

## UNIFORM FRANCHISE REGISTRATION APPLICATION

File No. \_\_\_\_\_  
(Insert file number of immediately  
preceding filing of Applicant)

State: Wisconsin

Fee: \$400.00

APPLICATION FOR (Check only one):

- INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES  
 RENEWAL APPLICATION OR ANNUAL REPORT  
 PRE-EFFECTIVE AMENDMENT  
 POST-EFFECTIVE MATERIAL AMENDMENT

1. Full legal name of Franchisor:  
**Multivista Systems LLC**
2. Name of the franchise offering:  
**Multivista**
3. Franchisor's principal business address:  
**129 S. Main Street, Suite 200, Grapevine, TX 76051**
4. Name and address of Franchisor's agent in this State authorized to receive service of process:  
**Wisconsin Commissioner of Securities, P.O. Box 1768, 345 W. Washington Avenue, 4th Floor, Madison, WI 53703**
5. The states in which this application is or will be shortly on file:  
**Hawaii, Illinois, Maryland, Minnesota, Rhode Island, South Dakota, Virginia, and Wisconsin**
6. Name, address, telephone and facsimile numbers, and e-mail address of person to whom communications regarding this application should be directed:

**Kendal Tyre**  
**Nixon Peabody LLP**  
**799 Ninth Street NW, Suite 500**  
**Washington, D.C. 20001**  
**Direct Dial: (202) 585-8368**  
**Direct Fax: (855) 505-9076**  
**[franchise@nixonpeabody.com](mailto:franchise@nixonpeabody.com)**

Certification

I certify and swear under penalty of law that I have read and know the contents of this application, including the Franchise Disclosure Document with an issuance date of April 29, 2025 attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.

Executed at Squamish, B.C., Canada


on

6/4/2025

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Franchisor:

**Multivista Systems LLC**

By:  Signed by:  
15375D7133DE4D1...

Name: Daniel S. McRae

Title: VP of Franchise Operations

## UNIFORM FRANCHISE CONSENT TO SERVICE OF PROCESS

Multivista Systems LLC, a limited liability company organized under the laws of Delaware (the “Franchisor”), irrevocably appoints the officers of the States designated below and their successors in those offices, its attorney in those States for service of notice, process or pleading in an action or proceeding against it arising out of or in connection with the sale of franchises, or a violation of the franchise laws of that State, and consents that an action or proceeding against it may be commenced in a court of competent jurisdiction and proper venue within that State by service of process upon this officer with the same effect as if the undersigned was organized or created under the laws of that State and had lawfully been served with process in that State. We have checked below each state in which this application is or will be shortly on file and provided a duplicate original bearing an original signature to each state.

<input type="checkbox"/> California: Commissioner of Financial Protection and Innovation	<input type="checkbox"/> North Dakota: Securities Commissioner
<input type="checkbox"/> Hawaii: Commissioner of Securities	<input type="checkbox"/> Rhode Island: Director of Business Regulation
<input type="checkbox"/> Illinois: Attorney General	<input type="checkbox"/> South Dakota: Director of the Division of Securities
<input type="checkbox"/> Indiana: Secretary of State	<input type="checkbox"/> Virginia: Clerk, Virginia State Corporation Commission
<input type="checkbox"/> Maryland: Securities Commissioner	<input type="checkbox"/> Washington: Director of Financial Institutions
<input type="checkbox"/> Minnesota: Commissioner of Commerce	<input checked="" type="checkbox"/> Wisconsin: Administrator, Division of Securities, Department of Financial Institutions
<input type="checkbox"/> New York: Secretary of State	

Please mail or send a copy of any notice, process or pleading served under this consent to:

**Kendal Tyre**  
**Nixon Peabody LLP**  
**799 Ninth Street NW, Suite 500**  
**Washington, D.C. 20001**  
**Direct Dial: (202) 585-8368**  
**Direct Fax: (855) 505-9076**  
**[franchise@nixonpeabody.com](mailto:franchise@nixonpeabody.com)**

Dated: 6/4/2025

Franchisor:

**Multivista Systems LLC**

By:  Signed by:  
15375D7133DC4D1...

Name: Daniel S. McRae

Title: VP of Franchise Operations

## FRANCHISE DISCLOSURE DOCUMENT



**MULTIVISTA SYSTEMS LLC**  
**A Delaware limited liability company**  
**129 S. Main Street, Suite 200**  
**Grapevine, TX 76051**  
**Telephone: (888) 811-8477**  
**Email: [info@multivista.com](mailto:info@multivista.com)**  
**Website: [www.multivista.com](http://www.multivista.com)**

**4299 Canada Way, Suite 101**  
**Burnaby, British Columbia,**  
**Canada V5G 1H3**  
**Telephone: (604) 988-4280**  
**Facsimile: (604) 988-4280**

Multivista Systems LLC is offering franchises for the operation of a business which provides construction and existing facilities documentation and other approved products and services.

The total estimated initial investment necessary to begin operation of a Multivista franchise ranges from \$232,825 to \$651,650. This includes \$27,325 to \$167,150 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 governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact us at 129 S. Main Street, Suite 200, Grapevine TX 76051, (888) 811-8477 or 4299 Canada Way, Suite 101, Burnaby, British Columbia, Canada V5G 1H3, (604) 988-4280.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "*Buying a Franchise: A Consumer's Guide*" which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**Issuance Date: April 29, 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
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide the support to my business?</b>	Item 21 or Exhibit G includes the financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only MULTIVISTA business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be a MULTIVISTA franchisee?</b>	Item 20 or Exhibit E and Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## What You Need to Know about Franchising Generally

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

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

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

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

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

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

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

## **Some States Require Registration**

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

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

## Special Risks to Consider About *This* Franchise

Certain states require that the following risks be highlighted:

- 1. Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration or, as applicable, litigation only in our then current home state (which currently is Dallas, Texas). Out-of-state arbitration or litigation, as applicable, may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or, as applicable, litigate with the franchisor in our then current home state (which currently is Dallas, Texas) than in your own state.
- 2. Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

**THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN  
FRANCHISE INVESTMENT LAW**

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

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

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

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

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

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

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

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

Any questions regarding the notice should be directed to:

State of Michigan  
Department of Attorney General  
Consumer Protection Division  
Franchise Section  
G. Mennen Williams Building, 6th Floor  
525 West Ottawa Street  
P.O. Box 30213  
Lansing, Michigan 48909  
Telephone Number: (517) 373-7117

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## **EXHIBITS**

- A List of State Agencies/Agents for Service of Process
- B Franchise Agreement
  - Exhibit I Addendum to Franchise Agreement
  - Exhibit II Personal Guaranty
  - Exhibit III Statement of Ownership
  - Exhibit IV Hosting Agreement
- C Nondisclosure and Noncompetition Agreement
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- P Receipts of Disclosure Document

## ITEM 1

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

#### **The Franchisor**

The Franchisor is Multivista Systems LLC and will be referred to as “we”, “us”, “our” or “MVS” in this Disclosure Document. We will refer to the person who buys the franchise as “you” or “your” throughout this Disclosure Document. If the franchisee is a corporation, partnership or limited liability company, certain provisions of the Franchise Agreement will also apply to the owners and will be noted.

MVS is a Delaware limited liability company formed on March 12, 2007. Our company name was changed from Multivista LLC to Multivista Franchise Systems LLC on April 24, 2007. We changed our name from Multivista Franchise Systems LLC to Multivista Systems LLC on April 12, 2011. We currently conduct business under our limited liability company name and under the name MULTIVISTA. Our principal business addresses, and that of certain of our affiliates and predecessor, as applicable, are 4299 Canada Way, Suite 101, Burnaby, British Columbia, Canada V5G 1H3 and 129 S. Main Street, Suite 200, Grapevine, TX 76051. Our agents for service of process are disclosed in Exhibit A.

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

On August 12, 2016, Leica Geosystems Inc. (“**Leica Geosystems**”), a Delaware corporation, Multivista Construction Documentation Inc., a British Columbia corporation (“**MCDI**”), Michael Harvey Enterprises, L.L.C., an Arizona limited liability company (“**MHE**”) and Stadnik Holdings, LLC, an Arizona limited liability company (“**SH**”), among others, entered into a Membership Interest and Stock Purchase Agreement whereby Leica Geosystems purchased all of the issued and outstanding shares of common stock and membership interests held by MCDI, MHE and SH in (i) Multivista Holdings Inc., a Delaware corporation (“**MHI**”), (ii) MVS, including its subsidiary, Multivista Franchise Systems (Canada) Inc., a British Columbia corporation (“**MVS Canada**”), (iii) Multivista Documentation Technologies, LLC, a Delaware limited liability company (“**MDT**”), and (iv) Multivista Systems International LLC, a Delaware limited liability company (“**MVSI**”).

MHI was merged into Leica Geosystems on March 9, 2017. The principal business address of MHI was 5051 Peachtree Corners Circle, Suite 250, Norcross, Georgia 30092.

The principal business address of Leica Geosystems is 555 N. Point Center E., Suite 700, Alpharetta, Georgia 30022. The parent of Leica Geosystems, Leica Geosystems Holdings BV, is a Netherlands company, and its principal business address is Turfschipper 39, NL-2292 JC Wieringen, Netherlands. The parent of Leica Geosystems Holdings BV is Leica Geosystems AG, a Swiss corporation, and its principal business address is Heinrich-Wild-Strasse 201, CH-9435 Heerbrugg, Switzerland. The parent of Leica Geosystems AG is Hexagon AB, a Swedish corporation. The principal business address of Hexagon AB is Lilla Bantorget 15, SE-103 59 Stockholm, Sweden.

Since its inception to October 31, 2016, MCDI operated a business which provided documentation services similar to a MULTIVISTA Business in Vancouver, British Columbia, Canada. On October 31, 2016, Multivista Construction Documentation ULC, a British Columbia unlimited liability company (“**MCDU**”), purchased substantially all of the assets of MCDI. MCDU, our affiliate, operates two MULTIVISTA Businesses: one in British Columbia, Canada (since October 31, 2016) and one in Ontario, Canada (since September, 2024). On November 9, 2016, MCDI changed its name to North Shore Documentation Inc. (“**NSDI**”). The final tax return of NSDI was filed in August of 2020.

MDT was formed on April 18, 2011 to operate MULTIVISTA Businesses in the United States.

Our affiliates that offer franchises in any line of business include, MVS Canada, which was formed on January 27, 2010 to operate as the franchisor of MULTIVISTA Businesses in Canada and certain other countries.

MVSI was formed on April 29, 2013 to operate as the franchisor of MULTIVISTA Businesses outside of the United States, Canada and Colombia. On March 15, 2017, MVSI was merged into MVS.

Our affiliates that provide products or services to franchisees include Leica Geosystems and its affiliates which sell and license equipment and related software and accessories to franchisees. Leica Geosystems and its affiliates may also enter into distribution agreements with franchisee affiliates of MVS and affiliates of select franchisees to distribute certain equipment and related software and accessories, including laser scanners and other data capture equipment. Leica Geosystems and its affiliates also currently offer an optional referral arrangement to affiliates of MVS and qualifying franchisees. Under this arrangement, affiliates of MVS and franchisees refer “qualified” clients to Leica Geosystems. If the referred client purchases certain equipment and related software and accessories from Leica Geosystems or its affiliates, including laser scanners and other data capture equipment, and the franchisee otherwise complies with the terms and conditions of the referral program, a commission is paid to the franchisee.

Our affiliate Hexagon Geosystems Services India Private Limited, an Indian private limited company (“**HGSI**”), was formed on March 3, 2020. Its principal business address is Ground Floor, Plot No. 31, Sector 34, Gurugram, Haryana – 122004, India. HGSI provides Scan to Plan and Scan to BIM services, other virtual, design and construction (“**VDC**”) services, and certain support services.

Our parent, Leica Geosystems AG, provides through us and the Hexagon Multivista Documentation Software (“**Hexagon MDS**”) an artificial intelligence engine that creates insights from client construction documentation data and a data capture solution that allows clients to complete their own construction documentation.

OxBlue LLC, a Georgia limited liability company (“**OxBlue**”), was formed on March 29, 2001. Its principal business address is 1777 Ellsworth Industrial Boulevard, Atlanta, Georgia 30318. In December of 2020, an affiliate of Hexagon AB acquired OxBlue. Similar to a MULTIVISTA Business, OxBlue provides webcam equipment and related streaming services, a software platform and other services to the construction industry (“**OxBlue Solutions**”). OxBlue provides products, including webcam equipment, and may provide services and certain support services to franchisees. At the option of OxBlue and franchisees, (i) franchisees may refer qualified leads to OxBlue for the potential sale of webcam equipment, (ii) OxBlue may refer qualified leads to franchisees for the potential sale of services to a client project located in the franchisee’s territory, and (iii) franchisees may be approved to sell OxBlue Solutions in the franchisee’s territory. The terms and conditions and existence of these programs are subject to change.

Avvir Inc., a Delaware corporation, was incorporated on November 29, 2017. On December 19, 2023, Avvir Inc. changed its name to Hexagon Geosystems Technology, Inc. (“**HGT**”). Its principal business address is 129 S. Main Street, Suite 200, Grapevine, TX 76051. In October of 2022, an affiliate of Hexagon AB acquired HGT. HGT provides a reality analysis platform that performs automated analysis against project data sets for the construction industry (“**HGT Solutions**”). At the option of HGT, MVS, and franchisees, (i) franchisees may refer qualified leads to HGT for the potential sale of HGT services, (ii) HGT may refer qualified leads to franchisees for the potential sale of services to a client project located in the franchisee’s territory, and (iii) franchisees may be approved to sell HGT Solutions in the franchisee’s territory. The terms and conditions and existence of these programs are subject to change.

Agtek Development Company Inc., a California corporation (“**Agtek**”), was incorporated on June 17, 1981. Its principal address is 396 Earhart Way, Livermore, CA 94551. In March of 2018, an affiliate of Hexagon AB acquired Agtek. Agtek develops shareable, modular solution software for takeoff, global positioning system modeling, impletion planning, and production control for earthwork, paving and pipe to construction industry (“**Agtek Solutions**”). At the option of Agtek, MVS, and franchisees, franchisees may be approved to sell Agtek Solutions in the franchisees territory. The terms and conditions and existence of this program is subject to change.

We have entered into a Services Agreement with MVS Canada dated January 1, 2018 under which we have engaged MVS Canada to provide certain training and support services owed by us to you under your Franchise Agreement. Under the Services Agreement, we have also agreed to provide certain training and support services owed by MVS Canada to its franchisees under their Franchise Agreements. However, as the Franchisor, we will always be responsible for meeting our obligations to you under your Franchise Agreement.

### **Our Business Experience**

Our predecessor, MCDI, operated a MULTIVISTA Business providing construction and existing facilities documentation services in the greater Vancouver, British Columbia, Canada region from September 2003 to October 2016. MCDU, our affiliate, has operated a Business of the type to be operated by you since October 2016. Since April 2011, our affiliate, MDT, has operated a Business of the type to be operated by you. Leica Geosystems AG, our affiliate, has operated a Business of the type to be operated by you in Switzerland since July 2018. Our affiliate, Hexagon Metrology Qingdao Co., Ltd., 4FP2+24 Licang District, Qingdao, Shandong, China, has operated a Business similar to the type to be operated by you in China since approximately 2020. We do not currently operate a Business of the type to be operated by you. We have offered franchises for MULTIVISTA Businesses since July 6, 2007. Neither we nor any affiliate or predecessor have offered franchises in any other lines of business. No predecessor or affiliate has offered franchises in the United States for the same type of business to be operated by you, although MCDI entered into certain web hosting agreements under which the hosting customers operated businesses similar to a MULTIVISTA Business in Arizona, Washington and Oregon (converted to franchised Businesses). In addition, MVS Canada, our subsidiary, has offered MULTIVISTA Business franchises in Canada and certain other countries since inception. MVSI, our former affiliate, offered MULTIVISTA Business franchises outside the United States, Canada and Columbia, from April 29, 2013 to March 15, 2017.

### **The Franchise**

We offer franchises for the establishment and operation of a business (“**MULTIVISTA Business**” or “**Business**”) which provides construction and existing facilities documentation services and other approved products and services to all stakeholders in the construction and facilities management industry, including developers and owners, contractors, project managers, facilities managers, engineers and architects, insurance companies, lenders, and others. MULTIVISTA Businesses operate using our distinctive business format, construction and existing facilities documentation techniques and other techniques, systems, methods, trade secrets, procedures, designs, advertising, promotional and marketing methods, and operational standards and specifications (collectively, the “**Licensed Methods**”). A MULTIVISTA Business is licensed to use our service mark MULTIVISTA, and other trademarks, service marks and commercial symbols (“**Marks**”).

Our Franchise Agreement (“**Franchise Agreement**”), attached as Exhibit B to this Disclosure Document, is signed for each MULTIVISTA franchise purchased. As a Franchisee, you will receive the right to use our Marks and Licensed Methods to operate your MULTIVISTA Business, within a geographic

area (“**Territory**”) where you will provide the construction and existing facilities documentation services and other approved products and services.

A MULTIVISTA Business is typically operated from a small commercial office space, as the construction and existing facilities documentation services and other approved products and services are generally provided at client locations. A MULTIVISTA Business provides property developers and owners, contractors, project managers, facilities managers, engineers and architects, insurance companies, lenders and others involved with the construction and facilities management industries a record designed to track and index the exterior and interior improvements made during the construction project and otherwise track and provide information regarding the construction project and construction site. MULTIVISTA Businesses also create a record of existing facilities and the sites of existing facilities. High quality digital photographs, video, webcam, 3D images, 360 photo, laser scans, or other approved technology and methods, including unmanned aircraft vehicles, are used to document the project at predetermined intervals during the construction process and to document existing facilities. The digital photographs and certain other media of client construction projects and existing facilities are uploaded by you and linked to the drawings of the project or facility and indexed by time and location, creating interactive records which are available through a custom designed, proprietary, web-based software application—the Hexagon Multivista Documentation Software (“Hexagon **MDS**”) and through a mobile application. The video service captures construction events, operations and maintenance training regarding building and facility equipment and systems and other events. The webcam service provides a real-time overview of a client’s project site or existing facility through live image streams. In addition to the live image streams, the service also provides time lapse video, which includes archiving still images of a webcam’s coverage area at regular intervals. The UAV service provides photos, videos, and panoramas of the project and site as well as providing site mapping and volume measurement services. The 3D images service permits approximate measurements of three-dimensional spaces on a 2D photo. The 360 photo service captures a full spherical field of view in a single exposure enabling a rapid capture of documentation data. The 3D laser scanning service captures Lidar data of the project and site and delivers panorama imagery and measurable point cloud data. Colorized registered point clouds in a variety of file formats are also made available for offline use. Through an affiliate, laser scan point cloud data is used to create schematic floor plans or 2D AutoCAD drawings (“**Scan to Plan**”) and scan to building information models (“**Scan to BIM**”). Clients use the Internet and a password to access, through our website, the Hexagon MDS and the photographs, video, webcam stream and still images, measurable 3D images, 360 photos, laser scans, UAV services and other documentation of their construction projects and existing facilities. Clients may also use our mobile application to capture, view, and upload photographs, view videos and the webcam stream, and view and work with other captured content of their construction projects and existing facilities on their mobile phone or tablet. In addition, through integrations with affiliate and third-party service providers to the construction and facilities management industry, a client may export photos and other content to certain affiliate and third-party solutions utilized by the client or other solutions may be accessed. Through integrations with affiliate and third-party service and software solution providers, certain functionality may also be available directly in the Hexagon MDS, such as creating insights from the construction documentation data through use of artificial intelligence. After completion of the project, the client receives an electronic copy of the complete photographic history and certain other documentation of the building of the project or the existing facility. The client can also opt for continued Hexagon MDS licensing and hosting of the documentation content by MVS.

We may, but are not required to, develop and make available additional or modified products and services, including software and software solutions, hosting services and web application services, (“**Additional Programs**”) to be offered and sold by MULTIVISTA Businesses. Additional Programs may include, but are not limited to, collaborations, strategic alliances, integrations or similar relationships with affiliates and third parties, which relationships may provide clients with direct or indirect additional software functionality or services. As of the date of this Disclosure Document, we do have certain

collaborations, strategic alliances, integrations or similar relationships with affiliates and third parties, but we provide no assurances that we will maintain these relationships or have any additional relationships in the future. You must participate in the Additional Programs and must offer and sell the additional and modified products and services that we designate. In order to participate in Additional Programs, you may be required to sign an Addendum to your Franchise Agreement, comply with affiliate and third-party requirements, pay us, our affiliates or third parties additional fees, incur additional costs and expenses for equipment, software, training and other items, and meet other participation requirements to be described in the Operations Manual.

