an Entity franchisee is incapacitated. However, Franchisee's failure or inability to advise Franchisor of Franchisee's incapacity shall not limit Franchisor's rights under this sub-paragraph. Any dispute as to the existence of an incapacity as defined herein shall be resolved by majority decision of three (3) licensed medical physicians practicing in the state in which the Licensed Business is located, with each party selecting one (1) physician, and the two physicians so designated selecting the third physician. The determination of the majority of the three physicians shall be binding upon the parties and all costs of making said determination shall be borne by the party against whom it is made. Notwithstanding the foregoing, if any insurance company pays to the Franchisee or Franchisee's Entity any disability benefits for 60 consecutive days, or more, of disability, the Franchisor may regard that as conclusive evidence of incapacity.

Article-14-Successors and Assigns

This Agreement shall bind and inure to the benefit of the successors, permitted transferees and assigns, personal representatives, heirs and legatees of the parties hereto.

Article-15-Termination

Franchisor may terminate this Agreement as follows:

15.01 Franchisor may terminate this Agreement upon at least thirty days' notice and opportunity to cure (or longer if required by law) if Franchisee is in breach of any term of this Agreement or of any other agreement between Franchisee and Franchisor or any affiliate of Franchisor.

15.02 Franchisor may terminate this Agreement upon at least 72 hours' notice and opportunity to cure (or longer if required by law) for occurrence of any one or more of the following events (each of which Franchisee acknowledges is good cause for termination and a material breach of this Agreement), notwithstanding that Franchisor may have the option to give a longer notice and cure period pursuant to other provisions of this Agreement:

- i. Franchisee fails to pay or deposit when due, and in the manner prescribed by Franchisor, any moneys owed to Franchisor or any of its related companies or to another **GoliathTech** franchisee;

- ii. Franchisee files a voluntary petition in bankruptcy or has an involuntary petition filed against Franchisee, Franchisee makes an assignment for the benefit of creditors, or a receiver or trustee is appointed;
- iii. Franchisee violates or attempts to violate any of the Assignment provisions of this Agreement;
- iv. Franchisee vacates, deserts, or otherwise abandons all or any substantial portion of the Premises or equipment, or abandons the Licensed Business for more than 24 hours (whether or not Franchisee intends to abandon);
- v. Franchisee sublicenses or attempts to sublicense the Marks or the System in violation of this Agreement;
- vi. Franchisee is an Entity and an impasse exists between equity or other owners or there is any change in the ownership of any interest in the Entity without having first complied with the provisions of this Agreement;
- vii. Franchisee fails to timely permit any audit or inspection by or on behalf of Franchisor;
- viii. Franchisee violates or fails to comply with any law, rule, regulation, ordinance or order relating to the operation of the Licensed Business (including any health codes, rules or regulations) or fails to obtain and continue any license, permit or bond necessary, in Franchisor's opinion, for Franchisee's operation of the Licensed Business;
- ix. Franchisee is convicted of or pleads guilty or "Nolo Contendere" to any felony;
- x. Franchisee fails to operate the Licensed Business under the Marks or fails to properly display the Marks at all times in full compliance with this Agreement and the Manual;
- xi. Franchisee engages in any business dealings in relation with the Franchise, the Licensed Business or the Franchisee which are unethical, dishonest or otherwise could cause harm to the Marks, the System, Franchisor, other franchisees, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee or any other franchisee or the Franchisor;
- xii. Franchisee fails or refuses to timely execute and deliver a truthful certificate pursuant to paragraph 20.05;
- xiii. Franchisee fails to maintain insurance or workers compensation coverage;
- xiv. Franchisee fails to open for business within four (4) months of the signing of the Franchise Agreement;
- xv. Any other agreement, including any other Franchise Agreement to which Franchisee is a party, between Franchisee and Franchisor or between Franchisee and any of Franchisor's related companies is terminated for cause; or
- xvi. Franchisee fails to meet its Minimum Purchase Requirement pursuant to paragraph 1.05.

15.03 Franchisor may terminate this Agreement without giving notice or opportunity to cure upon occurrence of any one or more of the following events (each of which Franchisee acknowledges is good cause for termination and a material breach of this Agreement), notwithstanding that Franchisor may have the option to give a longer notice and a cure period pursuant to other provisions of this Agreement:

- i. Upon three willful and material breaches of the same term of this Agreement occurring within a twelve-month period;
- ii. Franchisee is adjudicated a bankrupt or insolvent;
- iii. Franchisee makes an assignment for the benefit of creditors or similar disposition of the assets of the Licensed Business;
- iv. Franchisee voluntarily abandons the Licensed Business; or
- v. Franchisee is convicted of or pleads guilty or no contest to a charge of violating any law relating to the Licensed Business.
- vi. Franchisee's failure to timely provide any reports required by Section 3.01 within seven (7) days' notice of said default by Franchisor;
- vii. Franchisee's failure to provide a valid Certificate of Insurance on an annual basis within thirty (30) days of the policy renewal date as required by Section 8.02 within seven (7) days' notice of said default by Franchisor.
- viii. Franchisee's failure to provide a Certificate of Insurance to Franchisor within 30 days of policy renewal within seven (7) days of Franchisor's notice.
- ix. Franchisee's failure to provide an annual balance sheet and profit and loss statement within ninety (90) days of Franchisee's fiscal year end within seven (7) days of Franchisor's notice.

15.04 Notwithstanding any right of Franchisor to terminate this Agreement, pursuant to this Agreement or otherwise, Franchisor may, in Franchisor's sole discretion, elect to not terminate this Agreement and to, in lieu thereof, impose limitations on Franchisee, including, but not limited to, revocation of Franchisee's Territorial rights, and revocation of Franchisee's rights to acquire or offer and sell certain products and services. Franchisor's election to not terminate this Agreement pursuant to this paragraph shall not constitute an election of remedies and Franchisor may, thereafter, terminate this Agreement on account of the same or any other event(s) of default as set forth herein.

Article-16-Competition with Franchisor

16.01 Competing Business Activities during Term.

Each of the franchisee, the designated operator of any partner, director, officer, director or shareholder of the franchisee and anyone with any interest of any nature whatsoever, direct or indirect, in the franchisee covenants and agrees hereby will not, directly or indirectly, either for himself or on behalf of or in conjunction with any other person, partnership, association or

corporation, own, maintain, engage in, lend money, lend his name, endorse any debt or obligation, assist or assistance, to be used, perform, participate in or have an interest of any nature whatsoever to, or in any business of which all or a portion substantial activity is in operation, the concession and / or franchising a business of manufacturing and installation of helical piles or structural support systems that are similar in design to the helical piles we manufacture and sell to You.

16.02 Competing Business Activities after Term.

During the Term and for a period of two (2) years after any termination, expiration, or non-renewal of this Agreement, each of the Franchisee, the designated operator or manager of Franchisee, any shareholder, director, officer, director or shareholder of the Franchisee or any person with any interest, direct or indirect, of any kind, in the Franchisee, for its own account or through, on behalf of, or in conjunction with any person or entity agrees not to:

16.02.01 divert or attempt to divert, directly or indirectly, any business or any current or potential customer of the franchised business Franchisee, Franchisor, or any other **GoliathTech** franchisee to any competitor;

16.02.02 employ or seek to employ any person who, at that time or at any time during the six (6) months earlier, is or was employed by the Franchisor or by one of its franchisees, or otherwise encourage, directly or indirectly, such person to leave his job, except with the prior written consent of the franchisor and employer of that person;

16.02.03 use for any purpose other than for the sole purpose of the operation of the franchised business, disclose or communicate to any person other than the franchisor, for any reason whatsoever, unless forced to do so by a specific law or by court order, any confidential information relating to the affairs of the franchised business, the franchisor or other franchisees of the Franchisor or the contents of the Operations Manual, the present provision to customers, suppliers, price lists, competitors, samples, trade secrets, market studies and other accounting data, all rights reserved, names and addresses of employees, description of equipment and affairs of the franchised business, the franchisor and any another franchisee of the franchisor;

16.02.04 engage in the business of the sale or installation of helical piles or structural support systems that are similar in design to the helical piles we manufacture and sell to You, within the Franchisee's Territory or former Territory or within a 25-mile radius of the Territory.

16.02.05 Franchisee acknowledges and agrees that the periods of time of this covenant and the geographical areas of restriction imposed by this covenant are fair and reasonable and are reasonably required for the protection of Franchisor and its franchisees. Franchisee would desire at least this same protection against competitive activities by another former franchisee whose franchise agreement was either expired, terminated or non-renewed. Franchisee agrees that, in the event a court or arbitrator should determine any part of this covenant to be excessively broad, unenforceable, and/or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. Franchisee further agrees that, in the event that any of the provisions of this Agreement relating to the geographic area of restriction or the periods of time of the covenants shall be deemed to exceed the maximum area or periods of time which a court of competent jurisdiction would deem enforceable, the geographic area or periods of time shall, without further action on the part of any person, be deemed to be

modified, amended and/or limited, to the maximum geographic area or time periods which a court of competent jurisdiction would deem valid and enforceable in any jurisdiction in which such court shall be convened. Any such modification shall apply only in the jurisdiction of the deciding court or in the state where the arbitrator made the decision.

16.02.06 It shall not be a violation of this Article for Franchisee to have or maintain a passive investment in stock of any publicly traded corporation, provided said stock holdings shall not exceed five percent (5%) of the issued and outstanding stock of such corporation.

16.02.07 For purposes of this Agreement, all references to Franchisor shall be deemed to include: (a) any corporation or entity which acquires all, or substantially all, of the assets of Franchisor, whether by statutory merger or otherwise, (b) any corporation, partnership, or other entity directly or indirectly controlled by or under common control with Franchisor or its successor, and (c) any sub-franchisor or other assignee of Franchisor.

16.02.08 Franchisee agrees that it would be extremely difficult to prove with certainty the exact amount of damages caused to Franchisor by a violation of this Article 16 by Franchisee and therefore, Franchisee agrees that, upon proof that Franchisee violated this Article 16, Franchisor shall be entitled to liquidated damages in an amount calculated by multiplying the amount of gross revenues generated by Franchisee or a third party that benefited from the violation during the period of breach and multiplying it by 1.5. Franchisee acknowledges that this results in a reasonable estimate of what Franchisor's actual damages would be and is not a penalty.

16.02.09 Franchisee agrees that any violation of the covenants contained in this Article will cause irreparable harm to Franchisor and its other franchisees and may, as a matter of course, be restrained by process issued out of a court of competent jurisdiction, in addition to any other remedies provided by law. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. In the event of any action for a temporary or permanent injunction to enforce this Covenant, Franchisee hereby waives any requirement of a bond or deposit to the extent that any bond or deposit would exceed one hundred dollars. The substantially prevailing party in any such enforcement action shall be entitled to recover their attorney's fees and costs incurred therein in addition to any and all other remedies.

16.02.10 Nothing in this Article 16 shall obligate Franchisor to take action to enforce this or any other covenant against competition against any other franchisee or former franchisee. Nothing in this Article 16 shall entitle Franchisee to take any action to enforce this or any other covenant against competition against any other franchisee or former franchisee.

16.02.11 The terms of this Article 16 shall survive the termination or expiration of this Agreement for any reason.

Article-17-Effect of Termination

17.01 Loss of Rights.

After the Termination Date, Franchisee shall have no further rights to use, in any manner, the System, the Marks, anything similar to the Marks, the telephone numbers, the telephone listings, any proprietary computer software, any trade secrets or the Manual. Franchisee shall

immediately notify such persons as Franchisor shall reasonably require of Franchisee's loss of rights thereto. All sums of money due from Franchisee to Franchisor or to any other **GoliathTech** franchisee as of the Termination Date shall become immediately due and payable. As between the parties hereto, whether or not a Lease Conditional Assignment Agreement has been signed, Franchisor or Franchisor's designee shall have the option, exercisable within sixty (60) days, to assume the lease for the Premises. If Franchisor elects to assume the lease for the Premises, pursuant to the Lease Conditional Assignment Agreement or otherwise, Franchisee agrees to cooperate in the transfer, to execute any documents which may be required for Franchisor or Franchisor's designee to assume the lease, and to otherwise take no actions which would interfere with the ability of Franchisor or its designee to assume the said lease. Franchisee specifically agrees to execute such document(s) as may be necessary to transfer the telephone number(s) to Franchisor or Franchisor's designee. In the event Franchisee or any owner or affiliate of Franchisee owns the Premises, Franchisee agrees that Franchisor shall have the option to lease the Premises at fair market value for a term of up to ten (10) years, at Franchisor's election, such option exercisable by Franchisor within sixty (60) days following the Termination Date.