## **Regulations**

You must investigate and comply with all local, state and federal laws and regulations affecting your Business. The Federal Aviation Administration (“FAA”) and many state and local governments and agencies have laws and regulations concerning the registration and operation of unmanned aircraft vehicles (“UAV”), also referred to as UAS or drones. You must comply with the FAA Modernization and Reform Act of 2012 and related regulations, including the regulations for the Operation and Certification of Small Unmanned Aircraft, known as Part 107 of the Federal Aviation Regulations. The FAA requires registration of UAV and that the UAV be operated by a licensed pilot or, under Part 107, a person with a remote pilot airman certificate. In addition, the FAA imposes other requirements and limitations upon the operation of UAV. State and local laws and regulations of UAV impose requirements and limitations concerning privacy, obtaining the consent of a landowner to operate an UAV and other requirements and limitations upon the operation of UAV. You should consult with your attorney on these subjects, especially regarding federal, state and local laws, rules and regulations applicable to the operation of UAV and other state and local laws, rules and regulations that may affect the operation of your MULTIVISTA Business in your particular locale. Franchisees must also comply with all local, state and federal laws of a more general nature which affect the operation of the MULTIVISTA Business, including employment, worker’s compensation, insurance, corporate, taxing, licensing and similar laws and regulations. In addition, you must comply with all data protection, data transfer and privacy laws and regulations applicable to your MULTIVISTA Business.

## **Market and Competition**

The market for construction and existing facilities documentation services and related software, solutions and services will primarily be property developers and owners, contractors, project managers, facilities managers, engineers and architects, insurance companies, lenders and others engaged in or involved with new building projects, renovation projects or management of existing facilities in the Territory. Because the construction and existing facilities documentation and related software, solutions and services market is in the development stage, the competition is highly fragmented. You will experience competition from architectural, engineering, surveying and real estate firms, residential and commercial building inspection companies, UAV and small aircraft companies, webcam streaming providers, and potential clients that self-perform construction and existing facilities documentation services, directly or through the use of third-party technology, as well as others that provide photographic, video, webcam, 3-D, 360 photo and laser scanning, or utilize other technologies and software to provide documentation of construction projects and facilities and related software, solutions and services. You may also experience competition from other franchisees, company and affiliate-owned businesses. The level of competition will vary depending on the geographic area and the type of client to whom the documentation services and related software, solutions and services are offered. We encourage you to study your potential market and the competition that may already exist there.

## ITEM 2

### **BUSINESS EXPERIENCE**

#### **President and Chief Executive Officer: Luis M. Pascual**

Mr. Pascual, a founder of the Multivista concept, has been our President and Chief Executive Officer since March 2007. Mr. Pascual has been Vice President of Hexagon Geosystems Building Solutions Integrated, our affiliate, since February 2021. Mr. Pascual has been President and Chief Executive Officer of MDT since April 2011. He has been President, Chief Executive Officer and a Director of MVS Canada since January 2010. He has been President and a Director of MCDU since October 2016. He was President and a Director of MCDI a/k/a NSDI, our predecessor and formerly a franchisee, from September 2003 to August 2020. Mr. Pascual is based in Squamish, British Columbia, Canada.

#### **Vice President and Chief Technology Officer: Graham A. Twigg**

Mr. Twigg, a founder of the Multivista concept, has been our Vice President and Chief Technology Officer since March 2007. Mr. Twigg has been Chief Strategy Officer of Hexagon Geosystems Building Solutions Integrated, our affiliate, since December 2023. Mr. Twigg has been Vice President and Chief Technology Officer of MDT since April 2011. He has been Vice President and Chief Technology Officer of MVS Canada since February 2013. Mr. Twigg has been Vice President and Chief Technology Officer of MCDU since May 2017. He was a Director of MCDI a/k/a NSDI, our predecessor and formerly a franchisee, from September 2003 to August 2020. Mr. Twigg is based in Burnaby, British Columbia, Canada.

#### **Vice President Franchise Operations: Daniel S. McRae**

Mr. McRae has been our, MVS Canada's, MDT's, and MCDU's Vice President of Franchise Operations since October 2018, in Squamish, British Columbia, Canada.

#### **Corporate Counsel: Bethany Sorber**

Mrs. Sorber has been our, MVS Canada's, MDT's, and MDCU's Corporate Counsel since April 2022. Mrs. Sorber has been Corporate Counsel of Hexagon Geosystems Building Solutions Integrated, our affiliate, since December 2023. From January 2015 to April 2022, she was the Staff Attorney and Compliance Manager for Two Men and a Truck/International, Inc., the franchisor to an international moving/relocation franchise system. Mrs. Sorber is based in Lansing, MI.

#### **Director of Finance: Diego Ascencio**

Mr. Ascencio has been our Director of Finance since October 2022. From November 2021 to October 2022, he was Senior Finance Manager for Hexagon Geosystems US/CAN, in Tucson, AZ. Mr. Ascencio has been the Director of Finance for Hexagon Geosystems Building Solutions Integrated, our affiliate, since December 2023. From June 2010 to November 2021, Mr. Ascencio was R&D Controller and Finance Manager for Roche Diagnostics, a division of Roche that focuses on developing and manufacturing diagnostic equipment and reagents for research and medical diagnostic applications. He is based in Tucson, AZ.

### **Senior Director of Software Engineering: Scott Effler**

Mr. Effler has been our and MVS Canada's Senior Director of Software Engineering since December 2020, in Burnaby, British Columbia, Canada. From January 2018 to November 2020, he was Director of Development for Alayacare, an aged healthcare software company and was located in Victoria, Canada.

### **Senior Director of Support and Operations: Marc R. Dugas**

Mr. Dugas has been our and MVS Canada's Senior Director of Support and Operations since January 2019, in Burnaby, British Columbia, Canada.

## **ITEM 3**

### **LITIGATION**

Premium Documentation, LLC and Multivista Systems LLC v. Anthony Heminger, Brian Blalock, Build In Focus, LLC, Alex Gonzalez-Vinas and Raul Justiniano; Build In Focus v. Premium Documentation, LLC, Multivista Systems LLC and David B. Stadnik, Circuit Court of the Thirteenth Judicial Circuit of Florida, Hillsborough County, Civil Division (Case No. 11-CA-10300, filed August 18, 2011). Our franchisee Premium Documentation, LLC ("Premium Documentation") and us (together, the "Plaintiffs"), filed this action against Defendants Build In Focus, LLC ("BIF"), a competitor, and Brian Blalock ("Blalock"), a former employee of Premium Documentation. Our and our franchisee's claims arose from BIF's and Blalock's misappropriation of certain trade secrets and breach of confidentiality and noncompetition agreements to wrongfully start a competing company. On August 17, 2012, the Court found that Defendants misappropriated certain of Plaintiffs' trade secrets and Blalock breached the confidentiality and noncompetition agreements executed by him with Plaintiffs. The Court then entered a temporary injunction against Defendants and those acting in concert with them enjoining them from transmitting, disclosing or using the trade secrets, ordering them to return all trade secrets, and enforcing the covenant not to compete against Blalock. Thereafter, Plaintiffs amended their Complaint to add as Defendants Anthony Heminger, an owner of BIF and a friend of Blalock's, and Alex Gonzalez-Vinas and Raul Justiniano, who relied on confidential and trade secret information to wrongfully create BIF's software. Pursuant to the Amended Complaint, Plaintiffs filed claims for injunctive relief and damages under the Florida Uniform Trade Secrets Act, injunctive relief and damages under the nondisclosure and noncompetition agreements, breach of the duty of loyalty against Blalock, violation of the Florida Deceptive and Unfair Trade Practices Act, common law unfair competition, and civil conspiracy to misappropriate the confidential information and trade secrets of Plaintiffs. On April 12, 2013, BIF and Heminger filed counterclaims against Plaintiffs and David B. Stadnik, our former Chief Operating Officer. The counterclaims alleged that Plaintiffs acted in an anticompetitive and otherwise improper manner as Plaintiffs were in competition with BIF, were leaders in the construction documentation field, sought to provide services to the same clients, sought to protect their proprietary information through the use of nondisclosure and noncompetition agreements, and sought to enforce their rights through litigation. BIF and Heminger asserted counterclaims for unlawful monopolization and attempted monopolization in violation of Section 2 of the Sherman Act and Section 4 of the Clayton Act, unreasonable restraint of interstate trade in violation of the Sherman Act and Clayton Act, unlawful monopolization and attempted monopolization in violation of Section 542.19 of the Florida Statutes, false patent marking in violation of the Leahy-Smith America Invents Act, false advertising under the United States Trademark Act, 15 U.S.C. 1125(a), tortious interference with business relationships, unfair and deceptive trade practices, and unfair competition. Plaintiffs and Defendants BIF, Heminger and Justiniano, and later Brian Blalock, entered into settlement agreements whereby Defendants agreed to stipulate to a permanent injunction. As to Defendants BIF, Heminger and Justiniano, on March 14, 2014 the agreed-to form of permanent injunction was entered

as an order of the court. As to Defendant Brian Blalock, on January 29, 2016 the agreed-to form of permanent injunction was entered as an order of the court. The permanent injunctions provide that BIF, Heminger, Justiniano and Blalock are permanently enjoined from either directly or indirectly engaging in any facet of the construction or facility documentation industry, including any photographic, video, or webcam-based documentation services related to the construction or facility documentation industry. The permanent injunctions further provide that all trade secrets of Plaintiffs must be adequately accounted for or returned to Plaintiffs. In addition, the March 14, 2014 court order dismissed BIF's and Hemingers' counterclaims, with prejudice. Defendant Alex Gonzales-Vinas was previously dismissed with prejudice by the court.

Other than this one action, 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**

#### **Franchise Agreement**

Except as described below in this Item, you pay to us in full an initial franchise fee (“**Initial Franchise Fee**”) when you sign the Franchise Agreement. The Initial Franchise Fee is determined based on the population located in your Territory. We determine the population in your Territory based on U.S. Census Bureau population estimates or other similar organization providing population estimates. You pay a minimum Initial Franchise Fee of \$20,000 for up to and including 500,000 persons in your Territory. If your Territory has a population greater than 500,000 persons, you pay, in addition to the \$20,000, the following amounts: (i) 500,001 to 2,000,000 persons, an additional \$2,500 for every 100,000 persons or portion thereof; (ii) 2,000,001 to 4,000,000 persons, an additional \$2,000 for every 100,000 persons or portion thereof; and (iii) above 4,000,000 persons, an additional \$1,500 for every 100,000 persons or portion thereof. If we or our affiliates have existing contracts with clients to provide the MULTIVISTA Business services and products to locations in your Territory and the contracts are assignable to you, you pay us an amount equal to 10% of the remaining value of the contracts or an amount that is agreed to by MVS and you.

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**Calculation of Initial Franchise Fee**

- A. U.S. Census Bureau Population Estimate (or estimate from other Database) = \_\_\_\_\_
- B. Adjustment to Population Estimate = \_\_\_\_\_
- C. Current Population within Territory (A+B) = \_\_\_\_\_
- D. Population 500,000 or Less = \$20,000
- E. Population 500,001 to 2,000,000: \$2,500 for each 100,000 persons or portion thereof = \$ \_\_\_\_\_
- F. Population 2,000,001 to 4,000,000: \$2,000 for each 100,000 persons or portion thereof = \$ \_\_\_\_\_
- G. Population above 4,000,000: \$1,500 for each 100,000 persons or portion thereof = \$ \_\_\_\_\_
- H. Adjustment for existing business in your Territory = \$ \_\_\_\_\_
- I. Unadjusted Initial Franchise Fee (\$20,000 + E + F + G + H) = \$ \_\_\_\_\_
- J. Discount = \$ \_\_\_\_\_
- K. Initial Franchise Fee (I-J) \$ \_\_\_\_\_

Before opening your Business, you also pay us or our designee:

Fee*	Amount	Required or Optional
Initial Marketing Campaign and Promotional Materials	\$5,000 - \$6,000	Required
Construction Data Fee	\$1,000	Required
Sales Force	\$1,325 (1 user) - \$2,650 (2 users)	Required
<b>Total Required</b>	<b>\$7,325 - \$9,650</b>	
OxBlue Brand Webcam Equipment	\$3,999 - \$8,999	Optional
RTC360 Laser Scanner, Software, Computer Hardware and Accessories	\$80,000 - \$95,000	Optional
Site-Walk 360	\$2,800 - \$3,800	Optional
<b>Total Optional</b>	<b>\$86,799 - \$107,799</b>	

\*These fees and costs are subject to change.

We offer a referral program to provide an incentive to franchisees that refer prospective franchisees to us. If a referral becomes a franchisee and the other requirements of the referral program are satisfied, we will pay you a referral fee equal to 5% of the Initial Franchise Fee up to a maximum of \$5,000 (“**Referral Fee**”). The Referral Fee is due and payable within 30 days of our receipt of the Initial Franchise Fee. If the Initial Franchise Fee is paid in installments, the Referral Fee will be paid in installments. We may change or discontinue the referral program at any time. Persons who receive financial incentives to refer franchise prospects to us may be required to register as franchise brokers under the laws of some states. Except as set forth above, all franchisees currently acquiring a United States based franchise pay the same franchise fee. None of these fees or costs are refundable.

**ITEM 6**

**OTHER FEES**

<b><u>Type of Fee</u></b>	<b><u>Amount</u><sup>(5)</sup></b>	<b><u>Due Date</u></b>	<b><u>Remarks</u></b>
Royalty <sup>1</sup>	The greater of (i) 18% percent of the monthly in Territory Gross Sales <b>OR</b> (ii) the “ <b>Flat Rate Royalty</b> ” computed as follows: (i) no flat fee for months 1 through 12, (ii) \$100 plus \$20 for every 100,000 persons over 500,000 located in the Territory for months 13 through 15; (iii) \$200 plus \$40 for every 100,000 persons over 500,000 located in the Territory for months 16 through 18; (iv) \$400 plus \$80 for every 100,000 persons over 500,000 located in the Territory for months 19 through 21; (v) \$500 plus \$100 for every 100,000 persons over 500,000 located in the Territory for months 22 through 27; (vi) \$750 plus \$150 for every 100,000 persons over 500,000 located in the Territory for months 28 through 33; and (vii) \$1,000 plus \$200 for every 100,000 persons over 500,000 located in the Territory for month 34 and each month thereafter. We will determine, in our sole discretion, the number of persons (population) located in the Territory for purposes of the computation of the Flat Rate Royalty based on the actual population of the territory, the population of metropolitan areas located in the Territory and other factors applicable to the Territory. Such population will be set forth in <u>Exhibit I</u> to the Franchise Agreement. See the Due Date column	The percentage Royalty is payable monthly and must be received by us no later than the 15 <sup>th</sup> day of the month based on in Territory Gross Sales from two months prior. (Example: Royalties based on the in Territory Gross Sales in January are due by March 15.) As to the “Set-Up Fee” portion of in Territory Gross Sales, the percentage Royalty is payable monthly and must be received by us no later than 5 <sup>th</sup> day of each month based on “Set-Up Fee” in Territory Gross Sales from four months prior. (Example: Royalties based on the in Territory “Set-Up Fee” Gross Sales in January are due by May 5). The Flat Rate Royalty accrues monthly but is due and payable, if applicable, on or before (i) the 20 <sup>th</sup> day of May for the calendar quarter ending March 30, (ii) the 20 <sup>th</sup> day of August for the calendar quarter ending June 30, (iii) the 20 <sup>th</sup> day of November for the calendar quarter ending September 30, and (iv) the 20 <sup>th</sup> day of February for the calendar quarter ending December 31. The percentage Royalty is paid monthly and the Flat Rate Royalty is accrued on a monthly basis but aggregated on a calendar quarter basis to determine your obligation to pay the greater of the Flat Rate Royalty or percentage Royalty. The amount of the Flat Rate Royalty, if any, shall be the amount that the aggregate monthly Flat Rate	Gross Sales includes the aggregate amount of all sales and charges, including invoiced amounts, for all products and services sold from or in connection with the operation of the Business. Gross Sales also include: (i) the fair market value of any products or services received by you in barter or exchange of products and services and (ii) the fair market value of any products or services sold by you to affiliates for less than fair market value. The “Set-Up Fee” portion of Gross Sales means the initial fee charged by you to the client that is due and payable by the client to you in advance of the provision of the documentation services, typically upon execution of the contract or a set number of days prior to the commencement of the documentation services. We make the final determination as to what, if any, portion of Gross Sales meet the requirements to be considered to be Set-Up Fee Gross Sales. We reserve the right to modify the meaning of Set-Up Fee Gross Sales as set forth in the Operations Manual from time to time. Gross Sales do not include sales taxes and other exclusions we authorize in writing. If you comply with our reporting and other requirements, certain costs and fees that we designate and which are incurred by you in connection with the provision of the webcam products and services may be excluded from Gross Sales. Such exclusions may be conditioned, modified and revoked by us at any time in our sole discretion. You shall maintain separate records for in Territory Gross Sales and Out of Territory Gross Sales for the purpose of computing the Royalty described in this Section of the Item 6 chart and for the purpose of computing the Out of Territory Royalty described below in this Item

<u>Type of Fee</u>	<u>Amount</u> <sup>(5)</sup>	<u>Due Date</u>	<u>Remarks</u>
	<p>for explanation of the computation to determine whether the percentage Royalty or Flat Rate Royalty is greater as determined on a calendar quarter basis. The Flat Rate Royalty is also known as the minimum Royalty.</p>	<p>Royalty exceeds the aggregate monthly percentage Royalty in the same calendar quarter. See Note 6 below for a computation example. The percentage Royalty and the Flat Rate Royalty commence upon the date of execution of the Franchise Agreement. Month 1 is the month in which the Franchise Agreement is executed, except in the case of a transfer, in which case month 1 is the date the transferor or its predecessor executed the prior franchise agreement. We reserve the right to negotiate the designation of month 1 in the case of a transfer and under other circumstances. We reserve the right to modify the due date, payment schedule and method of payment for Royalties, in whole or in part, as set forth in the Operations Manual, including for the payment of Royalties based on set-up fee revenue. Royalties and other fees may be withheld and retained by us from payments received by us from a National Account.</p>	<p>6 chart. We reserve the right to increase the minimum Flat Rate Royalty payment effective January 1 of each year. The increase will be based on the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average, All Items (1982-84=100) (“<b>Consumer Price Index</b>”). We reserve the right to require upon notice to you that Royalties be paid by electronic transfer of funds that we initiate. The Royalty rates set forth in this Section of Item 6 apply to Gross Sales of MULTIVISTA Business products and services to client construction sites and existing facilities located within your Territory. See below in this Item 6 chart for the Royalty rates that apply to Gross Sales of MULTIVISTA Business products and services to client construction sites and existing facilities located outside your Territory (“<b>Out of Territory Royalty</b>”) and for the additional Royalty if Government Hosting is elected by you or the client. We determine, in our sole discretion, if the Gross Sales are in Territory or out of Territory for purposes of determining the applicable Royalty rate.</p>
<p>Government Hosting Additional Royalty<sup>1</sup></p>	<p>Current published rate, currently an additional 5% of Gross Sales applicable to the sale of products and services to a client that requests the government hosting service “<b>Government Hosting Gross Sales</b>”. The additional 5% Royalty is added to the 18% Royalty referenced in the above Royalty section of this chart, resulting in a total percentage Royalty of 23% of Government Hosting Gross Sales.</p>	<p>Payable as described above in the Royalty section of this chart.</p>	<p>Our hosting service provider has an option for hosting sensitive but unclassified (SBL) government data. You and the client determine whether to utilize this hosting service. This hosting service is designed to address specific regulatory and compliance requirements of US government agencies as well as contractors, educational institutions and other US customers that store sensitive data and run sensitive workloads in the cloud. We determine, in our sole discretion, if the Royalty of 23% of Government Hosting Gross Sales is applicable to a particular sale of products and services to a client.</p>

<u>Type of Fee</u>	<u>Amount</u> <sup>(5)</sup>	<u>Due Date</u>	<u>Remarks</u>
Out of Territory Royalty <sup>1</sup>	Current published rate, currently 23% of Out of Territory Gross Sales. <b>“Out of Territory Gross Sales”</b> means Gross Sales of MULTIVISTA Business products and services to client construction sites and existing facilities located outside your Territory. This fee is subject to change. We reserve the right to modify the Out of Territory Royalty rate based on the characteristics of your Territory, where the out of Territory opportunity is located and other factors. Although subject to change by us in our sole discretion, the additional Royalty of 5% of Gross Sales applicable to the sale of products and services to a client that requests the government hosting service does not currently apply to the Out of Territory Royalty.	Payable monthly and received by us no later than the 15 <sup>th</sup> day of the month based on Out of Territory Gross Sales from two months prior. As to the “Set-Up Fee” portion of Out of Territory Gross Sales, the percentage Royalty payments shall be paid monthly and received by us no later than 5 <sup>th</sup> day of each month based on “Set-Up Fee” Out of Territory Gross Sales from four months prior. We reserve the right to modify the due date, payment schedule and method of payment, in whole or in part, as set forth in the Operations Manual, including for the payment of Out of Territory Royalties based on the Set-Up Fee portion of Out of Territory Gross Sales.	Out of Territory approvals are not ordinary practice. You must limit your solicitation of clients and the sale and provision of MULTIVISTA Business products and services to client construction sites and existing facilities within your Territory. With our prior written consent, which consent includes conditions, and which consent may be refused, modified or withdrawn at any time for any reason or no reason and in our sole discretion, you may provide MULTIVISTA Business products and services to client construction sites and existing facilities located in a limited area outside your Territory if no other MULTIVISTA franchisee or company or affiliate owned Business has been granted or retained the right to operate a Business in such geographic area. See Item 12.
Interest and Administrative Charges <sup>1</sup>	Lesser of 1½ % per month or highest rate of interest allowed by law, plus a \$50 administrative charge for late payment and a \$50 administrative charge for failure to timely prepare and submit any statement or report	Administrative fee automatically assessed and due upon demand; interest on demand.	Interest begins to accrue the day after payments are due. The administrative fee is owed the day after the deadline for filing statements or reports.
Advertising Contribution <sup>1</sup>	2% of Gross Sales.	Payable monthly and received by us no later than the 5 <sup>th</sup> day of the month based on Gross Sales from two months prior. Advertising Contributions and other fees may be withheld and retained by us from payments received by us from a National Account.	Our Businesses located in the U.S, if any, will contribute the same as franchisee-owned Businesses. We may establish regional advertising co-ops and may reallocate a portion of this fee to regional advertising. We reserve the right to require that Advertising Contributions be paid by electronic transfer of funds that we initiate. See Item 11. The 2% of Gross Sales Advertising Contribution rate applies to Gross Sales of the Business both in Territory and out of Territory.