17.02 Change of Identity.

After the Termination Date, Franchisee shall immediately refrain from holding itself out to the public in any way as a Franchisee or affiliate of Franchisor or as a former Franchisee or affiliate of Franchisor. If directed by Franchisor, Franchisee shall, at Franchisee's sole cost and expense, make or cause to be made such changes in signs, telephone numbers, buildings or structures as Franchisor may direct to distinguish the Premises from its former appearance and from other **GoliathTech** franchisees. If Franchisee fails to make such changes within ten (10) calendar days, then Franchisor shall have the right to enter upon the Premises, without liability for trespass or otherwise, and to make or cause to be made such changes at the expense of Franchisee, which expenses shall be paid by Franchisee upon demand. Franchisee shall immediately file the appropriate forms to abandon or withdraw any assumed name certificate or to change the name of its corporation or partnership to eliminate any reference to the System or the Marks. If Franchisee fails or refuses to cooperate with Franchisor, Franchisee hereby appoints Franchisor as its Attorney in Fact to complete the changeover. Franchisee shall immediately return to Franchisor the Manual, Trade Secrets, bulletins, instruction sheets, software, forms, Marks, designs, signs, printed matter and other material containing any part of the System or the Marks together with all copies thereof (including electronic or digital copies) that are or have been within Franchisee's custody or control.

17.03 Changeover Procedure.

Upon termination of this Agreement, either by expiration, non-renewal, or otherwise, if Franchisor or Franchisor's designee has indicated its intention to assume Franchisee's lease for the Premises and to operate an **GoliathTech** business from that location, the parties agree to cooperate in the changeover of the Licensed Business to Franchisor, including by taking the steps set forth herein. If Franchisee fails or refuses to cooperate with Franchisor, Franchisee hereby appoints Franchisor as its Attorney in Fact to complete the changeover. In such case, the parties shall: notify the landlord of the change of tenancy pursuant to the Lease Conditional Assignment Agreement or otherwise and Franchisor shall be entitled to take control of the Premises, including by changing the locks; terminate vendor accounts at Franchisor's option; conduct an inventory of all equipment, fixtures, tenant improvements, supplies and inventory (if Franchisee elects to not

participate in the inventory, Franchisor's inventory shall be presumed accurate and complete); Franchisor shall have the right to use Franchisee's equipment, furniture, fixtures and related items for up to sixty (60) days and shall pay or credit Franchisee with the fair market rental value of that use; Franchisor shall be entitled to communicate directly with Franchisee's agents, employees, customers and vendors in order to facilitate a smooth transition to ownership by Franchisor or Franchisor's designee; Franchisor or its designee shall be entitled to all Gross Revenues received after the date of termination. No action taken pursuant to this paragraph shall constitute a waiver by Franchisor of any claims against Franchisee for any reason. The parties agree that there are no circumstances justifying a stay or delay in implementation of the terms of this paragraph and the parties specifically agree that any claims, including, but not limited to, allegations of wrongful termination, can be separately resolved and that an award of damages would be an adequate remedy.

17.04 Continuing Royalties.

Franchisor shall be entitled to receive royalties on all Gross Revenues received or receivable by Franchisee as of the Termination Date. All such royalties shall be due and payable on the Termination Date.

17.05 Option to Purchase Certain Assets.

Franchisor shall have and is hereby granted an exclusive option for a period of sixty (60) days from and after the Termination Date, to purchase from Franchisee all of Franchisee's right, title and interest in all or any part of the franchise, Franchisee's Licensed Business and business assets and/or the Premises, if applicable, at the fair market value, except as otherwise specifically provided herein, of all assets purchased, but excluding any value for purported "goodwill" or "blue sky". Franchisee acknowledges that Franchisor already owns the "goodwill" or "blue sky", which is attached to the Marks and the Licensed Business. Franchisor's notice exercising the option granted herein shall contain a list, at least by major category, of the assets Franchisor is purchasing. Franchisor shall not be obligated to assume any liabilities of Franchisee.

17.06 Payment and Terms.

Franchisor shall pay to Franchisee all sums due pursuant to this Article, and any other sums required by this Agreement or by law, over a period of sixty months, or such shorter period as Franchisor, in its sole discretion, shall elect, with interest thereon at the prime interest rate as published by Bank of America or its successor, if applicable, determined as of the end of the calendar quarter immediately preceding the Termination Date.

17.07 Survival of Terms.

The terms of this Article 17 shall survive the termination, non-renewal or expiration of this Agreement for any reason.

Article-18-Arbitration of Disputes

18.01 Agreement to Arbitrate.

Except as provided in paragraph 18.04, any controversy or claim or dispute between the parties hereto or between any party hereto and any other person arising out of or relating to this

Agreement, the negotiation thereof, the offer or acceptance thereof, or the performance or breach thereof, shall be settled by arbitration administered by the Canadian Chamber of Commerce, operating as ICC Canada, as the national committee to the ICC International Court of Arbitration. This Article shall be governed by the Rules of Arbitration of the International Chamber of Commerce. Any arbitration shall be before one or more arbitrators and shall take place in the Province of Quebec, Canada. No party shall join or attempt to join their claims in a single proceeding with the claims of any other party, person or entity even if similarly situated. The parties shall bear their own expenses, including their own attorney's fees and costs and shall share equally all expenses of the arbitrator.

18.02 Conduct of Arbitration.

Unless otherwise specifically required by applicable law, demand for arbitration or proceedings in arbitration, or court proceedings shall not operate to stay, postpone, prohibit or rescind any expiration, termination or non-renewal of this Agreement as provided in this Agreement, and the parties will be limited to their remedy in damages, as determined by the court or arbitrator, for non-renewal or termination found by the arbitrator to be wrongful. Damages would be an adequate remedy for any such wrongs. The court or arbitrator shall not extend, modify, or suspend any of the terms of this Agreement or the reasonable standards of business performance set by Franchisor would likely be unenforceable.

18.03 Conditions Precedent to Arbitration.

As conditions precedent to commencing an arbitration proceeding pursuant to this Agreement, the parties shall first comply with the terms of this paragraph 18.03. Failure to comply with this paragraph shall be a material breach of this Agreement and shall entitle the non-defaulting party to an award of all of their attorney's fees and costs reasonably expended in enforcing the terms of this paragraph. Such award of attorney's fees shall be made by the court enforcing this paragraph and shall be paid by the breaching party before and as a condition precedent to further proceeding in accordance with this Article. For the limited purpose of enforcing this Paragraph 18.03, each party hereby waives arbitration and the matter shall be heard by a Court of competent jurisdiction in the judicial district of Montreal, Quebec, Canada. Within not more than sixty days following the date on which the aggrieved party first discovered or reasonably should have discovered the facts of a dispute between the parties, but not more than one year after the date of the events or facts which gave rise to the dispute, the aggrieved party shall give a Notice to the other party (and any involved other persons) of the existence of the dispute, and shall set forth, in writing, a detailed description of the relevant facts together with a reasonably detailed description of the legal basis of the claim. The Notice shall include a detailed description by the aggrieved party of the remedy or outcome desired. The non-aggrieved party shall respond to the Notice within thirty days following its receipt. If the Notice and response does not resolve the dispute, the parties shall meet, in person, within sixty days following the date of the non-aggrieved party's response, in the corporate offices of the Franchisor, and attempt to informally resolve the matter. If the informal meeting does not resolve the matter, the parties shall, within sixty days following the date of the informal meeting, submit to non-binding mediation in the Province of Quebec, Canada with a mediator selected according to the Rules of Arbitration of the International Chamber of Commerce.

If the dispute is not resolved through mediation, then either party may commence an arbitration proceeding, but must do so within ninety days following the date that either party or the mediator

has declared the mediation terminated. The demand for arbitration shall contain a certificate by the party commencing arbitration that the party has fully complied with every provision of this paragraph 18.03. Copies of the Notice and the response thereto exchanged pursuant to this paragraph shall be attached to the demand for arbitration and the issues in the arbitration shall be limited to matters contained therein.

18.04 Limited Exceptions to Arbitration and Mediation.

The requirements of paragraphs 18.01, 18.02, and 18.03 shall not apply to actions for the sole purpose of collecting unpaid money, including franchise fees, royalties or Marketing Fees pursuant to this Agreement or to actions for the sole purpose of enforcing Franchisor's rights in the Marks (both for injunctive relief and damages), the Confidential Information or Trade Secrets or the covenant against competition or solicitation. Such actions and claims are not submitted to arbitration. Any such actions and claims shall be brought in the Court of Quebec, Montreal, Quebec. Any counterclaims to such actions and claims are submitted to arbitration and shall be subject to paragraphs 18.01, 18.02 and 18.03.

Article-19-Representations of Franchisee

19.01 Representations.

Franchisee represents and warrants as follows:

19.01.01 Franchisee is not currently a party to or subject to any contract or agreement, including any other franchise agreement, employment agreement or any covenant not to compete which would directly or indirectly be breached by entering into this Agreement or which would directly or indirectly prohibit or restrict Franchisee's signing of this Agreement or performance thereunder;

19.01.02 Franchisee is executing this Agreement and purchasing the license herein for Franchisee's own account and not as an agent or representative of another (unless for an Entity otherwise named herein and in compliance herewith);

19.01.03 Franchisee intends to be actively involved in the Licensed Business for the entire term of this Agreement and knows of no reason that he/she might become a passive owner;

19.01.04 Franchisee is basing Franchisee's decision to purchase this license, in full, upon statements and representations contained in this Agreement and the **GoliathTech** Franchise Disclosure Document and upon facts obtained pursuant to Franchisee's own investigation. Franchisee is not relying upon any statements or any information received either directly or indirectly from Franchisor or any person acting or purporting to act on behalf of Franchisor which information or statements are not contained in this Agreement or the **GoliathTech** Franchise Disclosure Document or otherwise in writing and signed by an officer of Franchisor. Franchisee has not received any earnings claims or financial performance information, directly or indirectly, from Franchisor accepting only such information as may be contained in Item 19 of the **GoliathTech** Franchise Disclosure Document.

19.01.05 Franchisee has not terminated and will not terminate Franchisee's existing employment or cease any other income-producing activity until after franchisee has an approved location, has successfully completed the Initial Training, and is open for business. If Franchisee elects,

notwithstanding this sub-paragraph to terminate employment or income-producing activity, Franchisee knowingly assumes the risk of loss of income and does so contrary to Franchisor's advice.

Article-20-Miscellaneous Provisions

20.01 Non-waiver.

No act or omission or delay in enforcing a right by either party shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

20.02 Attorneys' Fees.

In the event that legal action is properly commenced in court by either party to enforce this Agreement or to determine the rights of any party, as permitted by paragraph 18, including any appeal proceeding, the substantially prevailing party, in addition to any other remedy, shall be entitled to receive its reasonable actual attorney's fees and costs, including expert fees and fees on appeal.

20.03 Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or by an arbitration panel, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid, unless such invalidity shall pertain to the obligation to pay fees, in which event this Agreement shall terminate.

20.04 Warranty of Authority.

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she has full authority to sign and to legally bind the party.

20.05 Estoppel Certificate.

In the event that Franchisor is considering transferring, assigning or encumbering this Agreement, the System, or any other of Franchisor's rights or assets, or upon request by Franchisor at any time, Franchisee shall, within ten (10) calendar days after Franchisor shall request the same, execute, acknowledge and deliver to Franchisor, a written certificate that (a) this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement as so modified is in full force and effect); (b) the date to which royalties or other charges have been paid in advance, if any; (c) there are not, to Franchisee's

knowledge, any uncured defaults on the part of Franchisor or Franchisee hereunder, or specifying such defaults if any are claimed; (d) setting forth the dates of commencement and expiration of the Term of this Agreement; (e) Franchisee has and knows of no basis for any claims of any kind against Franchisor (or, if Franchisee has or knows of any such claims, a detailed statement of all such claims and a statement that Franchisee has and knows of no other claims); and (f) any other

matter upon which certification is requested by Franchisor or a prospective assignee or encumbrancer. Franchisor may rely upon any certificate given pursuant to this sub-paragraph as may any prospective purchaser or encumbrancer of all or any portion of Franchisor's rights hereunder. Any failure or refusal to timely execute a truthful certificate pursuant to this sub-paragraph shall be a material breach of this Agreement.