<u>Type of Fee</u>	<u>Amount</u> <sup>(5)</sup>	<u>Due Date</u>	<u>Remarks</u>
Local Advertising Allocation <sup>2</sup>	2% of Gross Sales, reduced by any amounts reallocated to a Regional Advertising Co-op.	As incurred.	This local advertising allocation is in addition to the Advertising Contribution, but this is retained by you for advertising, marketing and promoting your Business. This is the minimum average which you must spend each calendar quarter, with a report of expenditures submitted to us on or before the 5th day after the end of each calendar quarter. If we establish a regional ad co-op which includes your Business, all or a portion of your local advertising allocation may be reallocated to the co-op. If, at your request, we participate with you in local advertising, marketing and promotions, we may charge you for all or a portion of the cost that we incur. The 2% of Gross Sales for the Local Advertising Allocation applies to Gross Sales of the Business both in Territory and out of Territory.
Regional Advertising Co-ops <sup>2</sup>	May vary, with recurring contributions up to the amount owed for your Advertising Contribution and Local Advertising Allocation. See above in this chart for the amount of the contribution.	Usually on a monthly basis or as directed by co-op.	As of the date of this Disclosure Document, there were no established cooperatives. Our Businesses located in the United States will contribute on the same basis as franchised Businesses.
Construction Data Fee	Currently \$1,000 per user. This fee is subject to change. The maximum amount this fee will increase by is 30%.	Payable semi-annually upon receipt of invoice or as we may designate. The first payment is due within 30 days of execution of the Franchise Agreement.	This fee is currently deposited in the International Marketing Fund. It is used to purchase construction data, to input the data into the Salesforce software, and for advertising and marketing.
Supplies, Uniforms and Equipment <sup>1,3</sup>	Current published prices.	As arranged.	We or our affiliates charge you for items you purchase through us or our affiliates. The cost of these items are subject to change. Upon your request, we will provide you with our current price list. We reserve the right to sell other items.
Inspection and Audit <sup>1</sup>	Cost of inspection and audit.	Upon demand.	Payable only if we decide to conduct an audit and: (1) you understated your Gross Sales by more than 3%; or (2) the audit resulted from your failure to submit reports to us or our inability to collect Royalties, including Out of Territory Royalties, or Advertising Contributions due for

<u>Type of Fee</u>	<u>Amount</u> <sup>(5)</sup>	<u>Due Date</u>	<u>Remarks</u>
			two consecutive months during any calendar year; (3) you fail to have the books and records available; or (4) you do not cooperate in our request for an inspection and audit.
Transfer Fees <sup>1</sup>	\$10,000. This fee is subject to state law.	Before transfer occurs.	Payable when the Franchise Agreement or other interest in the Business or franchise is transferred by you, except in the case of a transfer by you to an entity which you control or to a transfer to an immediate family member. The transferee is charged no Initial Franchise Fee.
Renewal <sup>1</sup>	\$5,000.	When you sign our then current Franchise Agreement.	Payable if you opt for and qualify for a successor franchise at the end of the initial term.
UAV Training Fee <sup>1</sup>	\$2,750 per person. The portion of this fee that is owed to the third-party provider is subject to change.	As incurred before training.	A part of this fee is payable by us to a third party that provides a portion of the UAV training. This fee may vary if the training is conducted at a location other than Biloxi, Mississippi and based on the number of attendees at the training.
Training Program Expenses <sup>2,4</sup>	Costs associated with attending mandatory training sessions. See Item 7, Note 2.	As incurred.	Other than UAV training, initial training is included as part of your Initial Franchise Fee, except for those costs paid to third parties. We may require additional training at other times. See Item 11.
Additional Initial Training and Other Training <sup>1,4</sup>	Costs associated with attending training sessions.	As incurred.	Other than UAV training, initial training and ongoing training is included as part of your Initial Franchise Fee. You will also be responsible for paying for all costs paid to third parties such as travel, meals and lodging. See Item 11.
Seminars, Conventions, Programs and Meetings Tuition or Fee <sup>1</sup>	Current published rates.	As incurred before the seminar, convention, program or meeting	Payable if we charge you to attend a seminar, convention, program or meeting.
Additional Assistance, Additional Technology Support Services and Expenses <sup>1</sup>	Current published rates, currently \$150 per hour. You reimburse us for the amount of expenses we incur to provide this assistance.	As incurred before assistance or upon delivery of invoice.	Payable only if you request additional assistance or Additional Technology Support Services.
Costs and Attorneys' Fees <sup>1</sup>	Will vary depending on circumstances.	As incurred.	Payable if we are successful in a legal action or arbitration proceeding.

<u>Type of Fee</u>	<u>Amount</u> <sup>(5)</sup>	<u>Due Date</u>	<u>Remarks</u>
Indemnification <sup>1</sup>	Will vary depending on circumstances.	As incurred.	You have to reimburse us if we are held liable for claims arising from your Business operations.
Insurance Premiums <sup>2</sup>	Will vary depending on circumstances.	As incurred.	If you do not pay your premiums, although we do not have to do so, we can pay them for you and you must reimburse us.
Cost of Product Testing and Supplier Approval <sup>1</sup>	Will vary depending on circumstances. Currently approximately \$50 to \$1,000.	As incurred.	You have to reimburse us for any and all reasonable costs we incur in investigating and determining whether any previously unapproved products that you desire to sell or suppliers you desire to use meet our standards and specifications.
Internet, Electronic Mail and Website development and maintenance <sup>2</sup>	As charged by third parties. These charges will vary depending on your service providers.	Monthly or as incurred.	You must pay for and participate in electronic communication and advertising that we require. These fees are generally paid to third party suppliers, but we reserve the right to charge a reasonable amount if we provide or participate in the provision of any of these services to you. See Item 8.
Salesforce software user fee <sup>1</sup>	Currently \$1,325 annually per user. This fee is subject to change. The maximum amount this fee will increase by is 30%.	Payable annually upon receipt of invoice or as we may designate.	A portion of this fee is collected on behalf of the third-party supplier of the Salesforce software. You must pay this fee per user. The supplier does not permit users of this software to share a license. Required users include outside and inside salespersons, principal operator, sales manager, operations manager and potential other users of this software. See Item 11.
National Account Administration Fee <sup>1</sup>	Current published rates, currently 3% of the total contract amount for a project. This fee is subject to change, but will not exceed 5% of the total contract amount for a project.	Payable, via withholding, upon receipt of the setup fee for a project or as we may designate.	Payable for administrative services we provide in connection with servicing National Accounts, including government contracts obtained through third parties. We reserve the right to collect this fee by electronic transfer of funds that we initiate or in the manner we designate.
National Account Management Fee <sup>1, 2</sup>	Current published rates, currently 5% of the total contract amount for webcam services and 7% of the total contract amount for all other services. This fee is subject to change, but will not	Payable, via withholding, upon receipt of the setup fee for the project or as we may designate.	This fee is payable to (i) a franchisee if, with our prior written consent, which consent may be refused, modified or withdrawn at any time for any reason or no reason in our sole discretion, we permit the franchisee that assisted us in securing

<u>Type of Fee</u>	<u>Amount</u> <sup>(5)</sup>	<u>Due Date</u>	<u>Remarks</u>
	exceed 6.5% of the total contract amount for webcam services and 9.25% of the total contract amount for all other services.		the National Account to provide designated relationship management and administrative services and if our other requirements are met or (ii) to us if we provide these services. We reserve the right, in our sole discretion, to waive or reduce this fee based upon the apportionment of account management responsibilities and other factors.
Video Production Service Fee <sup>1</sup>	Currently \$20 per recorded video hour. Minimum fee \$10 (.5 hours). This fee is currently capped at \$2,000 (100 hours) per single large submission. This fee, and the minimum and maximum fees, are subject to change, but the maximum fee will not increase by more than 30%.	Upon receipt of invoice or as we may designate.	If you utilize a video camera to provide video services, we charge this fee for editing and producing the client deliverable video. We reserve the right to collect this fee by electronic transfer of funds that we initiate.
Video Transcription, Closed Captioning, Foreign Subtitles and Translation Service Fees <sup>1,2</sup>	Current published rates, see note 7 below. These fees are subject to change. The maximum amount these fees will increase by is 30%.	Upon receipt of invoice or as we may designate.	These services are provided, at least in part, by a third-party. We reserve the right to collect these fees by electronic transfer of funds that we initiate and via deduction from payments made by clients to us.
Webcam Hosting Fee <sup>1</sup>	Current published rate per month, per webcam on a single project. See note 8 below. We reserve the right to discount this fee based on other factors. This fee is subject to change. The maximum amount this fee will increase by is 30%.	Upon receipt of monthly invoice or as we may designate.	We reserve the right to collect this fee by electronic transfer of funds that we initiate and via deduction from payments made by clients to us.
Long-Term Photo, Video and other content Hosting and Hexagon MDS Licensing Fees <sup>1</sup>	We reserve the right to charge you long-term photo, video and other content hosting fees and Hexagon MDS licensing fees in the amount we may designate in the Operations Manual from time to time. Such amount is based on the client project contract value, level and duration of services provided, technology used to collect the construction and existing facilities documentation data, the amount of data hosted and	If charged, upon receipt of invoice or as we may designate.	Except for the webcam hosting fee and Government Hosting Additional Royalty, the photo, video and certain other content hosting services and Hexagon MDS license is currently complementary to you and the client for the duration of the documentation services for a project and for a period of 12 months following the completion of the documentation services for a project. The completion date is determined by us. You currently charge the client for long-term photo, video and any other content hosting and Hexagon MDS licensing per project based on the

<u>Type of Fee</u>	<u>Amount</u> <sup>(5)</sup>	<u>Due Date</u>	<u>Remarks</u>
	<p>other factors. These fees are subject to change. The maximum amount these fees will increase by is 30%.</p>		<p>client project contract value. Your Gross Sales from these fees are subject to Royalties, Out of Territory Royalties, Government Hosting Additional Royalties and Advertising Contributions. We reserve the right to charge you long-term photo and video hosting fees, other content hosting fees, Hexagon MDS licensing fees or similar fees in the amount we may designate in the Operations Manual from time to time. We reserve the right to modify the complimentary hosting and licensing period for photo, video and other technologies and content, the amount of the fees charged to you and the suggested fees charged to the client and otherwise modify hosting services and Hexagon MDS licensing as set forth in the Operations Manual. We reserve the right to collect these fees by electronic transfer of funds that we initiate.</p>
<p>Task Manager Activation Fee <sup>1</sup></p>	<p>We reserve the right to charge you a Task Manager Activation fee or similar fee in the amount we may designate in the Operations Manual from time to time. This fee is subject to change. The maximum amount this fee will increase by is 30%.</p>	<p>If charged, upon receipt of invoice or as we may designate.</p>	<p>Task Manager is a Hexagon MDS upgrade available to actively hosted projects. Task Manager supports task management functionality, including creating and tracking completion of a task list directly associated with project documentation. You currently charge the client a Task Manager Activation Fee per project based on the client project contract value. To maintain Task Manager functionality after the 12-month period following completion of the documentation services, the client must elect long-term hosting and licensing of the Hexagon MDS and pay you a fee. Your Gross Sales from these fees are subject to Royalties, Out of Territory Royalties, and Advertising Contributions. We reserve the right to modify the complimentary hosting and licensing period for Task Manager and other improvements to the Hexagon MDS, charge you a Task Manager Activation Fee and fees for other Hexagon MDS improvements, change the amount of fees charged to the client by you for Task Manager</p>

<u>Type of Fee</u>	<u>Amount</u> <sup>(5)</sup>	<u>Due Date</u>	<u>Remarks</u>
			and other Hexagon MDS improvements, and to otherwise modify the Task Manager service and related hosting and Hexagon MDS licensing fees as set forth in the Operations Manual. We reserve the right to collect these fees by electronic transfer of funds that we initiate.
Online Job Posting Fee and Related Charges <sup>1</sup>	Current published rate based on third-party vendor charges.	Upon receipt of invoice or as we may designate.	We provide you, through a third-party, optional online job posting services and related services. You reimburse us for this cost if you use the online job posting services and related services. We reserve the right to terminate this program.
Marketing and Advertising Materials Fee <sup>1</sup>	The cost of marketing and advertising materials.	Upon receipt of invoice or as we may designate.	If we provide you with marketing and advertising materials, we may charge the International Marketing Fund or you for the cost of these materials.
UAV Map Processing Fees <sup>1</sup>	Current published rate based on UAV camera model and image resolution in gigapixels, currently \$4.20 per gigapixel. This fee is subject to change and additions. The maximum amount this fee will increase by is 30%.	Upon receipt of invoice or as we may designate.	If you sell UAV mapping services to clients, you pay the applicable fee to us and we in turn pay certain fees to a third-party. This pricing model is based on the amount of data (based on number of pixels) used to capture each map and the resulting amount of data (pixels) that must be processed. We reserve the right to collect these fees by electronic transfer of funds that we initiate.
Scan to Plan Services Fee <sup>1</sup>	40% of the MSRP set by us for the Scan to Plan Service. This fee is subject to change, but will not exceed 52% of the MSRP set by us for the Scan to Plan Service. In any particular instance, if the type and scope of the Scan to Plan Service changes, the MSRP and the Scan to Plan Services fee will change accordingly.	Upon receipt of invoice or as we may designate.	We or our designee utilize laser scan point cloud data to create 2D AutoCAD drawings. You submit to us, in the manner we designate, the type and scope of the Scan to Plan service. We then determine the MSRP for the Scan to Plan service and the 40% fee is applied to the MSRP designated by us. Once the Scan to Plan fee is determined based on the MSRP designated by us, you are free to modify the price that you charge the client for the service. However, if the type and scope of the Scan to Plan service changes, the MSRP and the Scan to Plan Services fee must be recomputed. We reserve the right to collect these fees by electronic transfer of funds that we initiate.

<u>Type of Fee</u>	<u>Amount</u> <sup>(5)</sup>	<u>Due Date</u>	<u>Remarks</u>
Scan to BIM Fee <sup>1</sup>	40% of the MSRP set by us based on the type and scope of the Scan to BIM service. This fee is subject to change, but will not exceed 52% of the MSRP set by us based on the type and scope of the Scan to BIM service. In any particular instance, if the type and scope of the Scan to BIM service changes, the MSRP and the Scan to BIM services fee will change accordingly.	Upon receipt of invoice or as we may designate.	We or our designee utilize laser scan point cloud data to create 3D BIM Models. You submit to us, in the manner we designate from time to time, the type and scope of the Scan to BIM service. We then determine the MSRP for the Scan to BIM service and the 40% fee is applied to the MSRP designated by us. Once the Scan to BIM fee is determined based on the MSRP designated by us, you are free to modify the price that you charge the client for the Scan to BIM service. However, if the type and scope of the Scan to BIM service changes, the MSRP and the Scan to BIM Fee must be recomputed. We reserve the right to collect these fees by electronic transfer of funds that we initiate.
Floor Flatness Service Fee <sup>1</sup>	40% of the MSRP set by us for the Floor Flatness Service. This fee is subject to change, but will not exceed 52% of the MSRP set by us for the Floor Flatness Service. In any particular instance, if the type and scope of the Floor Flatness Service changes, the MSRP and the Floor Flatness Service fee will change accordingly.	Upon receipt of invoice or as we may designate.	We or our designee utilize laser scan point cloud data to create Floor Flatness Reports. You submit to us, in the manner we designate from time to time, the type and scope of the Floor Flatness Service. We then determine the MSRP for the Floor Flatness Service and the 40% fee is applied to the MSRP designated by us. Once the Floor Flatness Service fee is determined based on the MSRP designated by us, you are free to modify the price that you charge the client for the Floor Flatness Service. However, if the type and scope of the Floor Flatness Service changes, the MSRP and the Floor Flatness Service Fee must be recomputed. We reserve the right to collect these fees by electronic transfer of funds that we initiate.
OxBlue Referral & Distribution Fee <sup>1</sup>	A percentage of of the sale price, as determined between you and OxBlue, of the services provided or sold by you.	A percentage of the sales price, as determined between you and OxBlue, upon receipt of invoice from OxBlue.	OxBlue provides leads to you. If the qualified lead results in a sale of services by you, upon receipt of an invoice from OxBlue, You pay OxBlue a percentage of the sales price. The terms and conditions of this referral program are subject to change.

<u>Type of Fee</u>	<u>Amount</u> <sup>(5)</sup>	<u>Due Date</u>	<u>Remarks</u>
HGT Referral & Reseller Fee	A percentage of the sale price, as determined between you and HGT, of the services provided or sold by you.	A percentage of the sale price, as determined between you and HGT, upon receipt of invoice from HGT.	HGT provides leads to you. If the qualified lead results in a sale of services by you, upon receipt of an invoice from HGT, you pay HGT a percentage of the sales price. The terms and conditions of this referral program are subject to change.
Site-Walk 360 Special Request Fees <sup>1</sup>	Current published rate per schematic floorplan, currently \$30. Current published rate per MatterPak Bundle, currently \$40. These fees are subject to change. The maximum amount these fees will increase by is 30%.	Upon receipt of invoice or as we may designate.	In connection with the sale to clients of the optional Site-Walk 360 services, if you sell either of the following additional services: schematic floorplan with dimensions or MatterPak Bundle which permits downloading scanned and processed data to a zip file, you pay the applicable fee to us for the provision, through third party software, of the applicable service and related costs. We reserve the right to collect these fees by electronic transfer of funds that we initiate.
Firestopping Image Analysis Fee <sup>1</sup>	Current published rate per square foot, currently \$1.00 per analyzed image. This fee is subject to change. The maximum amount this fee will increase by is 30%.	Upon receipt of invoice or as we may designate.	If you sell this service to clients, images are analyzed using artificial intelligence enabled computer vision models to determine if penetrations are properly sealed in order to prevent the passage of smoke, heat, and fire. The analysis is then reported to the client. We determine the square footage for purposes of computing this fee. We reserve the right to collect this fees by electronic transfer of funds that we initiate.
Laser Scanning Software Fee <sup>2</sup>	\$3,000-4,000 annually for the software license and renewal fee. This fee is subject to change.	As incurred.	This fee is paid directly to our affiliate.
Office 365 Fee	\$25 per month for the software license fee. This fee is subject to change.	Upon receipt of invoice or as we may designate.	Payable if you choose to purchase an Office 365 license. You reimburse us for this cost if you purchase an Office 365 license. We reserve the right to terminate this program.

<sup>1</sup> Fees and charges which are imposed by and payable to us. All of these fees and charges are nonrefundable. Except as described in this Item, all fees are uniformly imposed upon franchisees currently acquiring a franchise. We reserve the right to modify these fees including to resolve disputes, to address current business and economic conditions, to address the characteristics of a particular territory, in franchise agreements with affiliates and under other circumstances. We reserve the right to require upon notice to you that these fees and charges be paid by electronic transfer of funds that we initiate or other payment method that we designate.

- <sup>2</sup> Fees which are not paid to us and are not refundable.
- <sup>3</sup> If you are not consistently timely in your payments for supplies and equipment, we may make you pay at time of order or on a C.O.D. basis.
- <sup>4</sup> Expenses associated with travel, meals and lodging while attending initial training sessions or other mandatory training. These expenses will vary according to where you stay, where you dine and how far you have to travel.
- <sup>5</sup> The ranges and categories of expenses listed in the table above are based on the experience of our affiliates operating Businesses and your expenses may be different depending on the suppliers you use and local costs. You should not rely on the table to project your future performance because your expenses may differ from the numbers above and you will incur other additional expenses to third party suppliers which we have not listed. See Items 7 and 8 for additional information concerning your purchases from third party suppliers.
- <sup>6</sup> Example: The Percentage Royalty equals \$75 for January, \$125 for February and \$150 for March. The Flat Rate Royalty equals \$125 for January, \$125 for February and \$125 for March. The total percentage Royalty for the first calendar quarter equals \$350. The total accrued Flat Rate Royalty for the first calendar quarter equals \$375. The Flat Rate Royalty due and payable equals \$25, which is the amount that the Flat Rate Royalty exceeds the percentage Royalty for the first calendar quarter.