20.06 Paragraph Headings.

The various paragraph headings are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any portion thereof.

20.07 Recitals.

The recitals preceding the first numbered paragraph of this Agreement are hereby made part of this Agreement as if set forth within the numbered paragraphs. All references to "Franchisee" shall include all owners, parents and subsidiaries of Franchisee if Franchisee is an entity.

20.08 Agreement to be Drawn Up in English Language.

The parties have expressly requested that this Agreement be drawn up in the English language. *Les parties ont expressément requis que ce contrat soit rédigé en langue anglaise.*

20.09 No Third-Party Beneficiary.

Nothing in this Agreement shall be construed to give Franchisee any rights as a third-party beneficiary or otherwise arising out of any similar or other agreement(s) between Franchisor and any other franchisee(s). Nothing in this Agreement shall be construed to give to any other franchisee or any other person any rights arising out of this Agreement. Any action or inaction by Franchisor with regard to any other franchisee's performance or non-performance as to any term of this or any similar agreement shall not give rise to any claims or rights in favor of Franchisee under this Agreement.

20.10 Choice of Law.

Except as otherwise specified herein, this Agreement shall be governed by and construed under laws of the Province of Quebec, Canada.

20.11 Notices.

All notices required or permitted by this Agreement ("Notice" or "Notices") shall be sent to the respective parties at the addresses set forth herein. The place of Notice may be modified by appropriate Notice to the other party. All Notices shall be sent by certified mail, return receipt requested, postage prepaid, personally delivered, or by facsimile, overnight delivery, or telegraph. Notices shall be deemed given at the earlier of (a) receipt by the addressee, including by facsimile

or electronic mail, (b) two (2) days following deposit with the United States Postal Service or its successor, with postage prepaid, or (c) immediately upon refusal of delivery by the addressee.

20.12 Entire Agreement.

This document, together with any addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior or contemporaneous representations, promises, contracts or agreements not contained in this Agreement or the Franchise Disclosure Document presented herewith are hereby fully superseded. No provision of the Franchise Agreement may disclaim or require the Franchisee to waive reliance on the representations made in the Franchise Disclosure Document.

20.13 Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Franchisor. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Franchisor.

20.14 Effective Date.

This Agreement shall have no force or effect unless and until signed by an officer of Franchisor. The effective date shall be the date of such corporate signature. Notwithstanding the order of signatures, this Agreement shall be deemed made and entered into in the state where the Licensed Business is located.

20.15 Time of Essence.

Time is of the essence of this Agreement.

20.16 Construction.

In each instance in which any of them appear in this Agreement, the terms, "include," "includes," and "including" shall each be construed to be followed by the words, "without limitation."

Article-21-Business Risk

21.01 No Promises

Franchisee has been informed by Franchisor, realizes, and acknowledges that the business venture contemplated by this Agreement involves business risks and its success or failure will be largely dependent upon Franchisee's abilities in operating and managing the Licensed Business. Except to the extent expressly set forth in the **GoliathTech** Franchise Disclosure Document, neither Franchisor nor anyone acting or purporting to act on behalf of Franchisor has made any promises or warranties, expressed or implied, as to Franchisee's potential sales, profits, or success. As to those issues, Franchisee has made its own investigation and evaluation.

21.02 Receipt for Disclosure Document.

Franchisee has received a copy of this Agreement and the **GoliathTech** Franchise Disclosure Document at least fourteen (14) days before signing this Agreement or paying any fee to Franchisor. Franchisee has received a complete copy of this Agreement and all addenda, with all material blanks filled in, at least seven (7) days before signing this Agreement. Franchisee

has been encouraged and provided ample opportunity to consult an attorney or other advisor(s) of its own choosing before entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Dated: _____ [effective date]

Date signed: _____

GoliathTech
(Franchisor/Assignee)

FRANCHISEE
(Assignor)

By: _____
Julian Reusing,
President and CEO

By: _____
Franchisee

477 boulevard Poirier
Magog, Québec, J1X 7L1, Canada

Address: _____

Signed in Magog, Québec

Phone: _____

Addendum A
Location of Licensed Business

The location of Franchisee's "GoliathTech" Licensed Business Premises shall be:

Street Address: _____

City: _____

State: _____

**Addendum B
Territory**

Franchisee's designated Territory shall be defined as follows:

Map(s): Please see attached map(s).

Addendum C
Assignment of Telephone Number

_____ Franchisee/Assignor, in consideration of Franchisor/Assignee granting a **GoliathTech** franchise contemporaneously herewith, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns to **GoliathTech** all telephone numbers and listings utilized or to be utilized by Franchisee/Assignor in the operation of his **GoliathTech** Licensed Business. The Assignee hereby assumes the performance of all of the Terms, Covenants, and Conditions of the agreement(s) with the telephone company with respect to such telephones, telephone numbers and telephone listings with the same force and effect as if Assignee had been originally issued such telephone, telephone numbers, telephone listings and the usage thereof. This Assignment is valid on the effective date and is irrevocable. It applies equally to any numbers first used after the effective date. The telephone company is authorized to rely upon this Assignment at any time that it is delivered to the telephone company by Franchisor/Assignee. Assignee and Assignor each agree to hold harmless and indemnify the telephone company from any claims based upon the telephone company's reliance upon this Assignment. Assignee and Assignor each agree to sign any other documents necessary in the opinion of the telephone company to give effect to this Assignment.

Dated: _____ [effective date]

Date signed: _____

GoliathTech
(Franchisor/Assignee)

FRANCHISEE
(Assignor)

By: _____
Julian Reusing,
President and CEO

By: _____
Franchisee

477 boulevard Poirier
Magog, Québec, J1X 7L1, Canada

Address: _____

Signed in Magog, Québec

Phone: _____

Subject telephone number(s):

(as of date of this document)

Addendum D Personal Guaranty

IN CONSIDERATION of and to induce the consent by GoliathTech Inc., a Canadian corporation (“Franchisor”) to the assignment of all right, title, and interest in and to the GoliathTech Franchise Agreement dated _____ to _____, a _____ [Insert Type of Entity and State of organization] (“Franchisee”), [or alternatively, in consideration of and to induce Franchisor’s consent for the undersigned to enter into the Franchise Agreement in the Entity form], and for other good and valuable consideration, I/we, and each of us jointly, severally, absolutely and unconditionally guarantee to Franchisor:

1.01 Payment of Obligations.

The punctual payment and satisfaction of each and every claim, demand, default, liability, indebtedness, right or cause of action of every nature whatsoever, including expenses, damages and fees, now or hereafter existing, due or to become due, or held by Franchisor, its subsidiaries, divisions, or related companies, together with any interest as it may accrue, and all costs, expenses and attorney’s fees paid or incurred by Franchisor or its subsidiary, division, or related company in collecting or attempting to collect the obligations of the Franchisee or in enforcing or attempting to enforce this Guaranty.

1.02 Continuing Performance.

The timely performance of each term, covenant, and obligation of the license set forth in the GoliathTech Franchise Agreement described above. This is a continuing Guaranty which shall apply to the Franchise Agreement and any subsequent renewals, extensions, amendments, or modifications thereof, and such renewals, extensions, amendments, or modifications shall be conclusively presumed to be covered by this Guaranty without further notice to or acceptance by the undersigned.

2.01 Execution and Delivery.

The undersigned acknowledge(s) and agree(s) that possession of this Guaranty by Franchisor constitutes true and correct execution and actual and proper delivery of same to Franchisor, and the undersigned waive notice of acceptance of this Guaranty and of the incurrence by Franchisee of any liability to which it applies or may apply, and waive presentment and demand for payment thereof, protest, notice of protest and notice of dishonor or non-payment thereof, collection thereof including any notice of default in payment thereof or other notice to, or demand of payment therefore on, any party. The undersigned further waive any right to have security applied before enforcing this Guaranty, any right to require suit against the Franchisee or any other party before enforcing this Guaranty, and any right to subrogation to Franchisor’s rights against the Franchisee until the Franchisee’s liabilities and obligations to Franchisor are paid and satisfied in full. Payment by the undersigned shall be made at the office of Franchisor in Magog, Quebec, J1X 7L1, or such other location as Franchisor may designate in writing.

GoliathTech®
Addendum D – Personal Guaranty

initials

3.01 Rights of Company

Franchisor may, at its option, at any time, without the consent of or notice to the undersigned, without incurring responsibility to the undersigned and without impairing or releasing the obligations of the undersigned, upon or without any terms or conditions and in whole or in part:

3.01.01 Change the manner, place or terms of payment or change or extend the time of payment of, renew, or alter any obligation, liability or right of the Franchisee under the Franchise Agreement hereby guaranteed, or any liabilities incurred directly or indirectly hereunder, and the guaranty herein made shall apply to the obligations and liabilities of the Franchisee, so changed, extended, renewed or altered;

3.01.02 Exercise or refrain from exercising any rights against Franchisee or others, or otherwise act or refrain from acting;

3.01.03 Settle or compromise any liabilities hereby guaranteed or hereby incurred, and may subordinate the payment of all or any part of such liabilities to the payment of any liabilities which may be due to Franchisor or others; and

3.01.04 Apply any sums paid to any liability or liabilities of Franchisee to Franchisor regardless of what liability or liabilities of Franchisee remain unpaid. Franchisor may, at its option, without the consent of or notice to the undersigned, apply to the payment of the liability created by this guaranty, at any time after such liability becomes payable, any moneys, property, or other assets belonging to the undersigned in the possession, care, custody and control of Franchisor.

4.01 Irrevocable.

This agreement shall not affect in any manner the right of Franchisor to terminate the Franchise Agreement pursuant to the terms thereof, and this Guaranty shall survive the termination, expiration, or cancellation of the Franchise Agreement. Franchisor may at its option, elect to take no action pursuant to this Guaranty or the Franchise Agreement without waiving any rights under either. The undersigned do further agree that it will not be necessary for Franchisor, in order to enforce the terms of this agreement against them, to first institute suit or exhaust its remedies against the Franchisee or any others. This Guaranty shall operate as a continuing Guaranty and shall be non-revocable, except with the express written consent of Franchisor.

4.02 Joint and Several Liability.

The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "undersigned" shall mean the undersigned or any one or more of them. Anyone signing this Guaranty shall be bound thereto at any time. Any married person who signs this Guaranty hereby expressly agrees that recourse may be had against his/her community and separate property for all obligations under this Guaranty.

4.03 Successors and Assigns.

This Guaranty shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Franchisor and of the undersigned.

GoliathTech®
Addendum D – Personal Guaranty

4.04 Non-Competition.

The undersigned hereby agree that they shall be individually bound by the provisions of the Franchise Agreement relating to trade secrets, confidentiality, and non-competition.

4.05 Bankruptcy or Insolvency of Franchisee.

In the event that a petition in bankruptcy or for an arrangement or reorganization of the Franchisee under any state or federal bankruptcy law or for the appointment of a receiver for the Franchisee or any of its property is filed by or against the Franchisee, or if the Franchisee shall make an assignment for the benefit of creditors or shall become insolvent, all indebtedness and other obligations of the Franchisee shall, for purposes of this Guaranty be immediately due and payable.

4.06 Choice of Forum.

Any action or claim arising out of or based upon this Guaranty shall be brought in the Court of Quebec, Magog, Quebec, Canada. Guarantors do hereby irrevocably consent to the jurisdiction of said court in any such matter.

4.07 Choice of Law.

The Canadian law shall govern this Guaranty.

WITNESS our hands at _____

on this the _____ day of _____, 20__.

By: _____ [SIGNATURE] _____ % owner of franchise	By: _____ [SIGNATURE] _____ % owner of franchise
By: _____ [SIGNATURE] _____ % owner of franchise	By: _____ [SIGNATURE] _____ % owner of franchise
By: _____ [SIGNATURE] _____ % owner of franchise	By: _____ [SIGNATURE] _____ % owner of franchise

Addendum E

Trade Secrets & Confidentiality Agreement

This Agreement is made and entered into by and between _____, d/b/a **GoliathTech** (hereinafter, "the Franchisee") and _____, who is either a manager, employee, or a Member or shareholder of a Franchisee that is a legal entity, such as a limited liability company or a corporation (hereinafter referred to as "Employee").

WHEREAS, Franchisee is engaged is a franchisee of **GoliathTech Inc.**, ("Franchisor") doing business under the trade name and mark, "**GoliathTech**".

WHEREAS, Franchisee has a need to disclose certain proprietary information to Employee in the conduct of Employee's duties for Franchisee;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and other good and faithful consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby agree as follows:

1. Definitions. As used in this Agreement:

1.1 "Confidential Information" means any information related to Franchisee or Franchisor that Franchisee discloses to Employee that Franchisee or Franchisor either designates as confidential; or that, by its nature, would reasonably be expected to be held in confidence or kept secret. Without limiting the definition of "Confidential Information", all the following shall be conclusively presumed to be Confidential Information whether or not Franchisor or Franchisee designates it as such: (i) Franchisor's Confidential Operations Manuals; (ii) Franchisee's cost information; (iii) materials describing the Franchisor's franchise network; (iv) Franchisor's training materials; and (v) other information Franchisee or Franchisor give to Employee in confidence, except where such information is a Trade Secret.

1.2 "Trade Secret" means information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Without limiting the definition of "Trade Secrets," all the following shall be conclusively presumed to be Trade Secrets whether or not Franchisee or Franchisor designate them as such: (i) Franchisee's or Franchisor's methods and procedures; (ii) Franchisee's or Franchisor's sources of supply; and (iii) Franchisee's or Franchisor's advertising, marketing, and public relations strategies.

1.3 The terms "Confidential Information" and "Trade Secret" do not include, regardless of the means of disclosure: (i) information generally known to the trade or the public at the time Franchisee or Franchisor disclose it to me; (ii) information that becomes known to the trade or the public after Franchisee or Franchisor disclose it to me, unless it becomes known due to my breach of this Agreement; or (iii) information I can prove was known to me at the time Franchisee or Franchisor disclosed it to me.

GoliathTech®
Addendum E – Trade Secrets & Confidentiality Agreement

2. Employer Owns All Incidents

Franchisor shall be entitled to all of the benefits, profits and other issues arising from or incident to all work, services, and advice of Employee relating to the Confidential Information or Trade Secrets or arising out of discussions with Franchisee regarding same, and in any way communicated to Franchisee or becoming known to Franchisee during or after the term of employment.

3. Nondisclosure

Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any unauthorized person(s) any information regarding any Confidential Information, Trade Secret(s) or any proprietary information of Franchisee or Franchisor. All such information shall be held by Employee in complete confidence. Such information is important, material, and confidential and gravely affects the effective and successful conduct of Franchisee's Licensed Business and goodwill. Should Employee, at any time, cease to be an employee of Franchisee, Employee shall immediately return to the Franchisee the originals and all copies of all documents or other media containing or representing the Confidential Information or Trade Secrets. Breach of any of the terms of this paragraph shall be a material breach of this Agreement. The terms of this paragraph shall survive termination of this Agreement for any reason. Employee shall be in breach of this Agreement during any month in which Employee or any third party has possession or use of any Confidential Information or Trade Secrets in violation of this Agreement.

4. Remedies

Employee agrees that, in the event of alleged breach, Franchisor or Franchisee shall be entitled, in addition to all other remedies available at law or in equity, to a temporary restraining order, a preliminary injunction and other interim relief and that the maximum bond to be required of Franchisor or Franchisee for such relief shall be ten dollars (\$10). Employee waives any right to a higher bond. Employee agrees that any action taken by Franchisee or Franchisor pursuant to this Agreement shall not constitute an election of remedies. In addition to, and not in lieu of, an injunction, Franchisee shall be entitled to a judgment against Employee for the greater of (a) Franchisee's actual damages (if provable under the circumstances) or (b) liquidated damages calculated as Employee's average monthly gross compensation for the last six months (or portion thereof) for which Employee was employed by Franchisee, multiplied by the number of months during which Employee was in breach of this Agreement. The parties mutually agree that the liquidated damages agreed herein are not a penalty but are a best good faith effort to estimate what Franchisor's or Franchisee's actual damages would be in the event of a breach under circumstances where actual damages may, because of facts known at that time, not be readily susceptible of accurate calculation.

5. Enforcement by Franchisor

Both Franchisee and Employee acknowledge and agree that this Agreement is for the benefit not only of the Employer, but also of the Employer's Franchisor, **GoliathTech Inc.** Franchisee and Employee each agree that **GoliathTech Inc.** shall have the same right to enforce this Agreement as Franchisee has; provided only that as between Franchisee and **GoliathTech Inc.** they shall be entitled to only one recovery of damages or liquidated damages.

GoliathTech®

Addendum E – Trade Secrets & Confidentiality Agreement

initials

6. Effectiveness

This Agreement shall become effective when signed and shall be enforceable at any time thereafter.

6.1 Non-Waiver.

No act or omission or delay in enforcing a right by either party shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

6.2 Attorney's Fees.

In the event that legal action or arbitration is commenced by either party to enforce this Agreement or to determine the rights of any party, including any appeal proceeding, the substantially prevailing party, in addition to any other remedy, shall be entitled to receive its reasonable attorney's fees and costs.

6.3 Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid, unless such invalidity shall pertain to the obligation to pay fees, in which event this Agreement shall terminate.

6.4 Warranty of Authority.

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she has full authority to sign and to legally bind the party.

6.5 Paragraph Headings.

The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any portion thereof.

6.6 Recitals.

The recitals preceding the first numbered paragraph of this Agreement are hereby made part of this Agreement as if set forth within the numbered paragraphs.

6.7 Choice of Law.

This Agreement shall be governed by and construed under the laws of the state in which the Licensed Business is located.

6.8 Notices.

All notices required or permitted by this Agreement shall be sent to the respective parties at the addresses set forth herein. The place of notice may be modified by appropriate registered or certified mailing to the other party. All notices shall be sent by certified mail, return receipt requested, postage prepaid, or personally delivered. Notices shall be deemed given at the earlier of (a) receipt by the addressee or (b) two (2) days following deposit with the United States Postal Service or its successor.

6.9 Entire Agreement.

This document, together with any exhibits and addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior representations, promises, contracts or agreements are hereby fully superseded.

6.10 Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Franchisee. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Franchisee.

Date: _____

FRANCHISEE

EMPLOYEE

By: _____
Name, Title

By: _____
Signature

Address:

Address:

Phone: _____

Phone: _____

Addendum F Mutual Termination and Release Agreement

THIS MUTUAL TERMINATION AND RELEASE AGREEMENT (this "Agreement") is made and entered into the ____ day of _____, by and between GOLIATHTECH INC., a Canadian corporation with its principal business address at 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada ("GOLIATHTECH"), and _____ ("Franchisee").

RECITALS

A. GOLIATHTECH and Franchisee entered into a Franchise Agreement dated _____ (the "Franchise Agreement").

B. GOLIATHTECH and Franchisee mutually agree to terminate the Franchise Agreement and as consideration therefore, enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and commitments set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of all of which the parties hereby acknowledge, the parties hereby agree as follows:

Termination of the Franchise Agreement. The Franchise Agreement shall terminate effective _____ (the "Termination Date"). Franchisee shall continue to be bound by all other post- termination obligations that expressly or by their essential purpose are intended to survive the termination of the Franchise Agreement, including, but not limited to Articles 16 and 17 of the Franchise Agreement.

1. Add other provisions as may be applicable

2. Release; Estoppel; Covenant Not To Sue; Indemnification by Franchisee Releasing Parties.

2.1 **Release.** Contingent upon GOLIATHTECH's payment of the consideration set forth in this Agreement, if any, Franchisee, for itself and its agents, and attorneys, successors, heirs, and assigns of any and all of the foregoing (collectively, the "Franchisee Releasing Parties"), hereby release, remise, acquit, and forever discharge, to the extent permitted by applicable law, GOLIATHTECH and its directors, managers, officers, shareholders, partners, members, employees, agents, and attorneys, and GOLIATHTECH's affiliates, and each and all of such affiliates' directors, managers, officers, shareholders, partners, members, employees, agents, and attorneys, and the predecessors, successors, heirs, and assigns of any and all of them (collectively, the "GOLIATHTECH Parties Released"), from and against any and all obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages, expenses, costs, liability, and liabilities of any nature or kind, contingent or fixed, known or unknown, at law or in equity or otherwise, that arise out of or are related to, or that may hereafter arise out of or relate to, for any matter prior to the Termination Date.

2.1.1 Franchisee, for itself and the other Franchisee Releasing Parties, hereby covenants, warrants, represents, and agrees that neither it nor they nor any of them have assigned or transferred any of the obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages, expenses, costs, liability, or liabilities described in this Section 3.1 of this Agreement to any third party.

2.1.2 If any Franchisee Releasing Party raises or asserts any obligation, claim, demand, right, action, or cause of action described in this Section 2.1, or alleges any debt, loss, GoliathTech®

Addendum F – Mutual Termination and Release Agreement

initials

losses, damage, damages, expense, cost, liability, or liabilities described in this Section 2.1, this Section 2.1 shall be a complete and conclusive defense thereto.

2.2 Covenant Not to Sue. Franchisee, for itself and the other Franchisee Releasing Parties, hereby covenants, warrants, represents, and agrees that neither it nor they nor any of them will, except to the extent such right cannot be waived under applicable law: (i) make or raise any claim, counterclaim, crossclaim, affirmative defense, or demand; (ii) commence, or cause or permit to be commenced; (iii) prosecute, or cause or permit to be prosecuted; or (iv) assist or cooperate in the commencement or prosecution of, any suit or action at law or in equity or otherwise, any arbitration or like proceeding, or any administrative or agency proceeding, against or related to the GOLIATHTECH Parties Released, or any of them, for any matter arising out of or related to, or that may hereafter arise out of or relate to: (a) the Release set forth in Section 2.1 of this Agreement; or (b) any matter that is within the ambit of such Release.

3. Release; Estoppel; Covenant Not to Sue; Indemnification by GOLIATHTECH Releasing Parties.

3.1 Release. Contingent upon Franchisee's production of the Materials as set forth in Section 3 of this Agreement, if any, and its performance of all of its post-termination obligations pursuant to the terms of the Franchise Agreement and this Agreement, GOLIATHTECH, for itself and its affiliates, and for its and such affiliates' directors, managers, officers, shareholders, partners, members, employees, agents, and attorneys, and for the predecessors, successors, heirs, and assigns of any and all of the foregoing (collectively, the "GOLIATHTECH Releasing Parties"), hereby release, remise, acquit, and forever discharge Franchisee and its directors, managers, officers, shareholders, partners, members, employees, agents, and attorneys, and Franchisee's affiliates, and each and all of such affiliates' directors, managers, officers, shareholders, partners, members, employees, agents, and attorneys, and the predecessors, successors, heirs, and assigns of any and all of them (collectively, the "Franchisee Parties Released"), from and against any and all obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages, expenses, costs, liability, and liabilities of any nature or kind, contingent or fixed, of which such GOLIATHTECH Releasing Party knows or should through the exercise of reasonable diligence should know, at law or in equity or otherwise, that arise out of or are related to, or that may hereafter arise out of or relate to, for any matter prior to the Termination Date.

3.1.1 GOLIATHTECH, for itself and the other GOLIATHTECH Releasing Parties, hereby covenant, warrant, represent, and agree that neither it nor they nor any of them have assigned or transferred any of the obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages, expenses, costs, liability, or liabilities described in this Section 4 of this Agreement to any third party.

3.1.2 If any GOLIATHTECH Releasing Party raises or asserts any obligation, claim, demand, right, action, or cause of action described in this Section 3, or alleges any debt, loss, losses, damage, damages, expense, cost, liability, or liabilities described in this Section 3, this Section 3 shall be a complete and conclusive defense thereto.