<sup>7</sup> Human Video Transcription, Closed Captioning, Foreign Subtitles, and Translation Fees\*:

	<b>Transcription</b>	<b>Closed Captioning</b>	<b>Foreign Subtitles</b>	<b>Translation</b>
<b>Cost/Minute</b>	\$2.00	\$2.00	\$8.00	–
<b>Cost/Hour</b>	\$120.00	\$120.00	–	–
<b>Cost/Word</b>	–	–	–	\$0.12

Artificial Intelligence Video Transcription and Closed Captioning\*:

	<b>Transcription</b>	<b>Closed Captioning</b>
<b>Cost/Minute</b>	\$0.25	\$0.25
<b>Cost/Hour</b>	\$15.00	\$15.00
<b>Cost/Word</b>	–	–

\* Human transcriptions are 99% accurate. Artificial Intelligence transcriptions are up to 90% accurate. Noise on site (machines, ambient, etc.) can affect accuracy. Muddled speaking voices can also affect the robustness of the Artificial Intelligence transcriptions. The fees in the above charts are subject to change.

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Webcam hosting fees\*:

	<b>Live Feed (DSL)</b>	<b>Live Feed (Cellular)</b>	<b>Photo Archive Only (DSL)</b>	<b>Photo Archive Only (Cellular)</b>
1 Webcam	\$156.00	\$236.00	\$100.00	\$156.00
2 Webcams	\$140.40	\$212.40	\$90.00	\$140.40
3 Webcams	\$127.80	\$200.60	\$85.00	\$127.80
4 Webcams	\$124.80	\$188.80	\$80.00	\$124.80
5 Webcams**	\$117.00	\$177.00	\$75.00	\$117.00

\*The discounted fees in the above chart apply per month and per webcam and are based on the number of webcams installed on a single project. Example: if 3 Live Feed (DSL) webcams are installed on a single project, the per month hosting fee would be 3 times \$127.80 which equals \$383.40. We will determine, in our sole discretion, the webcam hosting fee based on the technology used, the meaning of a “single project”, the number of webcams, and any other factors affecting the webcam hosting fee. The webcam hosting fees in the above chart are subject to change.

\*\*If more than 5 webcams are installed on a single project, the fees per webcam in the “5 webcams” row of the above chart will apply to the 6<sup>th</sup> webcam and each webcam thereafter installed on a single project.

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**ITEM 7**

**ESTIMATED INITIAL INVESTMENT  
YOUR ESTIMATED INITIAL INVESTMENT**

<b><u>Type of Expenditure*</u></b>	<b><u>Amount</u></b>	<b><u>Method of Payment</u></b>	<b><u>When Due</u></b>	<b><u>To Whom Payment Is To Be Made</u></b>
Initial Franchise Fee (See Note 1)	\$20,000 - \$157,500	Cash or Certified Funds	When you sign the Franchise Agreement, unless you qualify for partial financing	Us
Initial Training Expenses (See Note 2)	\$7,000 - \$17,000	As Agreed	As Incurred	Third Parties
Vehicles (See Note 3)	\$0 - \$80,000	Lump Sum or Financed	As Incurred	Third Parties
Computer Equipment and Software user fees (See Note 4)	\$9,000 - \$12,000	Lump Sum or Financed	Upon Ordering	Third Parties
Construction Data Fee Deposit	\$1,000	Lump Sum	When you sign the Franchise Agreement	Us or our Affiliates
Sales Force	\$1,325 (1 user) - \$2,650 (2 users)	Lump Sum	When you sign the Franchise Agreement	Us or our Affiliates
Camera, Video, Webcam, UAV, 3D Imager, 360 Camera, laser scanner and other Equipment (See Note 5)	\$121,000 - \$146,000	As Agreed	As Incurred	Third Parties or our Affiliates
Office Equipment, Furnishings and Supplies (See Note 6)	\$3,000 - \$8,000	As Agreed	As Incurred	Third Parties
Rent and Facility Remodeling (See Note 7)	\$9,000 - \$19,000	As Agreed	As Incurred	Third Parties
Initial Marketing Campaign and Promotional Materials (See Note 8)	\$5,000-6,000	As Agreed	At or around the time you begin operating your Business.	Us and Third Parties
Licenses and Deposits (See Note 9)	\$2,500 - \$6,000	As Agreed	Before you begin operating your Business	Third Parties

<u>Type of Expenditure*</u>	<u>Amount</u>	<u>Method of Payment</u>	<u>When Due</u>	<u>To Whom Payment Is To Be Made</u>
Legal, Accounting and Professional Advisors	\$5,000 - \$8,000	As Agreed	Before you begin operating your Business	Third Parties
Insurance (See Note 10)	\$9,000 - \$40,000	As Agreed	As Incurred	Third Parties
Miscellaneous Equipment (See Note 11)	\$5,000 - \$8,000	As Agreed	As Incurred	Third Parties
Additional Funds (3 months) (See Note 12)	\$35,000 - \$150,000	As Agreed	As Incurred	Third Parties
<b>TOTAL ESTIMATED INITIAL INVESTMENT</b> (See Note 13)	<b>\$232,825 - \$661,150</b>			

### Explanatory Notes

\*All amounts paid to us are non-refundable. Third-party suppliers will determine whether deposits or payments to them are refundable.

**Note 1: Initial Franchise Fee.** The Initial Franchise Fee will be payable in full when you sign the Franchise Agreement. The low figure in the chart assumes a population of 500,000 persons or less in the Territory and the high figure in the chart assumes a population up to 8,000,000 persons in the Territory. Your Initial Franchise Fee will exceed the high range in the chart if the population in your Territory exceeds 8,000,000 persons. See Item 5.

**Note 2: Initial Training (Travel and Living Expenses).** Your travel and living expenses incurred when you attend our initial training program, including UAV training in Biloxi, Mississippi and at other designated locations, if applicable, vary depending on the length of your instruction, the distance you must travel and the standard of living you desire while you attend the program. This item includes the cost of a passport, if applicable. The high range estimate covers expenses for two persons attending the training in person, if required by us, at a designated location and one person attending the UAV training in Biloxi, Mississippi. See Items 1, 6 and 11.

**Note 3: Vehicles.** You must purchase or lease vehicles for use in the operation of your Business. We require that you commence the operation of your Business with two approved vehicles. The high range estimate includes the purchase of two vehicles; however, you may use vehicles that you currently own that meet our minimum standards and specifications, in which case you would more likely incur costs similar to the low range estimate in the chart for this item. Part of these costs may also be deferred, as you may choose to lease vehicles. You will incur costs similar to the costs set forth in this item for each additional vehicle you use in the operation of your Business.

**Note 4: Computer Equipment and Software.** This Item includes the purchase of an office computer and two laptop computers as well as the license of business software. You will incur additional costs to purchase additional computers. See Items 8 and 11.

**Note 5: Camera, Video, Webcam, UAV, 360 Camera, Laser Scanner and Other Equipment.** This item includes the cost of two sets of DSLR camera equipment, including: camera, camera batteries, camera battery pack, flash, flash batteries, flash battery chargers, lens, zoom lens kit (one zoom lens kit that may be shared), lens protectors, storage, card readers, camera bag, lens cleaner and other equipment we may designate. You must purchase a minimum of two sets of the above described camera equipment. This item also includes the cost of video equipment including: video camera, zoom controller, lens filter, light kit, memory card, rechargeable batteries, rapid charger, two digital wireless microphones, bracket, stereo headphones, cables, tripod, lens cleaning kit, carrying bag and other equipment. Although the webcam equipment is typically re-saleable to a client, for training purposes you must purchase webcam equipment, either the fixed camera package or the pan-tilt-zoom camera package, cabling, cellular modem, webcam tool kit and other items we designate. In addition, this item includes the cost of UAV equipment, including: aircraft, extra propellers, flight controllers, remote controller monitor hoods, remote controller shoulder/neck straps, 3-axis gimbal and camera, lens filter, lens cover, batteries, battery charger hub, rapid charge power adapter, charger, battery heaters, battery insulation stickers, battery bag, carrying case and strap, SD card, and related software, USB cables, landing-pad, logbook and other items. Back-up flight kits are an additional cost. The high-end estimate in this item includes a back-up flight kit. This item also includes the cost of the following items: fire extinguisher, air horn, flight storage bag, site banner, safety/caution tape, first aid kit, vest, gloves, hat, shirt, stickers kit, site flag, equipment case, two way hand held radios, weather meter, air band radio, clip board and stationary, and whistle. You must also license designated software to operate the UAV. This item also includes the cost to purchase the equipment to provide the 360 photo services, which equipment includes an 360 camera, currently an Insta 360 brand camera, batteries, charger, lighting kit, monopod and level.

In addition, certain franchisees purchase OxBlue brand webcam equipment, between \$3,999 and \$8,999 for the purchase of OxBlue webcam equipment and the Leica RTC360 3D laser scanner offered by our affiliates. See Item 5. If you determine to immediately offer laser scanning services, costs range between \$80,000 and \$95,000 for the purchase of the RTC360 3D laser scanner, software, computer hardware and accessories. The Leica RTC360 3D laser scanning kit includes: the laser scanner, accessories, processing software, laptop and tablet. These costs are subject to change. These costs are not included in the above chart as you are not at this time required to purchase this equipment and offer the service. At your option, you may purchase the Matterport brand 3D Camera and accessories to provide the Site-Walk 360 services. The cost to purchase this equipment ranges from \$2,800 to \$3,800. This cost is subject to change. This cost is not included in the above chart as you are not at this time required to purchase this equipment and offer this service. The required camera, video, webcam, UAV, 3D imager, 360 camera, laser scanner, and other equipment to provide the construction and existing facilities documentation services and other approved products and services and the cost of such equipment is subject to change.

**Note 6: Office Equipment, Furnishings and Supplies.** This item includes the cost to purchase or lease a combined copier, scanner and printer, fax machine, cellular telephone, telephone for your Business Location and other office equipment and furnishings. The Business Location phone or cellular telephone must be answered during regular business hours and be a phone dedicated to your Business. You must retain an answering service, if necessary, to comply with this requirement. This item also includes miscellaneous office supplies, such as stationery.

**Note 7: Rent and Facility Remodeling.** A MULTIVISTA Business is typically located in leased office space which is non-retail. We do not estimate the cost to purchase a Business Location. The rent estimated in the chart assumes a Business Location between 1,000 and 2,000 square feet and a rental rate

between \$14 to \$30 a square foot for a triple net lease. The estimate in the chart assumes payment of one month's rent. If you locate your office in a large metropolitan area, your monthly rental rate may exceed the above estimate. You should investigate the rental rates in the area where you propose to locate your Business. The estimates in the chart assume that any small commercial space that you rent requires only minimal improvements, such as painting and carpet. If, at your option, you rent space that requires more extensive improvements or locate your office in retail type space, your costs may substantially exceed the high range in the above chart. Your Business Location must be located in the Territory.

**Note 8: Initial Marketing Campaign and Initial Promotional Materials.** This is the minimum amount incurred by you for your initial marketing campaign and purchase of an initial supply of branded marketing and promotional items and materials as itemized in Item 5. We determine the type and scope of the campaign and we designate or approve the type of promotional materials and marketing activities to implement the campaign. We assist you in this first promotional effort. The initial supply of branded marketing and promotional items and materials which you are required to purchase typically include: business cards, shirts, vehicle magnets, decals, banners, trade show in a box, USB drives (for project archiving), pocket folders with marketing inserts to be left with potential clients and other items we designate. The items are subject to change.

**Note 9: Licenses and Deposits.** This item includes any business licenses and utility deposits necessary to commence operation. This item also includes a deposit for a Business Location of one month's rent. See Note 7 above for the rental rate and size assumptions for the Business Location.

**Note 10: Insurance.** This item estimates your insurance costs for the first year of operation. Many factors will affect your insurance costs, including the insurance rates and client-imposed insurance requirements in your proposed market, the number of projects to which you provide construction and existing facilities documentation services and other factors present in your proposed market. You should investigate the insurance rates and client-imposed insurance requirements in the area where you propose to locate your Business as well as other factors in your proposed market that may affect your insurance costs. The insurance rates, client-imposed insurance requirements, number of projects and other factors in your proposed market may cause your insurance costs to exceed the high range estimate in the chart.

**Note 11: Miscellaneous Equipment.** This item includes various items you will need for your Business, such as hard hats and safety vests as well as magnetic signs, decals or vehicle wrap for your vehicles.

**Note 12: Additional Funds.** This is an estimate of your pre-operational expenses, which we have not listed above, as well as additional funds necessary for the first three months of your Business operations. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the Business. This item includes a variety of expenses and working capital items during your start-up phase such as: the cost of additional supplies, advertising, marketing and promotional expenses, construction data fee, UAV training fee, aeronautics association membership fee, rent, vehicle expenses, employee salaries, unmanned aircraft remote pilot airman certificate expense, and other miscellaneous costs. However, this item excludes your salary.

**Note 13: Basis for Estimates, Financing.** We relied on our experience in the construction documentation industry to compile these estimates. Because the ranges in the chart are only estimates, it is possible both to reduce and to exceed the estimated range of costs listed in each item of the chart. In certain major metropolitan areas, actual costs may exceed the high range estimates in the chart. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. Except for certain costs related to the purchase of the Leica brand 3D imager and laser scanner, we and our affiliates do not offer financing directly or indirectly for any part of the initial investment. See Item 10. The

availability and terms of financing from third parties will depend on such factors as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions.

## **ITEM 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

#### **Operations and Records and Reports**

You must establish, maintain and operate your MULTIVISTA Business in compliance with the Franchise Agreement. It is mandatory that you comply with the standards and specifications contained in an operations manual we provide to you as one or more manuals, technical bulletins, help systems, knowledge databases or other written or electronic materials (“**Operations Manual**”), which we may modify. We provide you with our mandatory standards and specifications for the construction and existing facilities documentation and other approved products and services, as well as for the sales, field operations and business techniques, procedures and processes related to the provision of these services and products offered through your Business. We also provide you with our mandatory standards and specifications for your equipment, supplies, tools, client reports, minimum staffing requirements, office equipment, communication services and technology, insurance, advertising and marketing material, website and other electronic advertising, client service standards, trademark graphics, billing forms and invoices and other items and services used in your Business.

You must implement and maintain client relationship management, bookkeeping, accounting, data processing, communications, financial reporting and analysis and other technology systems and software which are designated by us or which conform to our standards and specifications described in our Operations Manual. You must provide us with electronic access to the data and information in your computer, client relationship management, bookkeeping, accounting, data processing, communications, financial reporting and analysis and other technology systems and software related to the Business. Your records and reports, including your chart of accounts, which you provide to us must comply with our accounting and reporting standards and specifications, as described in our Operations Manual. If you do not meet our accounting and reporting standards, we may require you to hire a third-party accounting firm we designate. We reserve the right to require that you utilize a payroll service provider either designated or approved by us.

#### **Vehicles**

The vehicles used in your Business must meet our minimum standards and specifications as to appearance and condition. We must approve any existing vehicles you own or lease prior to your use of the vehicles in your Business. Your vehicles must use signage that we have approved. See Item 7.

#### **Computer System and Software**

You must purchase an office computer, a laptop computer or tablet computer which meet our standards and specifications for your sales, operations, including UAV and laser scanning personnel, and other staff that we designate. Each of our franchisees must also use operations and accounting software that have capabilities that meet our standards and specifications or that we designate. The current required accounting software is cloud-based QuickBooks. Intuit Inc. is the only approved supplier of cloud-based QuickBooks. You must use the UAV and other data capture and processing software that we designate. The client relationship management software currently required by us is called Salesforce. Salesforce.com is the only approved supplier of this custom proprietary software. You pay us a Salesforce software user

fee for each user, which includes the license fees for the Salesforce software and administrative fees which are owed to us. See Items 5 and 7. Every person we require must have a unique (dedicated) Salesforce user license, including the owner-operator, and each additional sales or account management employee. Each user of the CRM Software must comply with data entry and other standards and specifications related to use of the CRM Software in the Business that we designate. We have the right to provide other franchisees with access to client and other information in your CRM Software. You must also utilize the Hexagon Multivista Documentation Software, our web-based proprietary software. We assist you in the set-up of this software. You must upload to our website at intervals designated by us the construction and existing facilities documentation content that we designate. You must also purchase additional software and obtain shareware or freeware software which meets our standards and specifications or that we designate to perform business and operations functions. All data entered into the CRM Software and Hexagon Multivista Documentation Software is owned by us. We reserve the right to require you to participate, at your cost, in all credit card or other payment method, electronic data capture, electronic or other communication services and other similar programs we provide or make available to you. We and our affiliates reserve the right to develop and own additional proprietary software and systems and to derive revenue by licensing it to you. See also Items 7 and 11.

### **Purchases from Designated or Approved Sources**

We are the only approved supplier to you and clients, either directly or through our designee, of media, data and other content hosting associated with the construction and existing facilities documentation services. As indicated above, we are the only approved supplier of the Hexagon MDS, and certain services and solutions offered through the Hexagon MDS, including Task Manager, and other services and solutions that are licensed to us by our affiliates or third-parties, including the review of documentation data by artificial intelligence based computer vision models to provide insights. We are the only approved supplier of Building Information Modeling integration services and integration services with other third-parties. We are the only approved supplier of post-production video services. We, through a third-party, are the only approved supplier of UAV map processing services. We supply certain administrative services related to National Accounts and certain government contracts. You also pay us a fee, currently contributed to the International Marketing Fund, to purchase construction data supplied by third parties designated by us. This data is integrated into the Salesforce software. As indicated above, you obtain through us the Salesforce software and certain administrative services and pay us the Salesforce software user fee. You obtain through us email services provided by a designated vendor. You pay us a fee to purchase UAV training, a portion of which training is provided by a third party designated by us. We, either directly or through a designated vendor, are an approved supplier of branded items, including vests, shirts, jackets, pens, coffee cups, vehicle magnets, decals, banners, trade show in a box, USB flash drives (for project archiving), pocket folders with marketing inserts to be left with potential clients and other branded items and promotional and marketing materials. We are an approved supplier, through a designated vendor, of online job posting services. You reimburse us for a portion of this cost if you use the online job posting services. We reserve the right to supply other items and services to franchisees, to no longer provide items or services at any time, and to change suppliers at any time.

Our affiliates supply directly to you the Leica brand RTC360 3D laser scanner and certain hardware, software and accessories for use with this equipment and certain extended warranty and recalibration services. See Item 11. Our affiliates are the sole supplier of this type of equipment, software, accessories and related services.

Our affiliates supply directly or through us to you the Scan to Plan and Scan to BIM services and certain other VDC services. Our affiliates directly, or through us, are the sole supplier of these services.

Our affiliate, OxBlue, is a supplier of webcam equipment to you and may provide either through us or directly related services, support services and client referral services to you.

You purchase webcams, cellular modems and cellular and related services for transmitting the webcam content, and UAV equipment and software from our designated supplier of the product or service.

You will purchase or lease the rest of the products, equipment, supplies, and services used, sold or leased through your MULTIVISTA Business only from suppliers approved by us in advance. We reserve the right to designate a single approved supplier for certain inventory, equipment, supplies and services. If there is no designated or approved supplier for a particular item, you may purchase, lease, sell or use products, equipment, supplies and services that meet our standards and specifications from any source approved by us. On or before your commencement of our initial training program, we will make available to you a list of our approved suppliers, the standards and specifications for items to be used, sold or leased by you through your MULTIVISTA Business, as well as our criteria for approving a supplier, if any.

Except as described above in this Item and in Item 1, we are not currently affiliated with any designated or approved suppliers. As of the date of this Disclosure Document, none of our officers owns an interest in any approved or designated suppliers other than directly or indirectly in us, and in potential or actual suppliers MVS Canada, Leica Geosystems and other affiliates all through ownership of shares of stock in Hexagon AB, our and our affiliates' parent. We and our affiliates reserve the right to sell other products, equipment, supplies and services to franchisees and to derive revenue from such sales. In the fiscal year ended December 31, 2024, we and MVS Canada, on a consolidated basis, had revenues from required franchisee purchases or leases from us and MVS Canada of \$4,033,680 which was 20% of the total revenues of \$19,811,020. In the fiscal year ended December 31, 2024, our affiliates had revenues from United States based franchisee purchases or leases of \$4,757,099. The revenue figures are based on U.S. dollars. We estimate that the costs of your purchases from designated or approved sources, or according to our standards and specifications, may range from 70% to 90% of the total cost of establishing a MULTIVISTA Business and approximately 15% to 25% of the total cost of operating a MULTIVISTA Business after that time.