3.2 Covenant Not to Sue. GOLIATHTECH, for itself and the other GOLIATHTECH Releasing Parties, hereby covenant, warrant, represent, and agree that neither it nor they nor any of them will: (i) make or raise any claim, counterclaim, cross claim, affirmative defense, or demand; (ii) commence, or cause or permit to be commenced; (iii) prosecute, or cause or permit to be prosecuted; or (iv) assist or cooperate in the commencement or prosecution of, any suit or action at law or in equity or otherwise, any arbitration or like proceeding, or any administrative or agency proceeding, against or related to the Franchisee Parties Released, or any of them, for any GoliathTech®

Addendum F – Mutual Termination and Release Agreement

initials

matter arising out of or related to, or that may hereafter arise out of or relate to: (a) the Release set forth in Section 3 of this Agreement; or (b) any matter that is within the ambit of such Release.

4. Acknowledgements.

4.1 Voluntary Nature of Agreement. Franchisee, for itself and the other Franchisee Releasing Parties, hereby acknowledges and agrees that: (i) it has freely and voluntarily entered into this Agreement, including without limitation the Release, Estoppel, Covenant Not to Sue, and Indemnification set forth in Section 2 of this Agreement; (ii) it has had a full and fair opportunity to consult with its legal counsel with respect to this Agreement, including without limitation such Release, Estoppel, Covenant Not to Sue, and Indemnification, and that it has in fact done so; and (iii) it has carefully read and fully understands this Agreement.

4.2 Remedies. The parties hereby acknowledge and agree that: (i) in the event of any breach of Sections 2 or 3 of this Agreement, the respective party released thereby would be irreparably injured and without adequate remedy at law; and (ii) in the event of a breach or a threatened or attempted breach of any provision of Sections 2 or 3, the injured party will be entitled, in addition to any other remedies such party may have at law or in equity or otherwise, to a preliminary and permanent injunction and a decree for specific performance of the provisions of Section 2 or 3 without the necessity of showing actual or threatened damage and without being required to furnish a bond or other security.

5. Confidentiality. Franchisee agrees that it will keep the terms and conditions of this Agreement confidential. Franchisee may, however disclose this Agreement and its contents to its legal or financial advisers.

6. Miscellaneous.

6.1 Time. Time is of the essence to the performance of all obligations of the parties to be performed under this Agreement.

6.2 Amendments. This Agreement may be amended only by a written agreement signed by the parties.

6.3 Waiver and Delay. No waiver or delay by GOLIATHTECH in requiring strict compliance with any obligation of this Agreement, or in the exercise of any right or remedy provided in this Agreement or at law or in equity or otherwise, and no custom or practice at variance with the requirements of this Agreement, will constitute a waiver or modification of any such obligation, right, remedy, or requirement, or preclude the exercise of any such right or remedy or the right to require strict compliance with any obligation set forth in this Agreement, or will preclude, affect, or impair enforcement of any right or remedy provided in this Agreement or at law or in equity or otherwise. All remedies under this Agreement, at law, in equity, or otherwise, afforded to GOLIATHTECH shall be cumulative and not alternative, and may be exercised simultaneously or sequentially in any order.

6.4 Attorneys' Fees. In the event of any dispute or litigation arising out of or related to this Agreement, including without limitation any dispute or litigation arising out of or related to the making of this Agreement, the prevailing party, on demand, shall pay the other party's costs, including without limitation, reasonable attorneys' fees and costs.

7. Construction.

7.1 Construe In Favor of Enforcement. In the event of any litigation or like event or occurrence arising out of or related to Franchisee’s or any other releasing party’s obligations set forth in this Agreement, or arising out of or related to the matters set forth in this Agreement, Franchisee, for itself and the other Franchisee Releasing Parties, hereby directs any third party construing this Agreement, including without limitation any court, mediator, master, or other party acting as a trier of fact or law, to construe such provisions broadly in favor of enforcement.

7.2 Merger; Entire Agreement. This Agreement is a complete integration that sets forth the entire agreement between the parties, fully superseding any and all prior negotiations, agreements, representations, or understandings between GOLIATHTECH and Franchisee, whether oral or written, arising out of or related to the matters set forth in this Agreement. GOLIATHTECH and Franchisee hereby expressly affirm that there are no oral or written agreements, side-deals, arrangements, or understandings between them arising out of or related to the matters set forth in this Agreement except as expressly set forth in this Agreement. No course of dealing, whether occurring before or after the date of this Agreement, shall operate to amend, terminate, or waive any express written provision of this Agreement.

7.3 Effect of Recitals. The Recitals to this Agreement shall be construed as a material and enforceable part of this Agreement for all purposes and shall in no event be considered prefatory language or mere surplusage.

7.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

7.5 Submission of Agreement; Effectiveness. Submission of this Agreement to Franchisee does not constitute an offer to enter into a contract. This Agreement shall not be binding on GOLIATHTECH unless and until: (i) it is duly executed by GOLIATHTECH’s authorized officer; and (ii) such duly-executed Agreement is delivered to Franchisee.

[This release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

IN WITNESS WHEREOF, the parties to this Agreement, intending to be legally bound by this Agreement, have duly executed and delivered this Agreement as of the Effective Date.

GOLIATHTECH:

FRANCHISEE:

Goliath Tech Inc.

By: _____
Julian Reusing
President and CEO

By: _____
Print Name

Signed in Magog, Quebec

EXHIBIT C TO THE DISCLOSURE DOCUMENT

STATE LAW ADDENDUM TO FRANCHISE AGREEMENT

**ADDENDUM TO THE GOLIATHTECH INC. FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA**

This Addendum to Franchise Agreement (“Franchise Agreement”) dated _____ between Goliathtech Inc. (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of California; (b) Franchisee is a resident of the State of California; and/or (c) the GoliathTech Franchised Business will be located or operated in the State of California.
2. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §20000-20043, the Franchise Agreement is amended as follows:

The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement. Section 19, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.). Section 16.1 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law. The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law. The Franchise Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law. Section 20.8 requires binding arbitration. The arbitration will occur at the forum indicated in Section 20.8, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult 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 of the State of California.

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

3. Section 2.01 of the Franchise Agreement is amended to add the following: You will not pay Your Initial Fee to Us until we have completed all of Our material pre-opening obligations to you and until you are open for business.
4. Section 21.01 of the Franchise Agreement is deleted.
5. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.
6. 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.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

GoliathTech Inc.

By: _____
Signed in Magog, Quebec

Name: _____

Title: _____

FRANCHISEE

[Print Name of Franchise Entity]

By: _____
[Signature of person signing on behalf of entity]

Title of Signatory: _____

**ADDENDUM TO THE GOLIATHTECH INC. FRANCHISE AGREEMENT
FOR USE IN HAWAII**

This Addendum to Franchise Agreement (“Franchise Agreement”) dated _____ between Goliathtech Inc. (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

No statement, questionnaire, or acknowledgement 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.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

GoliathTech Inc.

By: _____
Signed in Magog, Quebec

Name: _____

Title: _____

Date: _____

FRANCHISEE

[Print Name of Franchise Entity]

By: _____
[Signature of person signing on behalf of entity]

Title of Signatory: _____

Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR ILLINOIS FRANCHISEES

This Addendum to Franchise Agreement (“Franchise Agreement”) dated _____ between GoliathTech Inc. (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Illinois; (b) Franchisee is a resident of the State of Illinois; and/or (c) the GoliathTech Franchised Business will be located or operated in the State of Illinois.

2. Illinois governs the Franchise Agreement.

3. 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 is void.” To the extent that any provision in the Franchise Agreement is inconsistent with Illinois law, Illinois law will control.

4. Franchisees’ right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. Any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration on a venue outside of Illinois.

6. Section 2.01 of the Franchise Agreement is amended to add the following:

The payment of the Initial Fee is deferred until such time as the Franchisor has satisfied all of its pre-opening obligations to Franchisee, and Franchisee has commenced doing business. The Office of the Illinois Attorney General has imposed this financial assurance requirement due to Franchisor’s current financial condition.

7. 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.

8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

9. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR MARYLAND FRANCHISEES

This Addendum to Franchise Agreement (“Franchise Agreement”) dated _____ between GoliathTech Inc. (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Maryland; (b) Franchisee is a resident of the State of Maryland; and/or (c) the GoliathTech Franchised Business will be located or operated in the State of Maryland.

2. The following sentence is added to the end of Section 1:
Representations in the Franchise Agreement are not intended to, nor shall they act as a release, estoppels, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Sections 2.2.6 and 13.3.9:
The general release required as a condition of renewal, sale or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly.

5. The following sentence is added to the end of Section 16.7:
Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland.

6. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

7. 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.

8. The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

10. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

11. The following paragraph is deleted from the Franchise Agreement.

“WHEREAS Franchisee is aware of the risks, business and otherwise, associated with owning a GoliathTech Licensed Business and has independently evaluated those risks without relying upon any representations from Franchisor or Franchisor’s agents regarding revenues, profits or probability of success, excepting only those representations and accompanying cautions contained in Franchisor’s Franchise Disclosure Document, revenues, profits or probability of success being affected primarily by factors beyond Franchisor’s control, including Franchisee’s skill, personality, diligence and dedication and general regional or local economic or demographic conditions.”

12. Section 19.01.04 of the Franchise Agreement is deleted.

13. Section 21.01 of the Franchise Agreement is deleted.

14. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum to Franchise Agreement (“Franchise Agreement”) dated _____ between GoliathTech Inc. (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; (b) Franchisee is a resident of the State of Minnesota; and/or (c) the GoliathTech Franchised Business will be located or operated in the State of Minnesota
2. Section 2.01 of the Franchise Agreement is amended to add the following:
The payment of the Initial Fee is deferred until such time as the Franchisor has satisfied all of its pre-opening obligations to Franchisee, and Franchisee has commenced doing business.
3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.
4. Minn. Stat. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreements can abrogate or reduce (1) any of your rights as provided for in Minnesota Statute 80C, or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
5. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. 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.
6. Minnesota considers it unfair to not protect your right to use the trademarks. Refer to Minn. Stat. 80C.12 Subd. 1(G). We will protect your rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name, as required under Minn. Stat. 80C.12 Subd. 1(G).
7. Minnesota Rules 2860.4400(D) prohibits us from requiring you to assent to a general release.
8. You cannot consent us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.
9. The Limitations of Claims section must comply with Minnesota Status 80C.17 Subd. 5.
10. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
11. 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 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.

12. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NEW YORK FRANCHISEES**

This Addendum to Franchise Agreement (“Franchise Agreement”) dated _____ between GoliathTech Inc. (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

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 THAT ANYTHING IN THE 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 CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor’s principal trademark:

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

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

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

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

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

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

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

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

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

6. Franchise Questionnaires and Acknowledgments – 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.

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NORTH DAKOTA FRANCHISEES**

This Addendum to Franchise Agreement (“Franchise Agreement”) dated _____ between GoliathTech Inc. (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of North Dakota; (b) Franchisee is a resident of the State of North Dakota; and/or (c) the GoliathTech Franchised Business will be located or operated in the State of North Dakota.

2. Section 2.01 of the Franchise Agreement is amended to add the following:

The payment of the Initial Fee is deferred until such time as the Franchisor has satisfied all of its pre-opening obligations to Franchisee, and Franchisee has commenced doing business.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISOR:

GoliathTech Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

Signed in Magog, Quebec

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR SOUTH DAKOTA FRANCHISEES**

This Addendum to Franchise Agreement (“Franchise Agreement”) dated _____ between GoliathTech Inc. (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of South Dakota; (b) Franchisee is a resident of the State of South Dakota; and/or (c) the GoliathTech Franchised Business will be located or operated in the State of South Dakota.

2. Section 2.01 of the Franchise Agreement is amended to add the following:
The payment of the Initial Fee is deferred until such time as the Franchisor has satisfied all of its pre-opening obligations to Franchisee, and Franchisee has commenced doing business.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR VIRGINIA FRANCHISEES**

This Addendum to Franchise Agreement (“Franchise Agreement”) dated _____ between GoliathTech Inc. (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Virginia; (b) Franchisee is a resident of the State of Virginia; and/or (c) the GoliathTech Franchised Business will be located or operated in the State of Virginia.
2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.
4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

This Addendum to Franchise Agreement (“Franchise Agreement”) dated _____ between Goliathtech Inc. (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

Section 21.01 of the Franchise Agreement is deleted.

Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment protection Act, WA Rev. Code §§19.100.010 to 19.100.940 (1991) (the “Act”). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement, This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Washington; (b) Franchisee is a resident of the State of Washington; and/or (c) the GoliathTech Inc. Franchised Business will be located or operated in the State of Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** 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.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders

thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

DATED THIS _____ DAY OF _____, 20____.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

EXHIBIT D TO THE DISCLOSURE DOCUMENT

List of Current and Former Franchisees

List of Current Franchisees - Jan 31, 2025

Alaska

GoliathTech Alaska
Tim Mersdorf, Bobbi Jo Mersdorf
(1 Franchise)
950 Bench Court
Homer, AK 99504
(907) 290-7016

GoliathTech Kenai Peninsula
Kevin Frank
(1 Franchise)
69588 Rollins Way
Anchor Point, AK, 99556
(907) 435-7794

Arizona

Build Well Contracting Inc
Sami Kivinen
(2 Franchises)
1875 N. Central Ave.
Phoenix, AZ, 85004
(480) 714-8344

California

Bluvoxel
Eric M. Davis
(2 Franchises)
414 Hummingbird Place
Clayton, CA 94517
(530) 563-3131

Connecticut

Hudson Valley Inc
Douglas Passeri
(1 Franchise)
70 Co Rte 7
Pine Plains, NY, 12567
(518) 821-9761

Florida

ACE Foundation & Systems
Alan Egert
(1 Franchise)
11950 W Dixie Hwy,
Miami, FL, 33161
(305) 892-8453

GoliathTech Central Florida
Casa Mia Services Inc.
Sergio Torrente
(1 Franchise)
3013 Northwood Blvd
Winter Park, FL, 32789
(407) 921-9020

Idaho

GoliathTech Boise
Darien Miskin
(2 Franchises)
Rigby, ID, 83442
(816) 598-5322

Indiana

Anchor Helical Pile Solutions, LLC
James Laser
(3 Franchises)
4000 Clarks Creek Road
Plainfield, IN, 46168
(317) 437-3171

Iowa

GoliathTech Minnesota
Jeff Prebil
(6 Franchises)
8840 Xylite St., NE Blaine, MN 55449
(612) 405-7785

Maine

GoliathTech Maine
Kevin Ouellette
(1 Franchise)

381 Middle Road
Fairfield, ME 04937
(207) 453-2668

Massachusetts

GoliathTech New England
Jeff O'Rourke
(11 Franchises)
389 Concord Rd.
Billerica, MA 01821
(781) 710-2042

GoliathTech Worcester
Steven Ninos
(1 Franchise)
350 South Road
Holden, MA, 01520
(508) 735-5564

GoliathTech Western Massachusetts
Douglas Passeri
(1 Franchise)
70 Co Rte 7
Pine Plains, NY, 12567
(518) 821-9761

Michigan

Woodcraft Design and Build
Keith Hay
(1 Franchise)
2420 Crooked Lake
Howell, MI, 48843
(734) 756-5640

Endurapile LLC
Scott Parkham
(1 Franchise)
320 E. Bingham Street
Alpena, MI, 49707
(989) 657-6294

Shoreside Craftsman LLC
Patrick Miles
(1 Franchise)
15731 S 29th St
Vicksburg, MI, 49097
(269) 716-8277

Minnesota

GoliathTech®
Exhibit D – List of Current and Former Franchisees
23833467v22 099809.00000

GoliathTech Minnesota
Jeff Prebil
(12 Franchises)
8840 Xylite St., NE Blaine, MN 55449
(612) 405-7785

Montana

GoliathTech Billings
Jessica Rae Borges
(1 Franchise)
3486 Granger Ave S.
Billings, MT, 59102
(801) 616-1302

Congdon Made LLC
Daniel Congdon
(1 Franchise)
3752 Rodeo Rd
Missoula, MT, 59803
(406) 304-9677

ModTech LLC
Dennis Burton
(1 Franchise)
2650 West Valley Dr.
Kalispell, MT, 59901
(406) 890-8714

New Hampshire

GoliathTech New Hampshire
Jonathan Ramos
(1 Franchise)
91 Lawrence Rd.
Salem, NH, 03079
(603) 913-4397

New Mexico

LLR Construction LLC
David Langley
(1 Franchise)
2015 Wyoming Blvd NE STE I
Albuquerque, NM, 87112
(505) 365-1184

New York

MPG Properties LLC
Michael Gish
(3 Franchises)
490 Center Road West Seneca, NY 14224
(716) 432-8455

GoliathTech of Central New York
Ian Storsberg, Sean Wlock, Dave Fasolino
(1 Franchise)
6190 Walker Road,
Deerfield, NY, 13502
(315) 525-6833

GoliathTech Hudson Valley
Douglas Passeri
(2 Franchises)
70 Co Rte 7
Pine Plains, NY, 12567
(518) 821-9761

GoliathTech Syracuse
Christopher Fox
(2 Franchises)
4573 Waterhouse Rd.
Clay, NY, 13041
(315) 530-8594

Nevada

GoliathTech Nevada LLC
Francis Janoski
(1 Franchise)
2120 Abbe Ln
Pahrump, NV, 89048
(775) 295-2950

North Carolina

GoliathTech of the Southern Piedmont
Alan Parker
(3 Franchises)
8677 Bethel Church Road
Concord, NC, 28025
(704) 579-6633

North Dakota

GoliathTech Minnesota
Jeff Prebil
(1 Franchise)
8840 Xylite St., NE
Blaine, MN 55449
(612) 405-7785

Ohio

Backspace Builders LLC
Benjamin Perryman

GoliathTech®
Exhibit D – List of Current and Former Franchisees
23833467v22 099809.00000

(1 Franchise)
216 N Monroe Ave
Columbus, OH 43203
(614) 316-8728

Oregon

Absolute Foundation LLC
Daniel Smith
(1 Franchise)
137 SW Cypress St.
McMinnville, OR, 97128
(971) 901-1026

Pennsylvania

Goliathtech Keystone
Joshua Miller
(4 Franchises)
Red Lion, PA 17356
(717) 693-2999

East Penn Foundations LLC
Todd Garloff
(2 Franchises)
4117 Ford Drive
Emmaus, PA, 18049
(484) 515-0968

Rhode Island

GoliathTech New England
Jeff O'Rourke
(2 Franchises)
389 Concord Road
Billerica, MA 01821
(781) 710-2042

South Dakota

GoliathTech Minnesota
Jeff Prebil
(2 Franchises)
8840 Xylite St., NE
Blaine, MN 55449
(612) 405-7785

Tennessee

GoliathTech Minnesota
Jeff Prebil
(1 Franchise)
8840 Xylite St., NE Blaine,
MN, 55449
(612) 405-7785

GoliathTech Nashville
William Barron
(1 Franchise)
1005 Scramblers Knob
Franklin, TN, 37069
(240) 285-0431

Texas

GoliathTech Texas
Mark Guymon
(12 Franchises)
3113 Colony Dr
Mesquite, TX, 75150
(206) 491-2127

Utah

GoliathTech Utah
Ryan Mock
(5 Franchises)
3400 N 1000 W,
Pleasant View, UT, 84414
801-839-5283

Vermont

Parker Sitework LLC
Justin Parker
(1 Franchise)
25 Parker Ln.
New Haven, VT, 05472
(802) 238-1508

Virginia

Screw Pile Systems LLC
Josh Desilets
(1 Franchise)
5003 Sudley Rd.
Catharpin, VA, 20143
(703) 365-0747

Washington

Newport West LLC
Mike Nykreim
(1 Franchise)
4958 126th Ave. SE

Bellevue, WA, 98006
(425) 201-0001

Wisconsin

Badgerland Pile Co. LLC
Thomas Hattori
(3 Franchises)
1686 Journeys Dr.
Hartland, WI 53029
(262) 370-3361

GoliathTech of Southeast WI
John Achim
(1 Franchise)
N68 W13159 Ranch Road
Menomonee Falls, WI 53051
(262) 735-5253

GoliathTech Minnesota
Jeff Prebil
(2 Franchises)
8840 Xylite St., NE
Blaine, MN 55449
(612) 405-7785

List of Former Franchisees Jan 31, 2025

Alabama

Gulf States Construction & Piles LLC
(Non-Renewal)
Robert Brooks
(1 Franchise)
1561 Grove Hill Road Auburn, AL, 35630
(205) 266-6342

Rose Office Systems
(Non-Renewal)
Gary Cain
(1 Franchise)
1265 Hwy 87
Calera, AL, 35040
(205) 663-2210

California

Silicon Valley GT
(Termination)
Damian Cieslicki
(1 Franchise)
1380 Fairway Dr
Los Altos, CA, 94024
(408) 455-2635

Florida

Gulf States Construction & Piles LLC
(Non-Renewal)
Robert Brooks
(1 Franchise)
1561 Grove Hill Road Auburn, AL, 35630
(205) 266-6342

Vermont

Business to M2M
(Transfer)
Max Murray
(1 Franchise)
88B North St,
Bristol, VT, 05443, US
(802) 992-8959

EXHIBIT E
OPERATIONS MANUAL - Table of Contents

<u>CHAPTER 1 - INTRODUCTION</u>	6	
HOW TO USE THIS MANUAL	6	1
<u>CHAPTER 2 - WELCOME TO GOLIATHTECH</u>	7	
HISTORY OF GOLIATHTECH	8	
THE GOLIATHTECH EXECUTIVE TEAM	8	
GOLIATHTECH'S MISSION, PRINCIPLES & PROMISES	9	4
<u>CHAPTER 3 - SUPPORT RESOURCES</u>	11	2
<u>CHAPTER 4 - PRE-OPENING TIMETABLE & OBLIGATIONS</u>	13	
GOLIATHTECH'S PRE-OPENING TIMETABLE	13	
WEEK ONE	15	
WEEK TWO	15	
WEEK THREE	16	
WEEK FOUR	18	
WEEK FIVE	19	
WEEK SIX	20	
WEEK SEVEN	22	
WEEK EIGHT	23	
WEEK NINE	24	
WEEK TEN - TWELVE	25	13
<u>CHAPTER 5 - FRANCHISEE TRAINING REQUIREMENTS</u>	26	
GOLIATHTECH ORIENTATION TRAINING	26	
SUBSEQUENT TRAINING	27	2
<u>CHAPTER 6 - STAFFING YOUR GOLIATHTECH FRANCHISE</u>	28	
STAFFING	28	
JOB DESCRIPTIONS	29	
RECRUITING	29	
INTERVIEWING	30	
INTERVIEW FORM	31	
QUESTIONS YOU MAY NOT ASK APPLICANT	32	
EMPLOYEE FILE - REQUIRED PAPERWORK	33	6
<u>CHAPTER 7 - OFFICE POLICIES</u>	33	

IMAGE	33	
SETTING UP YOUR OFFICE	33	
QUALITY STANDARDS OF SERVICES	34	
BENEFITS OF SERVICE STANDARDS	35	
SERVICE AND COURTESY TO CUSTOMERS	36	
HANDLING TYPICAL COMPLAINTS AND PROBLEMS	37	
EMPLOYEE APPEARANCE (TRADE DRESS) AND HYGIENE	38	
VISITORS IN THE WORKPLACE	38	
COMPUTER USAGE	38	
TEAMWORK	39	
COMMUNICATION	39	
TELEPHONE COURTESY	39	
PROPRIETARY & CONFIDENTIAL INFORMATION	40	
SOLICITATIONS	40	8
<u>CHAPTER 8 - OFFICE OPERATION & MAINTENANCE</u>	40	
GENERAL HOUSEKEEPING	40	1
<u>CHAPTER 9 - FRANCHISEE & ADMINISTRATIVE RESPONSIBILITIES</u>	41	
GOLIATHTeCH'S FRANCHISE FEES	41	
MISCELLANEOUS FRANCHISE DUTIES AND RESPONSIBILITIES	45	
OFFICE ADMINISTRATION MAJOR ACTIVITIES LISTING	47	
ADMINISTRATIVE MANAGEMENT CHECKLIST	48	
ALARMS, LOCKS, AND KEYS	49	
EMPLOYER RESPONSIBILITIES	49	9
<u>CHAPTER 10 - OFFICE EQUIPMENT, COMPUTER SYSTEM, INVENTORY & SUPPLIES</u>	50	
OFFICE EQUIPMENT	50	
OFFICE MANAGEMENT SOFTWARE	51	
APPROVED VENDORS	51	
EQUIPMENT "STARTER KIT"	51	
ADDITIONAL EQUIPMENT TOOLS AND SUPPLIES REQUIRED	52	3
<u>CHAPTER 11 - ADMINISTRATION</u>	52	
RECORD KEEPING	52	
ACCOUNTING SERVICES	55	
COLLECTIONS AND ACCOUNTS RECEIVABLE MANAGEMENT	57	6
<u>CHAPTER 12 - REPORTS, AUDITS & INSPECTIONS</u>	58	