If you want to purchase or lease any products, equipment, supplies, or services not previously approved by us, or use a new supplier of these items not previously approved by us, you must notify us and obtain our written approval in advance. The notification must be in writing and should include sufficient specifications, photographs, drawings and other information and samples to determine whether the proposed items or proposed suppliers meet our standards and specifications. You must reimburse us for the actual cost of any testing and the reasonable cost of investigation to determine whether the proposed items or suppliers meet our standards and specifications. We may, in our sole discretion, elect to withhold our approval of a proposed supplier or of a proposed item. If we reject your requested new supplier or item, we will endeavor to notify you of our disapproval within 30 days of receipt of your written request to approve the supplier or item; however, our failure to respond within 30 days will not be deemed approval. Unless and until we approve the proposed supplier or item in writing, the proposed supplier or item will be considered disapproved. We may continue from time to time to inspect any manufacturer's, supplier's, or distributor's facilities, services and products to assure proper production, processing, storing and transportation of products, equipment, supplies and services to be purchased from the manufacturer, supplier or distributor by you. Permission to conduct inspections will be a condition of the continued approval of the manufacturer, supplier or distributor. We reserve the right to change the published standards regarding any approved supplier or any products, equipment, supplies, or services used, offered for sale or leased by franchisees upon 30 days written notice to all franchisees and all approved suppliers.

We do not provide material benefits, such as renewals or granting additional franchises, based on your use of designated or approved sources or suppliers.

## **Advertising and Marketing**

All marketing and promotion of your MULTIVISTA Business must conform to our standards and specifications. You must submit to us samples of all advertising, marketing and promotional materials, press releases and statements to the press and similar promotional and informational materials provided to the public that have not been prepared or previously approved by us. You may not market, advertise or solicit clients for the provision of MULTIVISTA Business products and services to project sites located outside your Territory, unless you obtain our prior written consent, which consent may be withheld, conditioned and withdrawn in our sole discretion. See Items 12 and 16. You must conduct an initial marketing and promotional campaign as directed by us. We determine the type and scope of the campaign and we designate or approve the type of promotional materials and marketing activities to implement the campaign. You must also purchase an initial supply of branded marketing and promotional items and materials through us or our designee. See Item 7. Websites, social media and other electronic advertising must comply with our policies and procedures regarding development, maintenance, use and content. We retain the right to develop and control all advertising using our Marks on the Internet. We reserve the right, upon 30 days prior written notice to you, to require that you participate in electronic advertising by creating, customizing or providing access to a linked web page or otherwise.

## **Insurance**

You must procure and maintain the following insurance coverage: (i) automobile liability insurance covering all employees of the MULTIVISTA Business with authority to operate a motor vehicle, including owned, hired, and non-owned vehicle liability, of not less than \$1,000,000 for each occurrence or, with our prior written consent, such lesser amount as may be available at a commercially reasonable rate, but in no event less than any statutorily imposed minimum coverage; (ii) unemployment and worker's compensation insurance with a broad form all-states endorsement coverage with a policy limit of \$1,000,000; (iii) commercial general liability insurance covering the Business in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, provided that such amount shall be equal to or exceed the statutorily imposed minimum coverage; (iv) errors and omissions insurance covering all employees of the MULTIVISTA Business who provide the construction and existing facilities documentation services and related services in an amount that is equal to or exceeds any statutorily imposed minimum or in the amount as we may require from time to time; (v) UAV liability insurance covering the operation of UAVs by the Business in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (vi) special form property insurance in an amount equal to at least the replacement cost of the contents and tenant improvements located at the MULTIVISTA Business office; (vii) replacement cost personal property insurance for equipment used at client sites; and (viii) cyber liability and privacy insurance with a policy limit of not less than \$1,000,000, which coverage may be included as part of your errors and omissions insurance. If you fail to purchase this insurance, we may demand that you cease operations or obtain insurance for you and you must reimburse us for the cost of the insurance. Nothing contained herein shall be construed as a representation or warranty by us that such insurance as may be specified by us from time to time will insure you against all insurable risks or amounts of loss which may or can arise out of or in connection with the operation of the Business. You may obtain such other or additional insurance as you deem proper in connection with the operation of the Business. Your clients may require that you obtain other or additional insurance. All insurance policies must name us as an additional insured and give us at least 30 days prior written notice of termination, amendment or cancellation. You also must provide us with certificates of insurance evidencing your insurance coverage before attending our initial training program. You must furnish us with copies of all required insurance policies or other evidence of insurance coverage and payment of premiums as we request from time to time. We reserve the right to require you, upon 60 days prior written notice, to change the type of insurance you are required to maintain and to revise the required coverage limits.

## Purchasing Arrangements

We have no purchasing or distribution cooperatives at the current time, although we may establish pricing programs with certain suppliers based on volumes purchased. Periodically, we may negotiate purchase arrangements, including price terms, with suppliers for the benefit of our franchisees. We can require that you participate in these arrangements and programs. However, you should not rely on the continued availability of any particular pricing, rebate or distribution arrangement, or the availability of any particular product, brand or service, in deciding whether to purchase the franchise. We currently have purchasing arrangements with suppliers of webcam equipment, cellular services for the webcam content and contracting services with the U.S. government. We and our affiliates retain the right to receive payments from suppliers on account of their dealings with you and other franchisees. During the 2024 fiscal year, we did not receive any income from purchasing arrangements for required franchisee purchases or leases.

## ITEM 9

### FRANCHISEE’S OBLIGATIONS

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

<b>Obligation</b>	<b>Section in Franchise Agreement</b>	<b>Item in Disclosure Document</b>
(a) Site selection and acquisition/lease	Sections 3.1 and 5.1 of Franchise Agreement (“FA”)	Items 7 and 11
(b) Pre-opening purchases/leases	Sections 5.2, 5.3 and 5.4 of FA	Items 5, 6, 7 and 8; <u>Exhibit O</u>
(c) Site development and other pre-opening requirements	Article 5 of FA	Items 7, 8 and 11
(d) Initial and ongoing training	Articles 6 and 10 of FA	Item 11
(e) Opening	Section 5.5 of FA	Item 11
(f) Fees	Articles 4, 11 and 12 and Sections 3.4, 5.3, 5.6, 6.2, 6.3, 9.1, 9.2, 10.1, 13.4, 15.5, 16.1.g, 17.3.e., 19.3, 20.4, 21.2, 22.4, 23.7 and 23.10 of FA; Sections 3.m. and n. of Hosting Agreement	Items 5, 6 and 7
(g) Compliance with standards and policies/ Operations Manual	Articles 8 and 13 of FA	Items 8, 11 and 14
(h) Trademarks and proprietary information	Article 14 and Sections 20.3 and 20.6 of FA; Section 3 of Hosting Agreement	Items 13 and 14; <u>Exhibits C, C-1 and K</u>
(i) Restrictions on products/services offered	Sections 10.1.d, 13.4 and 13.5 of FA	Items 8, 11 and 16
(j) Warranty and client service requirements	Sections 10.1 of FA	Item 8
(k) Territorial development and sales quotas	Sections 5.6 and 10.3 of FA	Item 12

Obligation	Section in Franchise Agreement	Item in Disclosure Document
(l) On-going product/service purchases	Sections 10.1.d, 10.2, 13.4 and 13.5 of FA	Item 8
(m) Maintenance, appearance and remodeling requirements	Sections 10.1, 13.1 and 17.3.c of FA	Item 11
(n) Insurance	Article 21 of FA	Items 7 and 8
(o) Advertising	Article 12 of FA	Items 6, 7 and 11
(p) Indemnification	Section 19.3 of FA; Section 9 of Hosting Agreement	Item 6
(q) Owner's participation/management/staffing	Sections 6.1, 10.1.c, .g, .i and .j of FA	Items 11 and 15
(r) Records and reports	Article 15 of FA	Item 6
(s) Inspections and audits	Sections 13.3, 13.4 and 15.4 of FA	Item 6
(t) Transfer	Article 16 of FA	Item 17; <u>Exhibits L and M</u>
(u) Renewal	Sections 17.2, 17.3 and 17.4 of FA	Item 17; <u>Exhibits L and N</u>
(v) Post-termination obligations	Section 18.6 of FA	Item 17
(w) Non-competition covenants	Article 20 of FA	Item 17
(x) Dispute resolution	Article 22 of FA; Section 12 of Hosting Agreement	Item 17

## **ITEM 10**

### **FINANCING**

Our affiliates, through a designated third-party, offer financing for the purchase of the RTC360 3D laser scanner and certain software and accessories. Financing is subject to qualification of the borrower by the third-party. The financing term, advanced payment, monthly payment amount, amount financed, including any minimum amount which will be financed, and origination fee are subject to the current terms and conditions offered by the third-party. The third-party Equipment Finance Agreement is Exhibit O to this Disclosure Document. The Equipment Finance Agreement and the financing terms and conditions are subject to change by the third-party. The third-party may require additional agreements be executed by you. The Equipment Finance Agreement is non-cancelable and irrevocable for the full term of the agreement. You must individually unconditionally guaranty the timely performance of all obligations under the Equipment Finance Agreement. You and the guarantor agree: the law of the state of Iowa applies, to jurisdiction and venue in Iowa, to pay all costs and expenses, including attorneys' fees, relating to any dispute regarding the Equipment Finance Agreement, and to waive any right to a jury trial. You may not sell or assign the financed equipment. The third-party may sell or assign the Equipment Finance Agreement and you waive all defenses against the buyer or assignee. You are responsible for all damage to or loss of the financed equipment and any damage or loss will not relieve you of your obligations under the Equipment Finance Agreement. If you are in default under the Equipment Finance Agreement, the third-party may require: return of the financed equipment at your expense, payment of all past due amounts plus 1.5% interest per month, that all remaining payments be made immediately discounted at 3% per annum, and disable or repossess the financed equipment. If you default, you waive notice of intent to accelerate

payments, the acceleration of payments and the enforcement of rights under the Equipment Finance Agreement. To the extent permitted by law, you also waive all defenses under the Uniform Commercial Code and common law.

Other than the above, neither we nor any agent or affiliate offer direct or indirect financing to you. We do not guarantee your note, lease or other obligations. We and our affiliates do not receive any consideration for placing financing with any lender.

## **ITEM 11**

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

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

**Assistance Before Opening.** Before you open your Business, we or our designee will:

1. Designate your Territory. (Sections 3.2 and 7.1.a. of the Franchise Agreement.)
2. Provide our initial training program for up to two individuals remotely and in Biloxi, Mississippi or at another location we designate. (Sections 6.1 and 7.1.b. of the Franchise Agreement. We may waive all or a portion of the initial training program.)
3. Provide you with information regarding approved, required and preferred suppliers of equipment, services, items and supplies used in connection with your MULTIVISTA Business. We will provide you with a list of approved, required and preferred suppliers, if any, of such items and, if available, a description of any national or central purchase and supply agreements offered by such approved, required and preferred suppliers for the benefit of MULTIVISTA Business franchisees. (Section 7.1.c. of the Franchise Agreement.)
4. Loan you or provide access to one copy of our confidential and proprietary Operations Manual, covering the specifications, standards and operating techniques of the Business and all updates and revisions thereto. (Sections 7.1.d and 8.1 of the Franchise Agreement.)
5. If you are opening your first Business, make available for purchase by you a required initial supply of branded marketing and promotional items and materials and assistance with your initial marketing campaign. (Section 7.1.e. of the Franchise Agreement.)

**Ongoing Assistance.** During your operation of the Business, we or our designee will:

1. If you are opening your first Business, provide up to two days of assistance in your Territory at a time which shall be scheduled by you after mutual agreement with us within six months after you open your Business. (Section 9.1.a. of the Franchise Agreement. Due to the Covid-19 pandemic and related governmental orders, the in-person training in your Territory may be delayed or, if feasible, provided remotely.)
2. At your reasonable request, consult with you by telephone, facsimile or electronic mail regarding the continued operation and management of your MULTIVISTA Business and advise you regarding services, sales techniques, documentation techniques, client relations and similar topics. (Section 9.1.b. of the Franchise Agreement.)

3. Provide you with on-going updates of information and programs regarding the MULTIVISTA Business and related Licensed Methods, including, without limitation, information about special or new services which may be developed and made available to franchisees, subject to compliance with the then applicable requirements. (Section 9.1.c. of the Franchise Agreement.)

4. Train or certify replacement or additional Principal Operators and personnel, during the term of the Franchise Agreement. We reserve the right to charge a tuition or fee for the training, commensurate with our then current published prices. All tuition charges will be payable in advance. You are responsible for all travel and living expenses incurred by your personnel during the training program. The availability of the training program to replacement or additional personnel is subject to prior commitments to new MULTIVISTA franchisees and must be scheduled on a space-available basis. (Section 9.1.d. of the Franchise Agreement.)

5. While we do not currently provide any pricing assistance beyond the establishment of a suggested retail pricing structure, we reserve the right to establish maximum, minimum or other pricing requirements with respect to the prices you may charge for products or services, to the fullest extent allowed by applicable law.

6. Provide you access to advertising, marketing and promotional materials that we may but are not required to develop. We may, at our option, pass the cost of the advertising, marketing and promotional materials on to you or charge the International Marketing Fund. (Sections 9.1.e. and 12.6 of the Franchise Agreement.)

7. Provide hosting services which allow you to upload or otherwise transfer construction and existing facilities documentation content and other approved content to a website maintained by us and provide access to the website to MULTIVISTA clients to view the construction and existing facilities documentation content and other approved content through the Hexagon Multivista Documentation Software, for such period of time and subject to compliance by you with the requirements and payment by you of the fees, that we designate. (Section 9.1.f of the Franchise Agreement.)

### **Advertising and Promotion**

**Initial Marketing Campaign, Marketing and Promotional Materials, and Follow-Up Local Advertising.** You must conduct an initial marketing campaign. We provide you with assistance with your initial marketing campaign which will be conducted at or around the time your MULTIVISTA Business opens for business, in a manner which we must first approve. You must also purchase from us or our designee an initial supply of branded marketing and promotional items and materials. See Item 7. Thereafter, you must spend a minimum average per calendar quarter of 2% of monthly Gross Sales on local advertising, marketing and promotion that has been pre-approved by us. An accounting of your local advertising expenditures is submitted to us on or before the 5th day after the end of each calendar quarter.

You may create your own advertising, marketing and promotional materials; however, all local advertising, marketing and promotion by you must be in such media and of such type and format as we may approve, must be conducted in a dignified manner and must conform to the standards and requirements as we may specify. You may not use any advertising, marketing or promotional plans or materials unless and until you have first received written approval from us. You may not market, advertise or solicit clients to provide MULTIVISTA Business products and services to construction sites and existing facilities located outside your Territory, unless you obtain our prior written consent, which may be withheld, conditioned, modified and withdrawn in our sole discretion. See Items 8 and 16.

**Advertising Contribution.** You must remit to us an advertising contribution (“**Advertising Contribution**”) of 2% of Gross Sales. Gross Sales for purposes of computing the Advertising Contribution includes in Territory Gross Sales, Government Hosting Gross Sales and Out of Territory Gross Sales. The Advertising Contribution is paid monthly and must be received by us no later than the 5th day of each month based on Gross Sales from two months prior. Example: The due date for the Advertising Contribution based upon Gross Sales in the month of January shall be March 5. We reserve the right to modify the Advertising Contribution due date, the payment schedule, method of payment and otherwise modify how all or a portion of Advertising Contribution is paid as set forth in the Operations Manual from time to time. We deposit the Advertising Contributions collected from all MULTIVISTA Businesses in a bank account separated from our operating account (“**International Marketing Fund**”). Company-owned MULTIVISTA Businesses located in the United States, if any, pay into the International Marketing Fund on an equal percentage basis with all franchised MULTIVISTA Businesses. As of the date of this Disclosure Document, MULTIVISTA Businesses located outside the United States also participate in the International Marketing Fund. We reserve the right to modify, at any time and in our sole discretion, which Businesses located outside the United States participate in the International Marketing Fund. If you request it in writing, we will send you an annual, unaudited financial statement for the International Marketing Fund which indicates how the International Marketing Fund has been spent during the previous calendar year. Because we do not have the International Marketing Fund audited, audited financial statements are not available to franchisees.

We administer the International Marketing Fund in our sole discretion. The International Marketing Fund proceeds may be used for the creation, production and placement of advertising and marketing, agency costs and commissions, creation, production and placement of video, audio, and written advertisements, including direct response literature, direct mail, email campaigns and other direct advertising and marketing, brochures, collateral advertising and marketing material, providing professional services, materials and personnel, including employing advertising agencies and in-house staff, marketing consultants, supporting public relations, market research and surveys of advertising and marketing effectiveness, sponsorships, memberships, promotional programs, sales incentive programs, creation, implementation and maintenance of a website and other electronic advertising, including social media, search engine optimization, employing in-house staff and third parties to prospect for and support National Accounts, lead development and routing, paying referral fees to affiliates and third-parties that refer clients to franchisees, the purchase and input into the applicable software of construction data, sales and marketing software and tools, sales and marketing software and tools development, upgrades and support, trade shows and related materials and displays, brand recognition and other advertising, lead generation, sales enablement and marketing activities and programs. None of the International Marketing Fund proceeds are used principally to solicit new franchise sales. We are not required to spend any amount on advertising or marketing in your Territory.

We may reimburse ourselves, our affiliates and authorized representatives from the International Marketing Fund for administrative costs, salaries and overhead expenses related to the implementation and administration of the International Marketing Fund and its marketing and sales support programs, including conducting market research, preparing material, supporting sales and marketing software and tools, collecting and accounting for International Marketing Fund contributions, independent audits, and reasonable accounting, bookkeeping, reporting, legal and tax expenses and other reasonable direct and indirect expenses. In any fiscal year we may spend an amount greater or less than the aggregate contribution of all MULTIVISTA Businesses to the International Marketing Fund in that year. The International Marketing Fund may borrow from us or other lenders to cover deficits or cause the International Marketing Fund to invest any surplus for future use. Any amounts remaining in the International Marketing Fund at the end of each year accrue and we apply them toward the next year’s expenses. We do not guarantee that advertising and marketing expenditures from the International Marketing Fund will benefit you or any other franchisee directly or in proportion to your or their respective contributions. The International Marketing

Fund is not a trust fund, and we do not owe a fiduciary duty to you with respect to the maintenance, direction, or administration of the International Marketing Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to the International Marketing Fund or for maintaining, directing or administering the International Marketing Fund. We reserve the right to terminate the International Marketing Fund upon 30 days prior written notice to all franchisees and any remaining monies will be distributed pro rata based on all MULTIVISTA Businesses' contributions within the preceding 12 months.

We may use outside advertising agencies and personnel and in-house personnel to create local and regional advertising, marketing and promotional materials, including ad slicks, radio spots, direct mail, flyers, mail inserts, email campaigns, newspaper and magazine ads, yellow page ads, websites and other electronic advertising and other marketing and promotional pieces and programs. We may, in our sole discretion, elicit input on advertising and marketing from all or a group of franchisees. You must purchase local advertising separately through local marketing and media sources within a geographical area. Local advertising, marketing and promotion is primarily your responsibility, but is subject to our prior written approval.

We currently have a franchise advisory council (“**FAC**”) that advises us on marketing and promotional policies and other issues. The FAC is composed of six franchisees. The members of the FAC are elected by the franchisees in accordance with the bylaws. Our management representative and other representatives designated by us may attend all FAC meetings. We may form, change and dissolve the FAC.

In our most recent fiscal year ended December 31, 2024, we spent 57% of the International Marketing Fund's proceeds on production, promotion, placement and other sales and marketing activities and tools, including sales and marketing software and tools, digital marketing, internal sales incentives and contests, trade shows, memberships, the purchase of construction data, and an outside marketing firm; and 43% on administrative expenses, which includes salaries for in-house marketing and sales enablement personnel.

**Regional Advertising Association.** We may, upon 30 days written notice to you, create a regional advertising association (“**Co-op**”) in the market area where you are located, at which time you must become a member of the Co-op. In our sole discretion, we may contribute back to the Co-op for marketing and advertising programs all or a portion of the Advertising Contribution payments received by us from franchisees in the Co-op from your market area. We may make these funds available on a regular basis or intermittently for specific programs selected by the majority of the Co-op members and approved in advance by us. If we form a Co-op, you will be bound by the decisions of the majority of the members of the Co-op regarding expenditures, assessments and dues, to the extent we approve them. If you fail to participate in the Co-op or fail to pay any Co-op dues, you breach the Franchise Agreement.

Subject to our prior approval, each Co-op has the right, by majority vote, to require its members to make additional contributions to the Co-op on a regular or intermittent basis of all or a portion of your Local Advertising Allocation. Therefore, your total advertising commitment may be paid and used at a regional level, in our sole determination. You receive credit for payments into the Co-op toward your local advertising expenditures.

We must approve all advertising and marketing materials before they are used by a Co-op or furnished to its members. Each Co-op must prepare unaudited annual financial statements and send them to you if you request them. We have the right to determine the scope of the geographical areas included in each Co-op. We can form, determine the bylaws for, change and dissolve the Co-op. We also have the right to determine whether and to what extent the Co-op will be self-administered. Each Co-op would

operate under a written document which franchisees can view. Either MULTIVISTA or the Co-op may create the Co-op's advertising and marketing materials, but advertising and marketing materials created by the Co-op would be required to have our written approval before use. See item 6 of this Disclosure Document for more discussion of advertising and marketing.

### **Operations Manual.**

Attached to this Disclosure Document as Exhibit H is the table of contents of our Operations Manual which we loan to you. The total number of pages in the Operations Manual is approximately 266 pages.

### **Computer System and Software.**

You must purchase an office computer system ("**Office Computer**") or a laptop computer ("**Laptop Computer**") which we designate for your sales, operations and other staff. The Office Computer must have a dual monitor capable video card, two flat screen monitors, supplemental RAM, external hard drive or network server with back-up storage, external card reader and a headset or microphone and speakers. The Laptop Computer must have wireless capability and a headset. Additional peripheral equipment includes a network switch, broadband router, firewall, a color printer with copying, facsimile and scanning capability, surge protector and projector. The computers must utilize a cordless keyboard and mouse. Each Office Computer and Laptop Computer must be loaded, as applicable, with the software that we designate and you must utilize non-downloadable web applications and software as a service that we designate ("**Software**"). The Office Computer, Laptop Computer and Software permits you to store, manipulate and upload to our web-based software application via our website photographs and other documentation content, schedule client appointments, store client information, invoice clients and prepare financial statements and reports. You must upload client photographs, video, streamed webcam feeds and other documentation content to our website in the manner and according to the time deadlines we may require from time to time. The initial cost to purchase and license the Office Computer, two Laptop Computers and Software ranges from \$9,000 to \$12,000. See Item 7. The Salesforce user fee to license the Salesforce software from Salesforce.com and for administrative and support services provided by us is \$1,325 per year per user. This fee is subject to change.

As part of the UAV equipment package and flight kit, you must purchase the software and software applications that we designate in order to operate the UAV ("**UAV Apps and Software**"). See Item 7. An additional laptop computer dedicated to UAV services is recommended, but not required. The initial cost to purchase and license for one person for one year the UAV Apps and Software is \$3,000-\$3,500. You may be required to pay annual software license and update fees to the providers of the UAV Software or us if we develop such software. These fees and costs are subject to change.

As part of the RTC360 3D laser scanning equipment package, you must purchase a tablet computer, a laptop or desktop computer and software that we designate in order to operate the laser scanner and process the collected data ("**Laser Scanner Computers and Software**"). See Item 7. The estimated initial cost to purchase and license for one person for one year the Laser Scanner Computers and Software is \$8,000 to \$9,000. You will be required to pay our affiliate an annual software license and Renewal fee for the Laser Scanner Software of \$3,000-\$4,000. You also may purchase from our affiliate a basic level hardware warranty for an annual fee of \$585. Warranty coverage above the basic level is also available at a higher cost. You pay our affiliate a fee of \$1,700 to re-calibrate the RTC360. Re-calibration is compulsory and required every 12 to 24 months. These fees and costs are subject to change.

You pay a Construction Data Fee to purchase construction data which is input into the Salesforce software. The Construction Data Fee is currently \$1,000 per year. This fee is subject to change. Currently

this fee is paid to us and we place it in the International Marketing Fund. We reserve the right to modify to whom this fee is paid and where it is placed.

The computer hardware and Software must be installed, accessed, configured, utilized and integrated in accordance with our standards and specifications. We reserve the right to require that you license from us or our affiliates any proprietary software that we or our affiliates develop. We have independent access to the data and information contained in the computer databases and technology systems through on-line communication contact with your computer system and other technology systems. We have no contractual limitation on our right to receive and access data and information through your computer system and technology systems. You must join and pay for a high-speed electronic network connection service and otherwise provide access to us to your technology systems to facilitate communication and access to data and information between you and MULTIVISTA and among our franchisees. See Item 8.

We may require you to upgrade or update your Office Computers, Laptop Computers, Software, UAV Computers and Software, Laser Scanner Computers and Software and other technology and communication systems on 30 days' notice. No contractual limitation exists on the frequency and cost of this obligation. We, affiliates and suppliers may (i) develop or improve proprietary software, web applications, hosting services or other technology for use in MULTIVISTA Businesses and charge you a licensing or other fee for such software, web applications, hosting services or other technology; (ii) derive revenue from computer software, web applications, hosting services or other technology maintenance and upgrade fees in the event we or suppliers develop or improve proprietary software, web applications, hosting services or other technology for use in MULTIVISTA Businesses; and (iii) require that you participate in all electronic data capture, maintenance and warranty or other similar programs that we deem mandatory.

### **Business Location Selection.**

You must operate your Business from commercial office space (“**Business Location**”) located within your Territory. The Business Location should also have easy access to the main metropolitan area in your Territory. You select the proposed Business Location and submit it to us for our approval. We will not unreasonably withhold approval of a proposed Business Location that is located within the Territory and that has access to the main metropolitan area in the Territory. We approve of the office location for your Business by noting it in Addendum 1, attached to the Franchise Agreement. If we disapprove of a site proposed by you for the Business Location, we will grant you an additional, reasonable period of time to obtain approval of a different proposed Business Location, as may be determined in our reasonable business judgment. You must designate an office location for your Business within 90 days following the signing of the Franchise Agreement. The Territory location and size is agreed to at the time of execution of the Franchise Agreement. See Item 12.

### **Schedule for Opening.**

The typical length of time between the signing of the Franchise Agreement and the opening of the Business will be approximately 90 days. The factors which may affect this time period are the purchase or lease of your vehicles, obtaining computer equipment and software, hiring staff, completing your initial training program and obtaining any licenses required to operate your Business. You are required to open a Business Location within the Territory and commence operating your Business within 60 days after the completion of the initial training program or within 120 days after you sign the Franchise Agreement, whichever date occurs first. If you fail to do so, we may terminate the Franchise Agreement.

## **Training Programs.**

We will provide to you or your Principal Operator an initial training program portions of which will be an Internet based self-study program through Multivista University and portions of which will be conducted in Biloxi, Mississippi or at alternative locations designated by us. Certain of our Internet based training includes trainer assistance via the Internet. We offer you the initial training program within a reasonable amount of time after you sign the Franchise Agreement. The Internet based portion of our initial training program is available based on your schedule. We schedule the third-party provided UAV training as needed, subject to compliance with the minimum number of participants' requirement imposed by the third-party providing the training. The frequency of training is subject to change. The initial training program will consist of Internet based and classroom training. See the training chart in this Item 11 for the duration of the training. You or your Principal Operator must complete all portions of the initial training program that we designate as mandatory. We provide you with written and electronic manuals and materials; however, you must have available during training certain of the documentation equipment for use in conjunction with the initial training.

The UAV training cost per person is typically \$2,750. This cost may vary if the training is conducted at a location other than Biloxi, Mississippi and based on the number of attendees at the training. See Item 6. This rate is subject to change. Excepting UAV training, you (the owners) and your personnel are eligible to participate in our initial training program without charge of any additional tuition or fee. Excepting UAV training, two persons are eligible to participate in either operations training and sales training without payment of a tuition or fee. You must pay any and all transportation and living expenses which are incurred by your personnel in connection with attendance at the training program in Biloxi, Mississippi or alternative locations. Prior to commencement of the operation of the Business, at least one individual, or two individuals if the supervision of operations and sales management responsibilities are split between two persons, who will be responsible for the full-time daily management of the Business must successfully complete, to our satisfaction, the initial training program.

We will make the initial training program and certification programs available to replacement or additional Principal Operators and other personnel you hire during the term of the Franchise Agreement. We charge a tuition or fee, commensurate with our then current prices, for such training, payable in advance and you must pay all travel and living expenses which are incurred by your personnel when they attend our training program. The availability of the initial training program and certification programs to replacement or additional Principal Operators and personnel will be subject to prior commitments to new MULTIVISTA franchisees and is scheduled on a space available basis.

If you are opening your first Business, we also provide up to two days of follow-up assistance and training in your Territory regarding the operation of your Business. We pay our own transportation and living expenses incurred in providing the follow-up mentoring in your Territory regarding the operation of your Business, but you will be responsible for transporting your personnel and our personnel in your vehicle designated for use in your Business. You must request and schedule this follow-up training in your Territory, subject to our reasonable availability.

We may occasionally present seminars, conventions, continuing development programs or conduct meetings for your benefit. You, your Principal Operator and other employees must attend certain seminars, conventions, programs or meetings offered by us during the term of your Franchise Agreement, when we announce them as being mandatory. We will give you at least 30 days written notice before any seminar, convention, program or meeting at which we will require your or your employees' attendance. We will not require that you or your employees travel to a location designated by us to attend any mandatory training program conducted by us more than four times a year. There is no limit on Internet-based or other remote mandatory training. We reserve the right to charge a tuition or fee to attend any seminar, convention,

training program or meeting. The tuition or fee, if charged, will be at the then current published rates. See Item 7. You will be responsible for all travel and living expenses which are associated with attendance at such programs.

Our initial training program for you or your Principal Operator currently consists of the following:

### TRAINING PROGRAM

Subject <sup>1,2,5</sup>	Days of Classroom or Online Training <sup>3</sup>	Days of On–The-Job/Hands-On Training	Location <sup>4</sup>
<b>Sales:</b> Includes the construction industry, use of CRM software, and product and service sales	15 days	0	Via the Internet or as we determine. <sup>3</sup>
<b>Operations:</b> Introduction, Operational Tasks, Hexagon MDS Administration, Scheduling and Calendar, introduction to Advanced Photography, Webcams and Videography	2 days	0	Via the Internet <sup>3</sup> or as we determine.
<b>Basic Photography</b>	2.0 days	0	Via the Internet <sup>3</sup> or as we determine.
<b>Exact Built Photography</b>	1 day	0	Via the Internet <sup>3</sup> or as we determine.
<b>Video</b>	.5 day	0	Via the Internet <sup>3</sup> or as we determine.
<b>Webcam</b>	1 day	0	Via the Internet <sup>3</sup> or as we determine.
<b>360 Photo</b>	.5 day (4 hours)	0	Via the Internet <sup>3</sup> or as we determine.
<b>Unmanned Aircraft Vehicles:</b> Aviation, Aircraft, Operations, Regulations, and Flight Training	1.2 days (10 hours) MVU Online Training 1.9 days (15 hours) Classroom and .6 days (5 hours) online through third-party	2.5 days (20 hours)	Via the Internet <sup>3</sup> and in Biloxi, Mississippi or an alternative location that we designate for the classroom and hands-on UAV flight training. Classroom and hand-on training may be provided remotely.
<b>3D Images</b>	.5 days	0	Via the Internet <sup>3</sup> or as we determine.
<b>Laser Scanning</b>	2 days of MVU Online and Webinar Training	5 days of remote guided practice	Via the Internet <sup>3</sup> or as we determine. Hands-on training may be provided remotely.
<b>Business Management</b>	1 day	0	Via the Internet, Telephone or in-Territory.
<b>Total</b>	<b>28.6 days</b>	<b>7.5 days</b>	

<sup>1</sup> The instructors for the training program are Joe Brisdon, first a Manager then a Director of Field Operations for our Canadian affiliate and then MVS Canada since June 2008; David Laschilier, currently Manager Webcam Operations, has been employed by MVS Canada since September

2013; Ryan Holmes, first a Project Set-up Manager, then Operations Support, then Director of Field Operations and currently Program Director-UAS for MVS Canada and its affiliate since November 2008; ; and Mark King Product Manager-3D Laser Scanning for MVS Canada since June 2020. We may assign other qualified personnel to provide training. UAV classroom, a portion of the online training and hands-on training is currently provided by a third-party.

2 Training materials will include our Operations Manual, online videos and power points and other materials.

3 The self-study online training for new franchisees will include certain corporate trainer assistance via the Internet.

4 Or alternative locations designated by us. We reserve the right to conduct training via the Internet or require in person attendance.

5 Depending on the function of the employee, each employee must attend and successfully complete designated portions of the training described in the above chart. We reserve the right to require training in addition to the training described in the above chart. We also offer online instruction to your employees who perform account management, client training, and field representative functions. We reserve the right to charge a fee for this additional instruction.

## **ITEM 12**

### **TERRITORY**

Your MULTIVISTA Business is typically operated out of leased office space. The location of your Business will be identified as the “Business Location” in the Franchise Agreement. You must locate your Business Location in the Territory (defined below). You may not relocate your Business Location to a location outside the Territory without our prior written approval, which approval will only be granted under exceptional circumstances.

You will be given a Territory (“**Territory**”) within which you will be required to market, advertise, solicit and support clients for the provision of construction and existing facilities documentation services and other approved products and services offered through your Business to client construction sites and existing facilities located within the Territory. A Territory will be defined by city or county limits, Zip Code areas, street boundaries or other reasonable boundaries. An exhibit to the Franchise Agreement specifies your Territory. The minimum Territory we grant to franchisees is the boundary of a city, although we reserve the right to grant a Territory which is a portion of a city if you and we agree. So long as you are in compliance with the Franchise Agreement and are meeting your Minimum Sales Requirement and Minimum Staffing Requirements described below in this Item 12 and subject to our reservation of rights described below in this Item 12, your Territory is exclusive and we will not establish and operate, nor license anyone else to establish and operate, a MULTIVISTA Business within your Territory. You may not change your Territory without our prior written approval.

You must limit your solicitation of clients and the sale and provision of MULTIVISTA Business products and services to client construction sites and existing facilities within your Territory. You must refer, without charge, except that the referring franchisee and the referred to franchisee may agree to the payment of a referral fee, client opportunities and orders for MULTIVISTA Business products and services to client construction sites and existing facilities in the Territory of another MULTIVISTA franchisee or a Business owned by us or our affiliates to such other franchisee or to us or our affiliate, as applicable. Except as set forth below, you may not solicit clients or sell and provide MULTIVISTA Business products and services to client construction sites and existing facilities outside your Territory. With our prior written consent, which consent will include conditions, including payment of a higher percentage Out of Territory

Royalty, and which consent may be refused, modified or withdrawn at any time for any reason or no reason and in our sole discretion, you may provide MULTIVISTA Business products and services to client construction sites and existing facilities within a limited area outside your Territory if no other MULTIVISTA franchisee or company or affiliate owned Business has been granted or retained the right to operate a Business in such geographic area and if such products and services can be provided substantially in accordance with our minimum standards and specifications. If we withdraw our consent for any reason or no reason, you shall immediately cease providing the MULTIVISTA Business products and services to the client construction sites and existing facilities located outside your Territory and cooperate in the transfer of these client construction sites and existing facilities to us, our affiliates or a franchisee without compensation. Except with our prior written consent, which consent may be conditioned, modified, refused or withdrawn at any time for any reason or no reason and in our sole discretion, you do not have the right to use channels of distribution, such as the Internet, social media, telemarketing or other direct marketing, to make sales outside of your Territory.

The continuation of your right to your Territory and to operate your Business within your Territory during the term of the Franchise Agreement depends on your Business maintaining certain Minimum Staffing Requirements in your Territory. See Item 15. In addition, the continuation of your right to your Territory and to operate your Business within your Territory during the term of the Franchise Agreement depends on your Business maintaining certain sales levels in your Territory (“**Minimum Sales Requirement**”). Specifically, if the amount of the aggregate monthly in Territory percentage Royalty fails to exceed the amount of the aggregate monthly Flat Rate Royalty for three consecutive calendar quarters, we have the right to terminate your rights in the Territory. In addition, if the amount of the aggregate monthly in Territory percentage Royalty fails to exceed the amount of the aggregate monthly Flat Rate Royalty for four consecutive calendar quarters, we have the right to terminate the Franchise Agreement. When computing the percentage Royalty for purposes of determining compliance with the Minimum Sales Requirement, only Gross Sales within the Territory are used to compute the percentage Royalty, Out of Territory Gross Sales are excluded.

You do not have any options, rights of first refusal, or similar rights to acquire additional franchises.

We and our affiliates reserve the right under the Franchise Agreement to contract with or enter into a strategic alliance or similar relationship with “National Accounts” to directly or indirectly provide the MULTIVISTA Business products and services. A “**National Account**” is any business, organization, governmental entity, quasi-governmental entity or other entity that conducts operations or represents a client-base, either directly or through agents, affiliates, dealerships, independent contractors, subsidiaries, franchisees, licensees, members or agencies, in two or more states or in two or more MULTIVISTA Business territories and that has entered into a National Account Relationship with us or our affiliates. A “National Account Relationship” shall include any contractual relationship, strategic alliance or similar relationship with us or our affiliates for (a) our provision of MULTIVISTA Business products and services to National Account construction sites and existing facilities or (b) in consideration of the National Account providing endorsements, assignments or referrals for the provision of MULTIVISTA Business products and services to clients. If we or our affiliates have a National Account Relationship with a National Account, we will contact you and provide you with an opportunity to provide the MULTIVISTA Business products and services to the National Account at its construction sites or existing facilities within your Territory or to a client endorsed, assigned or referred to us by the National Account and which client has a construction site or existing facility within your Territory, under the terms and conditions established by the National Account Relationship (e.g. qualifications, conditions for availability, price, discounts and other requirements). If within 5 days of our contacting you, you are unable to provide the MULTIVISTA Business products and services for any reason, including not being qualified to service the National Account or client endorsed, assigned or referred by the National Account, as determined by us, or you do not elect to provide the products and services in accordance with the agreed terms and conditions established by the

National Account Relationship, we, our affiliates or their designees, including other franchisees, will have the right to provide the MULTIVISTA Business products and services to the construction sites and existing facilities of the National Account or any endorsed, assigned or referred clients at their construction sites and existing facilities within your Territory and you will have no right or have waived your right to provide the MULTIVISTA Business products and services to the National Account or any endorsed, assigned or referred clients within your Territory during the National Account Relationship. In addition, you will not be entitled to receive any compensation or proceeds from the provision of such products and services to such National Account or any endorsed, assigned or referred clients by the National Account within your Territory. Notwithstanding any statements to the contrary herein, we reserve the right to restrict your provision of the MULTIVISTA Business services and products to National Accounts and clients endorsed, assigned or referred by National Accounts per project within the Territory. We have the exclusive right to contract with and control all business with National Accounts, subject to the right of a franchisee to provide the MULTIVISTA Business services and products as described above. Your failure to comply with (a) the operating procedures and standards established by us for any National Account, (b) the terms and conditions of any National Account Relationship including, but not limited to, the insurance requirements established by a National Account, and (c) the operating procedures and standards established by any National Account, could result in: (i) you losing your right, without compensation, to service the National Account, and we, our designees, affiliates or other franchisees, will have the sole right to provide the MULTIVISTA Business products and services to the National Account or endorsed, assigned or referred clients at their construction sites and existing facilities within your Territory, or (ii) termination of your Franchise Agreement. As of the date of this Disclosure Document, we do have certain National Accounts, but we cannot make any assurances that we will maintain these relationships or have any additional National Accounts in the future or that you will receive any National Account referrals in your Territory.

We, on behalf of ourselves, our affiliates and successors, retain the rights, among others, without compensation to you:

1. To use and to license others to use the Marks and Licensed Methods for the operation of MULTIVISTA Businesses at any location other than in your Territory;
2. To use the Marks to identify promotional and marketing efforts or related items, and to identify products and services distributed or otherwise made available through alternative channels of distribution (other than MULTIVISTA Businesses), at any location, including sales through such channels of distribution as the Internet, telemarketing, or other direct marketing sales;
3. To contract with or enter into strategic alliances with and provide products and services to National Accounts or clients referred by or assigned by National Accounts at any location, subject to your rights as described above;
4. To use and license the use of alternative proprietary marks (i.e., trademarks dissimilar from the “MULTIVISTA” marks) in the sale of products and services the same as, similar to, or dissimilar from, those which you sell, whether in alternative channels of distribution, such as the Internet, telemarketing, or other direct marketing, or with the operation of businesses which are the same as, or similar to, or different from MULTIVISTA Businesses (for example, if we or our affiliates acquire or are acquired by another business that provides products and services the same or similar to a Business), at any location, and on any terms and conditions as we deem advisable, and without granting you any rights to them; and
5. To engage in any other activities not expressly prohibited in the Franchise Agreement .

### **ITEM 13**

#### **TRADEMARKS**

We license to you the non-exclusive right to use the Mark “MULTIVISTA” and other trademarks, service marks and commercial symbols that we may authorize.

On January 29, 2013, we obtained a Principal Register federal trademark registration of “MULTIVISTA” in classes 37 and 42, Registration Number 4,281,959. We have also registered the following trademarks on the Principal Register at the USPTO:

<b>Mark</b>	<b>Registration Date</b>	<b>Renewal Date</b>	<b>Registration No.</b>	<b>Class</b>
MULTIVISTA	September 2, 2008	May 10, 2018	3,494,612	35
MULTIVISTA	January 29, 2013	July 25, 2023	4,281,959	37,42
Camera Design	January 29, 2013	July 25, 2023	4,281,672	35, 37, 42
EXACT BUILT	June 24, 2008	September 8, 2017	3,453,420	37
EXACT BUILT	January 29, 2013	July 25, 2023	4,281,958	35,42

We have filed all required affidavits of use and renewals of registration.