FRANCHISEE REPORTING	58	
RECORDS AND REPORTS	58	
FAILURE TO REPORT	59	
AUDITS AND INSPECTIONS	59	
CONTACT WITH OTHERS	59	2
<u>CHAPTER 13 – ON-LINE PRESENCE AND SOCIAL MEDIA GUIDELINES</u>	59	
<i>GENERAL STATEMENT OF PURPOSE</i>	59	
<i>PERMITTED ON-LINE MARKETING AND PROMOTION BY FRANCHISEES</i>	60	
<i>FRANCHISOR PRIVATE ON-LINE PAGES, GROUPS, OR INTRANET</i>	60	
<i>PROHIBITED PRACTICES BY FRANCHISEES ON PUBLIC SITES, FORUMS, ETC.</i>	60	2
<u>CHAPTER 14 – LOCAL MARKETING</u>	61	
DEVELOPMENT OF LOCAL MARKETING	61	1
<u>CHAPTER 15 – MARKETING</u>	61	
MARKETING AT GOLIATHTECH	61	
FRANCHISEE MARKETING REQUIREMENTS	61	
MARKETING PLAN	62	
SUGGESTED ADVERTISING METHODS	63	
A CLOSER LOOK AT VARIOUS FORMS OF ADVERTISING	63	
EXECUTING YOUR MARKETING PLAN	65	5
<u>CHAPTER 16 – ONGOING MARKETING</u>	66	1
<u>CHAPTER 17 - SALES</u>	67	
INTRODUCTION	67	
PHONE SELLING	67	
REFERRALS	68	
PRICING POLICIES AND FEE STRUCTURES	70	
DELIVERY OF GOODS	70	4
<u>CHAPTER 18 - INSURANCE REQUIREMENTS & RISK MANAGEMENT</u>	71	
GENERAL INSURANCE COVERAGE	71	
RISK MANAGEMENT	73	
MANAGING RISK AT THE FRANCHISE LOCATION OR JOB SITE	74	
FRANCHISEE SITE SECURITY	74	
REPORTING ACCIDENTS AND INCIDENTS	75	5

<u>CHAPTER 19 - CORPORATE STRUCTURE & FINANCING</u>	76	
SETTING UP YOUR ENTITY	76	
LEGAL BUSINESS STRUCTURES	76	
TYPES OF STRUCTURES	77	
SETTING UP THE NEW CORPORATION	80	5
<u>CHAPTER 20 - TRADEMARKS & TRADE SECRETS - PROTECTION POLICIES</u>	83	
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	83	
TRADEMARK USAGE AND GUIDELINES	84	
EXAMPLES OF TRADEMARK MISUSE	85	3
<u>CHAPTER 21 - RESALE, TRANSFER, RENEWAL AND CLOSING</u>	86	
CONDITIONS OF RENEWAL	86	
CONTINUATION	87	
ASSIGNMENT OR TRANSFER	87	
TERMINATION / NON-COMPETE AFTER TERMINATION	90	
NON-COMPETE AFTER TERMINATION	92	7
<u>CHAPTER 22 - EXPANSION & RELOCATION REQUIREMENTS</u>	93	
FRANCHISE EXPANSION, NEW TERRITORY, RESALE PURCHASE OR TERRITORY EXPANSION	93	1
<u>CHAPTER 23 – FORMS</u>	94	1

EXHIBIT F TO THE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (916) 327-7585 or Toll free (866) 275-2677	Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (916) 327-7585 or Toll free (866) 275-2677
HAWAII	Commissioner of Securities of The State of Hawaii Business Registration Division Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Business Registration Division Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Franchise Division Attorney General State of Illinois 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Securities Commissioner Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Securities Commissioner Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, Michigan 48913 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau 670 Law Building Lansing, Michigan 48913
MINNESOTA	Minnesota Department of Commerce Securities-Franchise Registration 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	Minnesota Department of Commerce Securities-Franchise Registration 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, New York 10005 (212) 416-8222 Phone (212) 416-6042 Fax	Secretary of State 99 Washington Avenue Albany, NY 12231
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
RHODE ISLAND	Division of Securities John O. Pastore Complex, Bldg. 69-1 Cranston, Rhode Island 02920 (401) 426-9500	Director of the Rhode Island Department of Business Regulation 1511 Pontiac Avenue Cranston, Rhode Island 02920
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501
VIRGINIA	State Corporation Commission, Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, Virginia (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street 1 st Floor Richmond, Virginia 23219
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, WA 98501 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Securities and Franchise Registration Wisconsin Securities Commission 345 West Washington Street, 4th Floor Madison, WI 53703 (608) 261-9555	Securities and Franchise Registration Wisconsin Securities Commission 345 West Washington Street, 4th Floor Madison, WI 53703 (608) 261-9555

EXHIBIT G TO THE DISCLOSURE DOCUMENT STATE LAW ADDENDUM

Addendum for State-Specific Requirements General

These states have statutes which may supersede the franchise agreement in Your relationship with Us including the areas of termination and renewal of Your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, Tit. 6, Chap. 25, Section 2552], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/19 and 705/20], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Tit. XX, Chap. 523H], KENTUCKY [Rev. Stat. Tit. XL, Chap. 436], LOUISIANA [Rev. Stat. Tit. 23, Section 921(E)], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Chapter 37-5B], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5B], VIRGINIA [Code 13.1- 557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03], DISTRICT OF COLUMBIA [Code, Tit. 29, Chap. 12], PUERTO RICO [Laws Tit. 10, Chap. 14], and VIRGIN ISLANDS [Code, Tit. 12A, Chap. 2, Subchap. III]. These and other states may have court decisions that may supersede the franchise agreement in Your relationship with Us including the areas of termination and renewal of Your franchise.

Some states have statutes that limit Our ability to restrict Your activity after the Franchise Agreement has ended. Other states have court decisions limiting Our ability to restrict Your activity after the franchise agreement has ended.

A provision in the Franchise Agreement that terminates the Franchise upon Your bankruptcy may not be enforceable under Title 11, United States Code.

California Addendum (Applies only to California franchisees)

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO THE EXECUTION OF THE AGREEMENT.

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.

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

- (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
- (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
- (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

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

The following statement is added to Item 1 of the Disclosure Document: You must comply with the licensure requirements of the California Contractors Licensing Board and obtain a license as an "Earthworks and Paving Contractor".

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

Neither We nor any person identified in Item 2 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 the persons from membership in that association or exchange.

You must sign a General Release of all claims if you transfer your franchise. California Corporations Code §31512 voids a waiver by the person acquiring a franchise of certain rights under the Franchise Investment Law (California Corporation Code §§31516). Business and Professions Code §20010 voids a waiver of certain rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

Risk Factor: Franchisees must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

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.)

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

The Franchise contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

You must resolve disputes through binding arbitration. The arbitration will occur in California with the costs of arbitration being borne equally by the parties. Each party will bear its own expenses, including attorneys' fees. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, We will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

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 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 highest interest rate allowed by law in California is 10% annually.

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

OUR WEBSITE www.goliathtechcorp.com 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.

Hawaii Addendum (Applies only to Hawaii franchisees)

If Your Licensed Business will be in Hawaii, You will not pay Your Initial Fee to Us until Your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have Your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on Your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Illinois Addendum
(Applies only to Illinois franchisees)

Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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.

Indiana Addendum
(Applies only to Indiana franchisees)

Indiana law prohibits requiring you to prospectively agree to a release or waiver which purports to relieve any person from liability imposed by the Indiana Franchise Practices Act (IC 23-2-2.7(5)). The Franchise Agreement shall be deemed amended to the extent necessary to comply with IC 23-2-2.7(5).

Indiana law limits the parties agreement to resolve disputes in any jurisdiction outside of Indiana (IC 23-2-2.7(10)). Subject to the Federal Arbitration Act, the Franchise Agreement shall be deemed amended and the forum for any court proceedings shall be in Indiana.

Maryland Addendum
(Applies only to Maryland franchisees)

The Maryland Franchise Registration and Disclosure Law, COMAR 02.02.08.16L, provides that, as a condition of the sale of a franchise, We may not require you to agree to a release, assignment, novation, waiver, or estoppel that would relieve a person from liability under the Franchise Registration and Disclosure Law. Item 17 of the Disclosure Document is amended by adding: any general release required as a condition of sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

Item 17 of the Disclosure Document is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

If you are a resident of Maryland or Your Licensed Business will be in Maryland, You will not pay Your Initial Fee or any other money to Us until Your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly.

Item 17 of the Disclosure Document and Article 19 of the Franchise Agreement are amended by adding: any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Article 19 of the Franchise Agreement is amended to provide as follows: Any lawsuit permitted under this Article shall be brought in the federal or state courts located in the State of Maryland. Item 17 is hereby amended by adding the identical language in the "summary" column of line v.

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.

On the basis of the financial information submitted, all fees shall be deferred pending satisfaction of all of the franchisor's pre-opening obligations to the franchisee.

Minnesota Addendum (Applies only to Minnesota franchisees)

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Your rights as provided for in Minnesota Statutes, Chapter 80C, or Your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. §80C.214, Subds. 3, 4, and 5 which require, except in certain specified cases, that We give you 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

Items 5 and 7 are amended to provide that the payment of the Initial Franchise Fee is deferred until the Franchisee is open for business.

Minnesota considers it unfair to not protect your right to use the trademarks. Refer to Minn. Stat. 80C.12 Subd. 1(G). We will protect your rights to use the trademarks, service marks,

trade names, logotypes, or other commercial symbols or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name, as required under Minn. Stat. 80C.12 Subd. 1(G).

Minnesota Rules 2860.4400(D) prohibits us from requiring you to assent to a general release.

To the extent governed by Minn. Rule 2860.4400J, you shall not be deemed to have waived any rights under Minnesota law. You shall not be deemed to have consented to Us obtaining injunctive relief, although We may seek injunctive relief. A Court or the arbitrators shall determine whether to require a bond as a condition of injunctive relief.

You cannot consent us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Status 80C.17 Subd. 5.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

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 Addendum
(Applies only to New York franchisees)**

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 F OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TOPREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

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

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

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

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

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by Franchisee**":

You may terminate the agreement on any grounds available by law.

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

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

6. Franchise Questionnaires and Acknowledgments – 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 Addendum
(Applies only to North Dakota franchisees)**

Under North Dakota law, no modification or change We make to the Manual or method of operation may materially affect Your status, rights or obligations under the Franchise Agreement.

Covenants not to compete are considered unenforceable in the State of North Dakota.

Under North Dakota law, a requirement that you consent to liquidated damages or termination penalties in the event of termination of the franchise agreement is considered unenforceable.

The North Dakota Franchise Investment Law (Section 51-19-09) requires that the laws of North Dakota, which laws will prevail, will govern the Franchise Agreement. Further, North Dakota law requires that all issues or disagreements relating to the Franchise Agreement will be arbitrated, tried, heard and decided within the jurisdiction of courts in the state of North Dakota.

Under the North Dakota Franchise Investment Law (Section 51-19-09), a North Dakota franchisee may not be required to execute a general release upon renewal of the Franchise Agreement.

Item 5 of the Disclosure Document is amended to add the following: “The Franchisee shall not be required to pay the initial Franchise Fee until Franchisor has completed all of its pre-opening obligations and the Franchisee is open for business.

**Rhode Island Addendum
(Applies only to Rhode Island franchisees)**

Item 17 is amended by adding the following: Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

If Your Licensed Business will be in Rhode Island, You will not pay Your Initial Fee to Us until Your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have Your bank verify that you have sufficient funds available at the time We sign the Agreement. The only

condition on Your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

**South Dakota Addendum
(Applies only to South Dakota franchisees)**

Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provided by law.