You must use the service mark “MULTIVISTA” as the principal identification of your MULTIVISTA Business. You must also, however, identify yourself as the independent owner of the Business, in the manner as we may require. You acknowledge that we have the sole right to register, license and control your use of the MULTIVISTA service mark and other of the Marks. You acknowledge that you have not acquired any right, title or interest in the Marks except for the right to use the Marks in the operation of your MULTIVISTA Business as it is governed by the Franchise Agreement. You shall obtain our prior written approval of all written materials and items which include any of the Marks, including but not limited to, advertising, marketing and promotional materials, signs, tools, equipment, vehicles, clothing and all other written materials and items which include any of the Marks. You agree not to produce or distribute any advertising, marketing or promotional materials without first obtaining our written consent. You may not use any Mark as part of any corporate or trade name, as part of an electronic mail address or on any sites on the Internet or World Wide Web, or with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you), or in any modified form, nor may you use any Mark to identify unauthorized services or products or in any other manner not expressly authorized in writing by us. You may not use or register the Marks as an Internet domain name.

You will be required to modify or discontinue your use of a Mark if we require modification or discontinuance of it, at your own expense.

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

There are no currently effective agreements that significantly limit our right to use or license the use of the Marks listed in this Item 13 in a manner material to the franchise.

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

Any apparent infringement of or challenge to your use of any Mark or any misappropriation of our trade secrets and confidential information should be brought to our attention immediately. We are not contractually obligated by the Franchise Agreement to protect you against claims of infringement or unfair competition with respect to your use of the Marks, or any misappropriation of our trade secrets and confidential information, but it is our policy to do so when, in the opinion of our legal counsel, your right to use the Marks and trade secrets and proprietary information requires protection. In such a case, we will pay all costs, including attorneys' fees and court costs, associated with any litigation required to defend or protect your authorized use of the Marks and trade secrets and proprietary information. You must cooperate with us and our affiliates in any such litigation. You may not communicate with any person other than us or our counsel regarding any such matter. You may not settle any claim without our written consent. We have sole discretion to take any appropriate action. We have the right to control exclusively any litigation, USPTO proceeding or any other administrative proceeding arising out of any infringement, misappropriation, challenge or claim relating to any Mark or trade secrets and proprietary information.

We refer to our relationship with our parent company Hexagon AB on marketing materials and other promotional items as follows: "MULTIVISTA, PART OF HEXAGON" and "PART OF HEXAGON".

#### **ITEM 14**

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

On August 8, 2011, MVS obtained a copyright registration for the "Multivista Website-Original" Registration Number TX0007419439 with the United States Copyright Office. On August 29, 2011, MVS obtained a copyright registration for the "Multivista Website-Updated" Registration Number TX0007436394. On July 19, 2018, MVS obtained a copyright registration for the "Multivista Website-New" Registration Number TX 8-653-968. The duration of the copyright registrations are 95 years from the year of the first publication, 2008, 2010 and 2017 respectively. Other than as described above, no patent or copyright registrations are material to the franchise.

There are no presently effective material determinations of the United States Copyright Office or any court regarding the above described copyright registrations (the "**Copyrights**").

There are no currently effective agreements that limit our right to use the Copyrights.

We do not know of any infringement of the Copyrights that could materially affect the franchisee.

Any apparent infringement of or challenge to the Copyrights should be brought to our attention immediately. We are not contractually obligated by the Franchise Agreement to protect the Copyrights or to protect you against claims of infringement with respect to your use of the Copyrights, but it is our policy to do so when, in the opinion of our legal counsel, the right to use the Copyrights requires protection. In such a case, we will pay all costs, including attorneys' fees and court costs, associated with any litigation required to defend or protect the authorized use of the Copyrights. You must cooperate with us and our affiliates in any such litigation. You may not communicate with any person other than us or our counsel regarding any such matter. You may not settle any claim without our written consent. We have sole discretion to take any appropriate action. We have the right to control exclusively any litigation regarding the Copyrights. We have the right to modify or discontinue the use of the website and the Copyrights.

Although we have not obtained a copyright registration, we or our affiliates own the copyright in our Operations Manual, advertising and marketing materials, training materials, software and other works.

Your personnel must assign the copyright in the documentation content created through the MULTIVISTA Business to us, you, or the client as we may designate from time to time.

We consider our Operations Manual and related materials, training materials, our Licensed Methods, our current software, and any software that we may in the future develop to be our proprietary and confidential property and a trade secret. They may be used by you only as described in the Franchise Agreement. We require that you maintain the confidentiality of our and our affiliates' information and adopt reasonable procedures to prevent unauthorized disclosure of these secrets and information. We also require you to maintain the confidentiality of third-party information that is provided to us in confidence and that we may provide to you. However, nothing in the Franchise Agreement prohibits you from disclosing confidential information directly to federal or state governmental authorities to the extent necessary to report potential violations of applicable law or assist in governmental investigative, enforcement, or oversight efforts.

### **ITEM 15**

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

You (or your managing partner or principal shareholder) are not obligated to participate personally in the direct operation of your Business, although we recommend that you do so. If you (or your managing partner or principal shareholder) do not participate in the full-time day-to-day operation of the Business, you must designate a principal operator (“**Principal Operator**”) to be responsible for the full-time direct supervision of the Business operations and sales. If you are a corporation, limited liability company or partnership, we do not require that your Principal Operator own an equity interest in such entity. You or, if applicable, the Principal Operator, are required to successfully complete our mandatory initial training program.

Each photographer, videographer, UAV operator, laser scanner operator and other field personnel you utilize in your Business must successfully complete each applicable certification program or otherwise meet our certification requirements prior to providing the construction and existing facilities documentation services and other approved products and services. Each operations manager, sales manager, inside and outside sales person, account manager, client trainer and other staff must successfully complete each applicable certification program or otherwise meet our certification requirements prior to managing, selling, training or otherwise providing the construction and existing facilities documentation services and client support services.

In addition to your or your Principal Operator's full-time supervision of the Business, depending on the size and population of your Territory and other variables, you must, prior to the commencement of the operation of your MULTIVISTA Business, engage and then maintain during the term of the Franchise Agreement a minimum number of full-time internal and external salespersons, operation managers, photographers, videographers, UAV operators, laser scanner operators and other personnel providing the construction and existing facilities documentation services, account managers, client trainers, field representatives and other staff we may designate (the “**Minimum Staffing Requirements**”). The Minimum Staffing Requirements are solely for the purpose of ensuring that you initially have sufficient staff to operate the MULTIVISTA Business at a minimum capacity and efficiency. Additional staffing will be necessary as your Business develops. You acknowledge and agree that you are solely responsible for all decisions relating to the employees that you hire to assist in the operation of the MULTIVISTA Business. You also acknowledge and agree that you are exclusively responsible for the terms and conditions of employment of the employees retained by you to comply with the Minimum Staffing Requirements or otherwise. The Minimum Staffing Requirements will be described in an exhibit to your Franchise

Agreement. Unless otherwise agreed in writing by us, each staff person retained by you to comply with the Minimum Staffing Requirements must be full-time or, if multiple staff persons are retained for a position, such staff persons must add up to a full time equivalent, must fill only a single required position and, if you operate additional Businesses in other Territories, must be assigned to perform their duties only in the Territory designated in a single Franchise Agreement. If any required staff person is terminated by you or otherwise terminates their relationship with your Business, you must, within 75 days from the date of the departure of the required staff person, replace the required staff person. The failure to comply with the Minimum Staffing Requirements will constitute a default under the Franchise Agreement, and could result in: (i) losing your rights to your Territory, which loss of territorial rights would permit us, our affiliates, designees or other franchisees to provide MULTIVISTA Business products and services in your Territory and locate and operate MULTIVISTA Businesses in your Territory or (ii) termination of the Franchise Agreement. The Minimum Staffing Requirements may be adjusted by us upon any renewal of the Franchise Agreement.

If you are a corporation, limited liability company or partnership, your Principal Operator and each of your officers, directors, shareholders, members, managers, partners, agents, and beneficial owners (and, if you are an individual, immediate family members) must execute our standard Nondisclosure and Noncompetition Agreement, a copy of which is attached to this Disclosure Document as Exhibit C. In addition, you must execute a nondisclosure and noncompetition agreement (in the form we approve, which will be substantially similar to Exhibit C) with your employees and other persons and entities that we designate, in order to protect the confidential information of and relating to your Business, other MULTIVISTA Businesses and the Licensed Methods. Other than the above, we make no other recommendations and have no other requirements regarding employment or other written agreements between you and your employees. Prospective franchisees must execute our standard Confidentiality Agreement, a copy of which is attached to this Disclosure Document as Exhibit J.

Each of your photographers, videographers, UAV operators, laser scanner operators and other operations personnel providing the documentation services must execute our Certified Documentation Specialist Agreement in the form that we require from time to time. The current Certified Documentation Specialist Agreement is attached to this Disclosure Document as Exhibit D.

Each of your owners and other principals designated by us must sign an agreement (Exhibit II to Franchise Agreement) guaranteeing and agreeing to perform all obligations of the named Franchisee under the Franchise Agreement.

## **ITEM 16**

### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer for sale and sell through the Business only those MULTIVISTA products and services that we have approved. Except with our prior written consent, which consent may be refused, subject to conditions, modified or withdrawn at any time and for any reason or no reason, you must sell all of the products and services approved or designated by us. There are no limits on our right to approve or designate such products and services. If you do not sell a particular product or service, we or our designee, including other MULTIVISTA Businesses, reserve the right to offer, sell and provide such MULTIVISTA Business product or service in your Territory. We have the right to add to, delete or change the types of approved products and services, and there are no limits on our right to do so, although we will provide you with written notice 30 days before any change becomes effective. You may incur costs to provide such additional products and services. You may not offer for sale any products or perform any services that we have not approved, including alternate or complimentary products or services, nor can you engage in any other business enterprise through the entity that you use to operate the Business without our prior written

consent. (See Items 8 and 11). You must comply with our standards and specifications for the products and services offered through your Business.

You may only solicit clients and provide MULTIVISTA Business products and services to clients whose construction sites and existing facilities are located within your Territory. You must refer, without charge, except that the referring franchisee and the referred to franchisee may agree to the payment of a referral fee, client opportunities and orders for MULTIVISTA Business products and services to client construction sites and existing facilities in the Territory of another MULTIVISTA franchisee or a Business owned by us or our affiliates to such other franchisee or to us or our affiliate, as applicable. With our prior written consent, which consent will include conditions, including payment of a higher percentage Out of Territory Royalty, and subject to the territorial rights of other franchisees and standards and policies that we may establish from time to time and describe in our Operations Manual, you may provide MULTIVISTA Business products and services in a limited area outside of your Territory if the products and services can be provided substantially in accordance with our minimum standards and specifications which relate to scheduling, quality and similar considerations. Our consent may be refused, modified or withdrawn at any time for any reason or no reason in our sole discretion. See Item 12.

We reserve the right to restrict your provision of MULTIVISTA Business products and services to National Accounts and clients endorsed, assigned or referred by National Accounts. See Item 12. Other than the above, there are no restrictions on products or services offered or sold by you or on the clients to whom you may sell.

## ITEM 17

### RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

#### THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement and Other Agreements	Summary
(a) Length of the franchise term	Section 17.1; Section 4 of Hosting Agreement	10 years; Hosting Agreement co-terminus with Franchise Agreement
(b) Renewal or extension of the term	Article 17	If you are in full compliance, you may acquire a successor franchise for the term in the then current Franchise Agreement.
(c) Requirements for franchisee to renew or extend	Sections 17.3 and 17.4	Provide timely written notice to Franchisor, timely execute then current Franchise Agreement which may contain terms and conditions that are materially different from those in your original Franchise Agreement, upgrade Business to then current standards, execute release, pay fee, and have been in substantial compliance with Franchise Agreement. If you seek

<b>Provision</b>	<b>Section in Franchise Agreement and Other Agreements</b>	<b>Summary</b>
		to renew your franchise, you may be asked to sign a contract with materially different terms and conditions than your original contract.
(d) Termination by franchisee	Not Applicable	Not Applicable
(e) Termination by franchisor without cause	Not Applicable	Not Applicable
(f) Termination by franchisor with cause	Sections 18.1, 18.2, 18.3 and 18.4	We can terminate only if you commit any one of several listed violations.
(g) “Cause” defined-curable defaults	Sections 18.1, 18.2, 18.3 and 18.4; Section 10 of Hosting Agreement	30 days for operational defaults, 10 days for monetary defaults or misuse of Licensed Methods or Marks and 90 days for defaults under the Minimum Sales Requirement and Minimum Staffing Requirements.
(h) “Cause” defined-non-curable defaults	Sections 5.6, 10.3 and 18.1; Section 10 of Hosting Agreement	Unauthorized disclosure, conviction of a crime, abandonment, unapproved transfers, bankruptcy <sup>1</sup> , assignment for benefit of creditors, unsatisfied judgments, repeated violations, material misrepresentation or omission, unethical or dishonest conduct, loss of Territory rights -- Minimum Sales Requirement (three calendar quarters) and Minimum Staffing Requirements.
(i) Franchisee’s obligations on termination/nonrenewal	Section 18.6	Pay outstanding amounts, de-identification, return of confidential information, client list, and telephone numbers, (see also r).
(j) Assignment of contract by franchisor	Section 16.6	No restriction on our right to assign.
(k) “Transfer” by franchisee – defined	Sections 16.1, 16.2, 16.5 and 16.7	Includes transfer of contract or assets or certain changes in ownership if you are an entity.
(l) Franchisor approval of transfer by franchisee	Sections 16.1, 16.2 and 16.3	We have the right to approve all transfers, our consent not to be unreasonably withheld.

<b>Provision</b>	<b>Section in Franchise Agreement and Other Agreements</b>	<b>Summary</b>
(m) Conditions for franchisor approval of transfer	Sections 16.2 and 16.3; Section 9 of Hosting Agreement	Transferee qualifies to become a franchisee, all amounts due are paid in full, transferee completes training, transfer fee paid, then current contract signed, general release signed and noncompetition covenant. The Hosting Agreement is transferable only with the Franchise Agreement.
(n) Franchisor's right of first refusal to acquire franchisee's business	Section 16.4	We can match any offer.
(o) Franchisor's option to purchase franchisee's business	Section 18.6	Upon termination or nonrenewal, we can purchase all or a portion of the assets of your Business.
(p) Death or disability of franchisee	Section 16.7	Franchise must be assigned to approved transferee within 180 days.
(q) Non-competition covenants during the term of the franchise	Section 20.1	No involvement in competing business and no diversion of employees or clients.
(r) Non-competition covenants after the franchise is terminated or expires	Section 20.2	No competing business for 2 years within the Territory or within any other Territory of a MULTIVISTA Business operating as of the termination or expiration and no diversion of our and MULTIVISTA Business clients and employees to a competing business for two years.
(s) Modification of the agreement	Section 23.1	No modifications generally but Operations Manual subject to change.
(t) Integration/merger clause	Section 23.2	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside the Disclosure Document and the Franchise Agreement may not be enforceable.

<b>Provision</b>	<b>Section in Franchise Agreement and Other Agreements</b>	<b>Summary</b>
(u) Dispute resolution by arbitration or mediation	Sections 22.1 and 22.2; Section 12 of Hosting Agreement	All disputes except our enforcement of our trademark, declaratory and equitable relief, including injunctive relief, and actions for ejectment or possession of personal property will be arbitrated in the city where we either then maintain our principal business address (currently Dallas, Texas) or then have an office.
(v) Choice of forum	Section 22.3	Subject to arbitration requirement, litigation generally must be in courts closest to our then current principal business address (currently Dallas, Texas) (subject to state law).
(w) Choice of law	Section 22.3	Except for Federal Arbitration Act and other federal law, Texas law applies (subject to state law).
(x) Limitations of Claims	Section 22.3	Any and all claims arising out of the Franchise Agreement or the relationship between you and us must be made by written notice to the other party within 1 year from the occurrence of the facts giving rise to such claim (regardless of when it becomes known); except for claims arising from: (A) under reporting of Gross Sales; (B) under payment of amounts owed to us or our affiliates; (C) claims for indemnification; and/or (D) unauthorized use of the Marks. This provision does not limit the right to terminate the Franchise Agreement in any way. This limitations period does not apply: (i) if prohibited by applicable law; or (ii) if applicable law provides for a shorter limitations period.

<sup>1</sup> This provision may not be enforceable under federal bankruptcy law.

### **ITEM 18**

#### **PUBLIC FIGURES**

There is no compensation or other benefit given or promised to any public figure arising from either the use of the public figure in the name or symbol of the Franchise or the endorsement or recommendation

of the Franchise by the public figure in advertisements. There are no public figures involved in our management.

The Franchise Agreement does not prohibit you from using the name of a public figure or celebrity in your promotional efforts or advertising and marketing; however, all advertising and marketing requires our approval.

## **ITEM 19**

### **FINANCIAL PERFORMANCE REPRESENTATIONS**

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Daniel S. McRae at 4299 Canada Way, Suite 101, Burnaby, British Columbia, Canada V5G 1H3, Telephone (604) 988-4280, the Federal Trade Commission, and the appropriate state regulatory agencies. You should not rely on unauthorized representations as to earnings, sales, profits or prospects or chances of success.

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**ITEM 20**

**OUTLETS AND FRANCHISEE INFORMATION**

**Table 1**

**SYSTEMWIDE OUTLET SUMMARY  
FOR YEARS 2022 TO 2024<sup>(1)</sup>**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
<b>Franchised</b>	2022	73	67	-6
	2023	67	68	+1
	2024	68	69	+1
<b>Company and Affiliate-Owned</b>	2022	4	4	0
	2023	4	3	-1
	2024	3	4	+1
<b>Total Outlets</b>	<b>2022</b>	<b>77</b>	<b>71</b>	<b>-6</b>
	<b>2023</b>	<b>71</b>	<b>71</b>	<b>0</b>
	<b>2024</b>	<b>71</b>	<b>73</b>	<b>+2</b>

<sup>(1)</sup> All numbers are as of December 31st of each year.

**Table 2**

**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS  
(OTHER THAN FRANCHISOR)  
FOR YEARS 2022 TO 2024<sup>(1)</sup>**

<b>State/Country</b>	<b>Year</b>	<b>Number of Transfers</b>
Alabama	2022	2
	2023	0
	2024	0
Connecticut	2022	1
	2023	0
	2024	0
Louisiana	2022	1
	2023	0
	2024	0
Mississippi	2022	1
	2023	0
	2024	0

<b>State/Country</b>	<b>Year</b>	<b>Number of Transfers</b>
New Jersey	2022	1
	2023	0
	2024	0
New York	2022	1
	2023	0
	2024	0
North Carolina	2022	0
	2023	1
	2024	0
Tennessee	2022	1
	2023	0
	2024	0
Texas	2022	0
	2023	2
	2024	0
Washington	2022	0
	2023	0
	2024	1
<b>Totals</b>	<b>2022</b>	<b>8</b>
	<b>2023</b>	<b>3</b>
	<b>2024</b>	<b>1</b>

<sup>(1)</sup> All numbers are as of December 31st of each year.

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**Table 3**  
**STATUS OF FRANCHISED OUTLETS**  
**FOR YEARS 2022 TO 2024<sup>(1)</sup>**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama <sup>(2)</sup>	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Arizona	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	1	1
	2024	1	0	0	0	0	0	1
California	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Colorado	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Connecticut	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Delaware	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
District of Columbia	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Florida	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Georgia	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Illinois	2022	2	0	0	0	1	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Indiana	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Iowa	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Kentucky	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Louisiana	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Maryland	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Massachusetts	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Michigan	2022	1	0	0	0	1	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Minnesota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Mississippi <sup>(3)</sup>	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Missouri	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Nebraska	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
North Carolina	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Nevada	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New Jersey	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New York	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Ohio	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Oregon	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Pennsylvania	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
South Carolina	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Tennessee	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	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Texas	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Utah	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Virginia	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Washington	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
West Virginia	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Wisconsin	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Australia	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Bahrain	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Canada <sup>(3)</sup>	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	1	0	4
Chile	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Colombia	2022	1	0	0	0	1	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
England	2022	2	0	0	0	0	0	2
	2023	2	4	0	0	0	0	6
	2024	6	1	0	0	0	0	7
Panama	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Puerto Rico	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Scotland	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Serbia <sup>(3)</sup>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
United Arab Emirates	2022	1	0	0	0	0	0	1
	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
<b>Totals</b>	<b>2022</b>	<b>73</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>67</b>
	<b>2023</b>	<b>67</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>68</b>
	<b>2024</b>	<b>68</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>69</b>

(1) All numbers are as of December 31st of each year.