In the event that either party shall make demand for arbitration, such arbitration shall be conducted in a mutually agreed upon site in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association.

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing law of the state where the franchise is located.

Any provision of the franchise agreement which requires you to agree to jurisdiction and venue outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

Notwithstanding any term of the franchise agreement, We not terminate the franchise agreement upon default without first affording you thirty (30) days notice with an opportunity to cure the default within that time.

To the extent required by South Dakota law, all provisions giving any party a right to liquidated damages are hereby deleted from the franchise agreement and the parties shall be entitled to their actual damages instead.

The initial franchise fee shall not be due and payable until the franchisor has completed its pre-opening obligations to the franchisee and the franchisee is open for business.

**Virginia Addendum
(Applies only to Virginia franchisees)**

The following statement is added to Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The following statements are added to Items 12 and 17h:

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.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under

the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

Item 15 of the Franchise Disclosure Document is amended by adding the following: The Franchise Agreement requires that the Licensed Business be open for business Monday through Friday, 7 a.m. – 4 p.m., subject to seasonal and holiday adjustments; however, Franchisor, in its sole discretion may, from time to time specify different hours of operation. Franchisee may request different hours for good cause.

Item 17 of the Disclosure Document is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon Your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

Estimated Initial Investment - The franchisee will be required to make an estimated initial investment ranging from \$100,000 to \$244,000. This amount exceeds the franchisor's stockholder's equity as of January 31, 2024, which is negative \$2,035,367.

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
(Applies only to Washington franchisees)

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

- 1. Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
- 2. Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
- 3. Site of Arbitration, Mediation, and/or Litigation.** 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.
- 4. General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
- 5. Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
- 6. Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
- 7. Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
- 8. Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. 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.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

DATED THIS _____ DAY OF _____, 20____.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

**EXHIBIT H TO THE DISCLOSURE DOCUMENT
APPLICATION FOR FRANCHISE**

APPLICATION FOR A GOLIATHTECH® FRANCHISE

Date: _____

I/We _____

of _____

hereby submit an application to GoliathTech Inc., 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada for a GoliathTech Franchise:

Our GoliathTech Franchise is to be located in: _____, (the "City"),
in the state of _____.

This application, once submitted, is subject to the following terms and conditions:

1. Initial Fee for this franchise is \$49,500USD payable in cash/check to GoliathTech Inc. no sooner than seven (7) calendar days after receipt of a completed GoliathTech Franchise Agreement and appropriate addendums.
2. I/we acknowledge that I/we have, at least fourteen calendar days, prior to the signing of this Application Agreement, received GoliathTech Inc.'s current form of Franchise Disclosure Document applicable to the State. I/we understand that a completed form of the Franchise Agreement will be provided at least seven business days prior to signing the Franchise Agreement, and that all other terms are to be in accordance with it.
3. I/we have submitted a completed Confidential Qualification Report, including a completed Individual Financial Statement on GoliathTech Inc.'s form and I/we hereby authorize GoliathTech Inc. to conduct an investigation of my/our background(s) to verify the information submitted.
4. I/we acknowledge and understand that submission of this application does not bind or obligate GoliathTech Inc., Inc. to issue a GoliathTech Franchise to me/us.

By: _____

(Signature)

By: _____

(Signature)

Applicant (Print Name)

Applicant (Print Name)

**EXHIBIT I TO THE DISCLOSURE DOCUMENT
STATEMENT OF PROSPECTIVE FRANCHISEE**

As you know, you and we are entering into a Franchise Agreement for the operation of an GoliathTech Franchised business. The purpose of this Statement is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

[California, Hawaii and Washington franchisees should not complete this Questionnaire. If any California franchisee completes this Questionnaire, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Questionnaire.]

Do not sign if the franchisee is a Maryland resident or if the franchised business will be located within the State of Maryland

Acknowledgements and Representations.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Franchise Agreement?

Check one: Yes No. If no, please comment:

2. Have you studied and reviewed carefully, our Disclosure Document and Franchise Agreement?

Check one: Yes No. If no, please comment:

3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement?

Check one: Yes No. If no, please comment:

4. Was any oral, written or visual claim or representation made to you, which contradicts the disclosures in the Disclosure Document?

Check one: Yes No . If yes, please state in detail the oral, written or visual claim or representation:

5. Did any employee or other person speaking on behalf of GoliathTech Inc. make any oral, written, or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any GoliathTech location or business, or the likelihood of success at your franchise business other than disclosures made in Item 19 of the Franchise Disclosure Document?

Check one: Yes No. If yes, please state in detail the oral, written or visual claim or representation:

6. Did any employee or other person speaking on behalf of GoliathTech Inc. make any statement or promise regarding the costs involved in operating a franchise that is contrary to, or different from, the information contained in the Disclosure Document?

Check one: Yes No. If no, please comment:

7. Except as may be stated in Item 19 of the Disclosure Document, did any employee or other person speaking on behalf of GoliathTech Inc. make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any GoliathTech location or business or the likelihood of success at your franchised business?

Check one: Yes No. If yes, please state in detail the oral, written or visual claim or representation.

8. Do you understand that the franchise granted is for the right to develop an GoliathTech franchised business in a certain Territory and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, outside your Territory and in certain circumstances as described in Item 12 of the FFD inside your Territory?

Check one: Yes No. If no, please comment :

9. Do you understand that the Franchise Agreement and Disclosure Document contain the entire agreement between you and us concerning your GoliathTech franchise rights, meaning that any prior oral or written statements not set out in the Franchise Agreement or Disclosure Document will not be binding?

Check one: Yes No. If no, please comment:

10. Do you understand that the success or failure of your GoliathTech business will depend in large part upon your skills and experience, your business acumen, your location, the local market for your products and services, the economy, the number of employees you hire, competition and other economic and business factors?

Check one: Yes No. If no, please comment:

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS STATEMENT, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST SIGN BELOW.

Date: _____

Date: _____

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

APPROVED ON BEHALF OF
GOLIATHTECH INC.

Signed by: _____

Signed in Magog, Quebec

Title: _____

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

EXHIBIT J TO THE DISCLOSURE DOCUMENT

Small Business Administration Franchise Agreement Addendum

ADDENDUM RELATING TO GOLIATHTECH INC. FRANCHISE AGREEMENT

THIS ADDENDUM (Addendum) is made and entered into on _____, 20____, by **GOLIATHTECH INC.**, located at 477 Blvd. Poirier, Magog, Quebec, J1X7L1, Canada (Franchisor), and _____, located at _____ (Franchisee).

Recitals. Franchisor and Franchisee entered into a Franchise (or License) Agreement on _____, 20__, (Franchise Agreement). The Franchisee agreed among other things to operate and maintain a franchise located at _____ designated by Franchisor as Unit # _____ (Unit). Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

- Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.
- Notwithstanding anything to the contrary in the Franchise Agreement or other ancillary document, under the Franchisor's Option to Purchase Certain Assets, if the parties are unable to agree as to a purchase price and terms, the fair market value of such business personal property shall be determined by three Appraisers chosen in the following manner. Franchisee shall select one and Franchisor shall select one, and the two appraisers so chosen shall select a third appraiser. The decision of the majority of the appraisers so chosen shall be conclusive. The cost of the third appraiser shall be shared equally by the parties.
- Notwithstanding anything to the contrary in the Franchise Agreement or other ancillary document, Franchisor's (or any Third Party Assignee of the Franchisor) right to elect its Right of First Refusal to exercise said option when the franchisee decides to sell partial interest(s) in the business is amended. The Franchisor (nor any Third Party Assignee of the Franchisor) will not exercise the option for any partial sale of the franchisee's business. The Franchisor (Third Party Assignee of the Franchisor) may not become a partial owner of any SBA financed franchises.
- Notwithstanding anything to the contrary in the Franchise Agreement the Franchisor will not unreasonably withhold, delay or condition its consent to any proposed transfer or assignment by Franchisee which requires Franchisor's consent.

- Notwithstanding anything to the contrary in the Franchise Agreement or other ancillary document, franchisor’s option or right to purchase real estate owned by the franchisee and used for the franchised business will not be recorded against real property.
- Notwithstanding anything to the contrary in the Franchise Agreement or other ancillary documents, if the Franchisee (or its affiliates) owns the real property upon which the business is located, Franchisor (its assignees or affiliates) only have a right to lease the premises for the remaining term of the Franchise Agreement (excluding renewals) at fair market value.
- Notwithstanding anything to the contrary in the Franchise Agreement or other ancillary documents, the construction, interpretation of the franchise agreement and all ancillary documents, the relationship between the parties, dispute resolution/mediation/arbitration or filing of lawsuits or other legal matters will be construed/interpreted by the laws and courts of the United States, more specifically, the laws of the State of _____.
- This Addendum automatically terminates on the earliest to occur of the following: (i) a Termination occurs under the Franchise Agreement; (ii) the Loan is paid-in-full; or (iii) SBA no longer has any interest in the Loan.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written.

FRANCHISOR:

FRANCHISEE:

GOLIATHTECH INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

STATE EFFECTIVE DATES

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

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

California:	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 K TO THE DISCLOSURE DOCUMENT

RECEIPT

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

If GoliathTech Inc. 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.

[New York requires that We give You this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan requires that We give You this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If GoliathTech Inc. 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington DC 20580 and the state agencies listed in Exhibit F.

The Issuance Date of this Franchise Disclosure Document is April 30, 2025.

The Franchisor is GoliathTech Inc., 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada, Toll Free 855-743-4777.

The franchise sellers for this offering are: Julian Reusing, Sophie Cote, Michael Coyle, Ian Mckay, James Buzzell Lana Poulin and _____; 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada and Toll Free 855-743-4777.

I have received a Franchise Disclosure Document dated April 30, 2025 This disclosure document included the following Exhibits:

- Exhibit A - Financial Statements
- Exhibit B - Franchise Agreement, with:
 - Addendum A, Location of Licensed Business
 - Addendum B, Territory
 - Addendum C, Assignment of Telephone Number
 - Addendum D, Personal Guaranty
 - Addendum E. Trade Secrets & Confidentiality Agreement
 - Addendum F, Mutual Termination and Release Agreement
- Exhibit C - State Law Addendum to Franchise Agreement
- Exhibit D - List of Current and Former Licensees
- Exhibit E - Operations Manuals - Table of Contents
- Exhibit F - List of State Administrators and Agents for Service of Process
- Exhibit G - State Law Addendum
- Exhibit H - Application for Franchise
- Exhibit I - Statement of Prospective Franchisee
- Exhibit J - Small Business Administration Franchise Agreement Addendum
- Exhibit K - Receipt for Franchise Disclosure Document

DATED: _____

By: _____

Print Name: _____

RECEIPT

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

If GoliathTech Inc. 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.

[New York requires that We give You this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan requires that We give You this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

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

The Issuance Date of this Franchise Disclosure Document is April 30, 2025.

The Franchisor is GoliathTech Inc., 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada, Toll Free 855-743-4777.

The franchise sellers for this offering are: Julian Reusing, Sophie Cote, Michael Coyle, Ian Mckay, James Buzzell Lana Poulin and _____; 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada and Toll Free 855-743-4777.

I have received a Franchise Disclosure Document dated April 30, 2025. This disclosure document included the following Exhibits:

- Exhibit A - Financial Statements
- Exhibit B - Franchise Agreement, with:
 - Addendum A, Location of Licensed Business
 - Addendum B, Territory
 - Addendum C, Assignment of Telephone Number
 - Addendum D, Personal Guaranty
 - Addendum E, Trade Secrets & Confidentiality Agreement
 - Addendum F, Mutual Termination and Release Agreement
- Exhibit C - State Law Addendum to Franchise Agreement
- Exhibit D - List of Current and Former Licensees
- Exhibit E - Operations Manuals - Table of Contents
- Exhibit F - List of State Administrators and Agents for Service of Process
- Exhibit G - State Law Addendum
- Exhibit H - Application for Franchise
- Exhibit I - Statement of Prospective Franchisee
- Exhibit J - Small Business Administration Franchise Agreement Addendum
- Exhibit K - Receipt for Franchise Disclosure Document

DATED: _____

By: _____

Print Name: _____