(2) In 2022, the Mobile/Gulf Coast territory was consolidated into the Birmingham territory. The Mississippi territory was consolidated between the Memphis territory and the Baton Rouge/New Orleans territory.

(3) MVS Canada, our subsidiary, is the franchisor of Businesses located in Canada and Serbia.

**Table 4**  
**STATUS OF COMPANY AND AFFILIATE-OWNED OUTLETS**  
**FOR YEARS 2022 TO 2024<sup>(1)</sup>**

State/Province	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired by Franchisor	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Texas	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
British Columbia, Canada	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Ontario, Canada	2022	1	0	0	0	0	1
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
China <sup>(2)</sup>	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Switzerland	2022	1	0	0	0	0	1
	2023	1	0	1	0	0	0
	2024	0	0	0	0	0	0
<b>Totals</b>	<b>2022</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>
	<b>2023</b>	<b>4</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>
	<b>2024</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>

(1) All numbers are as of December 31st of each year.

(2) The China Outlet operates under an informal licensing arrangement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Table 5**  
**PROJECTED NEW FRANCHISED OUTLETS**  
**AS OF DECEMBER 31, 2024**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company Owned Outlets In The Next Fiscal Year
Hawaii	0	1	0
Kentucky	0	1	0
<b>TOTALS</b>	<b>0</b>	<b>2</b>	<b>0</b>

A list of the names of all Franchisees in the United States and its territories, Canada, Australia, Bahrain, China, England, Panama, Scotland, and Serbia, as of December 31, 2024 and the addresses and telephone numbers of their MULTIVISTA Businesses are listed as Exhibit E to this Disclosure Document. A list of the name, current business address and telephone number (or, if unknown, the last known home telephone number) of every Franchisee in the United States and its territories, Canada, Australia, Bahrain, China, England, Panama, Scotland, and Serbia, who has had a Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during fiscal year 2024 or who has not communicated with us within 10 weeks of the date of this Disclosure Document is listed on Exhibit F to this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, in some instances, current and former franchisees signed provisions restricting their ability to speak openly about their experience with us or the MULTIVISTA franchise program. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

No independent franchisee organizations have asked to be included in this Disclosure Document.

**ITEM 21**

**FINANCIAL STATEMENTS**

Attached to this Disclosure Document as Exhibit G are our consolidated audited balance sheets as of December 31, 2022, 2023 and 2024 and the related statements of income, comprehensive income and member’s equity and cash flows for the years ended December 31, 2022, December 31, 2023 and December 31, 2024. The consolidated financial statements have been prepared using the U.S. Dollar.

**ITEM 22**

**CONTRACTS**

Attached to this Disclosure Document are the following contracts:

Exhibit B	Franchise Agreement
Exhibit C	Nondisclosure and Noncompetition Agreement
Exhibit D	Multivista Certified Documentation Specialist Agreement
Exhibit I	State Addenda and Riders to Disclosure Document, Franchise Agreement and Other Agreements
Exhibit J	Confidentiality Agreement
Exhibit K	Release
Exhibit L	Amendment to Franchise Agreement – Transfers
Exhibit M	Amendment to Franchise Agreement – Renewals
Exhibit N	Equipment Finance Agreement

**ITEM 23**

**RECEIPTS**

The last page of the Disclosure Document (following the exhibits and attachments) is a document acknowledging receipt of the Disclosure Document by you (one copy for you and one copy to be signed and returned to us).

**EXHIBIT A  
(TO DISCLOSURE DOCUMENT)**

**LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS**

**LIST OF STATE AGENCIES**

**California**

Department of Financial Protection  
and Innovation  
320 West 4th Street, Suite 750  
Los Angeles, CA 90013-2344  
(866) 275-2677

**Connecticut**

Connecticut Department of Banking  
260 Constitution Plaza  
Hartford, CT 06103-1800  
(860) 240-8230

**Florida**

Department of Agriculture  
and Consumer Services  
Division of Consumer Services  
P.O. Box 6700  
Tallahassee, FL 32399-6700  
(850) 410-3800

**Hawaii**

Dept. of Commerce  
and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 205  
Honolulu, HI 96810  
(808) 586-2722

**Illinois**

Office of Attorney General  
Franchise Division  
500 South Second Street  
Springfield, IL 62701  
(217) 782-1090

**Indiana**

Indiana Secretary of State  
Securities Division  
302 West Washington St., Room E-111  
Indianapolis, IN 46204  
(317) 232-6681

**Maryland**

Office of Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, MD 21202-2020  
(410) 576-6360

**Michigan**

Michigan Dept. of Attorney General  
Consumer Protection Division  
Franchise Section  
525 W. Ottawa Street  
Lansing, MI 48906  
(517) 335-7622

**Minnesota**

Minnesota Department of Commerce  
85 7th Place East, Suite 280  
St. Paul, MN 55101  
(651) 539-1500

**Nebraska**

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

**New York**

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21st Floor  
New York, NY 10005  
(212) 416-8222

**North Dakota**

North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol, 14th Floor  
Bismarck, ND 58505-0510  
(701) 328-2910

**Oregon**

Department of Insurance and Finance  
Corporate Securities Section  
Labor and Industries Building  
Salem, OR 97310  
(503) 378-4387

**Rhode Island**

Department of Business Regulation  
Division of Securities  
1511 Pontiac Avenue  
John O. Pastore Complex – Bldg. 69-1  
Cranston, Rhode Island 02920  
(401) 462-9527

**South Dakota**

Division of Insurance  
Division of Securities  
124 S. Euclid Avenue, 2nd Floor  
Pierre, SD 57501  
(605) 773-3563

**Texas**

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

**Utah**

Division of Consumer Protection  
Utah Department of Commerce  
P.O. Box 146705  
Salt Lake City, Utah 84114-6705  
(801) 530-4849

**Virginia**

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

**Washington**

Department of Financial Institutions  
Securities Division  
PO Box 41200  
Olympia, WA 98504-1200  
(360) 902-8760

**Wisconsin**

Department of Financial Institutions  
Division of Securities  
4822 Madison Yards Way, North Tower  
Madison, WI 53705  
(608) 266-0448

## LIST OF AGENTS FOR SERVICE OF PROCESS

### **California**

Commissioner of Financial Protection  
and Innovation

Los Angeles:  
320 West 4th Street, Suite 750  
Los Angeles, CA 90013-2344  
(866) 275-2677

Sacramento:  
2101 Arena Blvd.  
Sacramento, CA 95834  
(866) 275-2677

San Francisco:  
One Sansome Street, Ste. 600  
San Francisco, CA 94104-4428  
(866) 275-2677

### **Connecticut**

Banking Commissioner  
Connecticut Department of Banking  
260 Constitution Plaza  
Hartford, CT 06103-1800  
(860) 240-8230

### **Hawaii**

Commissioner of Securities  
Hawaii Dept. of Commerce  
& Consumer Affairs  
335 Merchant Street, Room 205  
Honolulu, HI 96813  
(808) 586-2722

### **Illinois**

Office of Attorney General  
Franchise Division  
500 South Second Street  
Springfield, Illinois 62701  
(217) 782-1090

### **Indiana**

Indiana Secretary of State  
Securities Division  
302 West Washington St., Room E-111  
Indianapolis, IN 46204  
(317) 232-6681

### **Maryland**

Maryland Securities Commissioner  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2020  
(410) 576-6360

### **Michigan**

Michigan Dept. of Attorney General  
Consumer Protection Division  
Franchise Section  
525 W. Ottawa Street  
Lansing, MI 48906  
(517) 335-7622

### **Minnesota**

Commissioner of Commerce  
Department of Commerce  
85 7th Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1500

### **New York**

Secretary of State  
99 Washington Avenue  
Albany, NY 12231

### **North Dakota**

Securities Commissioner  
North Dakota Securities Department  
600 E. Boulevard Avenue  
State Capitol, 14th Floor  
Bismarck, ND 58505-0510  
(701) 328-2910

### **Oregon**

Director of Oregon Department  
of Insurance and Finance  
700 Summer Street, N.E.  
Suite 120  
Salem, Oregon 97310  
(503) 378-4387

### **Rhode Island**

Director of Rhode Island  
Depr. of Business Regulation  
1511 Pontiac Avenue  
John O. Pastore Complex – Bldg. 69-1  
Cranston, Rhode Island 02920  
(401) 462-9527

### **South Dakota**

Director of South Dakota  
Division of Insurance - Securities  
Regulation  
124 S. Euclid Avenue, 2<sup>nd</sup> Floor  
Pierre, South Dakota 57501  
(605) 773-3563

### **Virginia**

Clerk of the  
State Corporation Commission  
1300 East Main Street, 1st Floor  
Richmond, Virginia 23219  
(804) 371-9733

### **Washington**

Director of Department of  
Financial Institutions  
150 Israel Road S.W.  
Tumwater, Washington 98501  
(360) 902-8760

### **Wisconsin**

Commissioner of Securities  
PO Box 1768  
345 W. Washington Ave., 4th Floor  
Madison, Wisconsin 53703  
(608) 261-9555

**EXHIBIT B  
(TO DISCLOSURE DOCUMENT)**

**MULTIVISTA SYSTEMS LLC  
FRANCHISE AGREEMENT**

**MULTIVISTA SYSTEMS LLC**  
**FRANCHISE AGREEMENT**

Franchisee: \_\_\_\_\_  
Date: \_\_\_\_\_  
Territory: \_\_\_\_\_  
\_\_\_\_\_

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EXHIBITS

- I. Addendum to Franchise Agreement
- II. Personal Guaranty
- III. Statement of Ownership
- IV. Hosting Agreement

**MULTIVISTA SYSTEMS LLC  
FRANCHISE AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MULTIVISTA SYSTEMS LLC**, a Delaware limited liability company, located at 129 S. Main Street, Suite 200, Grapevine TX 76051 (the “**Franchisor**”) and \_\_\_\_\_, located at \_\_\_\_\_ (the “**Franchisee**”), who, on the basis of the following understandings and agreements, agree as follows:

**1. PURPOSE**

**1.1** The Franchisor has developed methods for establishing and operating businesses which provide construction and existing facilities documentation services and other approved products and services to all stakeholders in the construction and facilities management industries, including property developers, contractors, owners, project managers, facilities managers, engineers and architects, insurance companies, lenders, and others (“**MULTIVISTA Businesses**” or “**Businesses**”) and which include the use and license of the service mark “**MULTIVISTA**” and certain other valuable trade names, service marks and trademarks owned or licensed by the Franchisor (the “**Marks**”), and the Franchisor’s distinctive plans for the establishment, operation and promotion of **MULTIVISTA Businesses** and related licensed methods of doing business (the “**Licensed Methods**”).

**1.2** The Franchisor grants the right to others to develop and operate a **MULTIVISTA Business**, under the **Marks** and pursuant to the **Licensed Methods**.

**1.3** The Franchisee desires to establish a **MULTIVISTA Business** and the Franchisor desires to grant the Franchisee the right to operate a **MULTIVISTA Business** under the terms and conditions which are contained in this Agreement.

**2. GRANT OF FRANCHISE**

**2.1** **Grant of Franchise.** The Franchisor grants to the Franchisee, and the Franchisee accepts from the Franchisor, the non-exclusive right to use the **Marks** and **Licensed Methods** in connection with the establishment and operation of a **MULTIVISTA Business**. The Franchisee agrees to use the **Marks** and **Licensed Methods**, as they may be changed, improved, and further developed by the Franchisor from time to time, only in accordance with the terms and conditions of this Agreement.

**2.2** **Scope of Franchise Operations.** The Franchisee agrees at all times to faithfully, honestly and diligently perform the Franchisee’s obligations hereunder, and to continuously use best efforts to promote the **MULTIVISTA Business**. The Franchisee agrees to utilize the **Marks** and **Licensed Methods** to operate all aspects of the **Business** franchised hereunder in accordance with the methods and systems developed and prescribed from time to time by the Franchisor, all of which are a part of the **Licensed Methods**.

**3. BUSINESS LOCATION AND TERRITORY**

**3.1** **Business Location.** The Franchisee is granted the right and franchise to own and operate a **MULTIVISTA Business** from and through the office location as set forth in **Exhibit I**, attached hereto and incorporated herein by reference (“**Business Location**”). The **Business Location** shall be located within the **Territory** (defined below).

**3.2** **Territory and Limitation on Franchise Rights.** The Franchisor shall designate an area encompassed by the boundaries described in **Exhibit I** (“**Territory**”). The Franchisee must use its best

efforts to market, advertise and solicit clients for the provision of construction and existing facilities documentation and other approved products and services designated by the Franchisor to client construction sites and existing facilities located within the Territory. If the Franchisee is in compliance with this Agreement including, without limitation, the Minimum Sales Requirement described in Section 10.3 of this Agreement, the Minimum Staffing Requirements described in Section 5.6 of this Agreement, and subject to the reservation of rights of the Franchisor described in Section 3.5 of this Agreement, the Franchisor will not establish and operate, nor license anyone else to establish and operate, a MULTIVISTA Business in the Territory. The Franchisee shall limit the solicitation of clients and the sale and provision of MULTIVISTA Business services and products to clients which have construction sites and existing facilities located within the Territory. The Franchisee will refer, without charge, except that the referring franchisee and the referred to franchisee may agree to the payment of a referral fee, client opportunities and orders for the provision of MULTIVISTA Business services and products to client construction sites and existing facilities located within a territory of another MULTIVISTA franchisee or affiliate or company-owned MULTIVISTA Business to such other franchisee or to the Franchisor or the Franchisor's affiliate, as may be applicable. Except as set forth below in this Section 3.2, the Franchisee shall not market, advertise or otherwise solicit clients to provide MULTIVISTA Business services and products outside of the Territory and the Franchisee shall not utilize other channels of distribution to make sales outside the Territory. With the Franchisor's prior written consent, which consent may be refused, modified or withdrawn at any time for any reason or no reason and in the Franchisor's sole discretion, the Franchisee may provide MULTIVISTA Business services and products to client construction sites and existing facilities located within a limited area outside the Territory if: (a) no other MULTIVISTA franchisee or company or affiliate-owned MULTIVISTA Business has been granted or retained the right to operate a Business in such geographic area and (b) if such services and products can be provided substantially in accordance with the minimum standards and specifications of the Franchisor which relate to quality and similar considerations. Any such written approval is conditioned upon, without limitation, the Franchisee paying to the Franchisor the Out of Territory Royalty in accordance with Section 11.5 of this Agreement and the right of the Franchisor to modify or revoke such approval at any time for any reason or no reason. If the Franchisor revokes its written consent, the Franchisee shall immediately cease providing MULTIVISTA Business services and products to these out of Territory client construction sites and existing facilities and cooperate in the transfer of these client construction sites and existing facilities as directed and without compensation.

**3.3 No Relocation.** The Franchisee may not change the Territory without the prior written approval of the Franchisor. The Franchisee shall not be permitted to relocate the Business Location without the Franchisor's prior written consent which shall not be unreasonably withheld. It shall be deemed reasonable for the Franchisor to withhold its consent if the Franchisee wishes to locate the Business Location outside of the Territory.

**3.4 National Accounts; Administrative Fees.** The Franchisor and its affiliates may, from time to time, contract with or enter into a strategic alliance or similar relationship with "National Accounts" to directly or indirectly provide MULTIVISTA Business services and products. A "**National Account**" means any business, organization, governmental entity, quasi-governmental entity or other entity that conducts operations or represents a client-base, either directly or through agents, affiliates, dealerships, independent contractors, subsidiaries, franchisees, licensees, members or agencies, in two or more states or in two or more MULTIVISTA Business territories and that has entered into a National Account Relationship with Franchisor or its affiliates. A "**National Account Relationship**" shall include any contractual relationship, strategic alliance or similar relationship with the Franchisor or its affiliates for (a) the Franchisor's provision of MULTIVISTA Business services and products to the National Account or (b) in consideration of the National Account providing endorsements, assignments or referrals for the provision of MULTIVISTA Business services and products to clients. If the Franchisor or its affiliates have a National Account Relationship with a National Account, the Franchisor will contact the Franchisee to provide it with an opportunity to provide MULTIVISTA Business services and products to the National

Account at its construction sites and existing facilities within the Territory of the Franchisee, or to a client endorsed, assigned or referred to the Franchisor by the National Account and which client has a construction site, existing facility or opportunity within the Territory, under the terms and conditions established by the National Account Relationship (e.g. qualifications, conditions for availability, price, discounts and other requirements). If within 5 days of the Franchisor contacting the Franchisee, the Franchisee is unable to provide MULTIVISTA Business services and products for any reason, including not being qualified to service the National Account or client endorsed, assigned or referred by the National Account, as determined by Franchisor in the Franchisor's sole discretion, or if the Franchisee does not elect to provide the services and products in accordance with the agreed upon terms and conditions established by the National Account Relationship or in accordance with the standards and policies established by the Franchisor, the Franchisor, its affiliates or designees, including other franchisees, will have the right to provide the MULTIVISTA Business services and products to the National Account or any endorsed, assigned or referred clients at their construction sites and existing facilities within the Franchisee's Territory and the Franchisee will have no right or have waived its right to provide the MULTIVISTA Business services and products to the National Account or any endorsed, assigned or referred clients within the Franchisee's Territory during the National Account Relationship. In addition, the Franchisee will not be entitled to receive any compensation or proceeds from the provision of such services and products to the National Account or any endorsed, assigned or referred clients within the Territory. Notwithstanding any statements to the contrary herein, the Franchisor reserves the right to restrict the Franchisee's provision of the MULTIVISTA Business services and products to National Accounts and clients endorsed, assigned or referred by National Accounts per project within the Territory. The Franchisor has the exclusive right to contract with and control all business with National Accounts, subject to the right of the Franchisee to provide the MULTIVISTA Business services and products as described above in this Section 3.4. The Franchisee shall comply with (i) the then-current operating procedures and standards established by the Franchisor relating to National Accounts generally and any specific National Account as set forth in this Agreement or in the Operations Manual; (ii) the terms and conditions of a National Account Relationship including, but not limited to, the insurance requirements; and (iii) the then-current operating procedures and standards established by a National Account relating to the provision of the MULTIVISTA Business services and products. If the Franchisee elects to provide the MULTIVISTA Business services and products to the National Account (the "**Servicing Franchisee**"), the Servicing Franchisee shall pay to the Franchisor a monthly National Account administrative fee in the amount designated by the Franchisor from time to time. The National Account administrative fee is due and payable at the time and in the manner the Franchisor shall designate from time to time. With the Franchisor's prior written consent, which consent may be refused, modified or withdrawn at any time for any reason or no reason and in the Franchisor's sole discretion, the Franchisor may permit a Franchisee that secured a National Account to provide assistance in managing the relationship with the National Account and otherwise assist in administering the National Account in accordance with the standards and policies promulgated by the Franchisor or the Franchisor provides these services ("**National Account Manager**"). In addition to the National Account administrative fee paid to the Franchisor, the Servicing Franchisee shall pay to the National Account Manager franchisee or to the Franchisor a management fee in the amount designated by the Franchisor from time to time (the "**National Account Management Fee**"). The National Account Management Fee shall be due and payable at such times and in the manner designated by the Franchisor from time to time. The National Account administrative fee, the National Account Management Fee, Royalties, Advertising Contributions and other fees applicable to the National Account may be withheld by the Franchisor from payments received by the Franchisor from the National Account and retained by the Franchisor or distributed by the Franchisor to the National Account Manager franchisee, as applicable.

**3.5 Franchisor's Reservation of Rights.** The Franchisee expressly acknowledges that the franchise granted hereunder is nonexclusive and that the Franchisor and its affiliates and successors retain the rights, among others, without compensation to the Franchisee: (1) to use, and to license others to use, the Marks and Licensed Methods for the operation of MULTIVISTA Businesses at any location, other than in the

Territory; (2) to use the Marks to identify promotional and marketing efforts or related items, and to identify products and services distributed or otherwise made available through alternative channels of distribution (other than MULTIVISTA Businesses), at any location, including, without limitation, the Internet, telemarketing or other direct marketing; (3) to contract with or enter into strategic alliances or similar relationships with and provide services and products to National Accounts or clients referred or assigned by National Accounts at any location, subject to the Franchisee's rights as described above in Section 3.4; (4) to use and license the use of alternative proprietary marks (i.e., trademarks dissimilar from the "MULTIVISTA" marks) in the sale of products and services the same as, similar to, or dissimilar from, those which the Franchisee will sell, whether in alternative channels of distribution including, without limitation, the Internet, telemarketing, or other direct marketing, or with the operation of businesses which are the same as, or similar to, or different from MULTIVISTA Businesses (for example, if the Franchisor or its affiliates acquire or is acquired by another business that provides products and services the same or similar to a Business), at any location, and on any terms and conditions as the Franchisor deems advisable, and without granting the Franchisee any rights to them; and (5) to engage in any other activities not expressly prohibited by this Agreement.

#### 4. INITIAL FRANCHISE FEES

**4.1 Initial Franchise Fee.** In consideration for the right to develop and operate one MULTIVISTA Business, the Franchisee agrees to pay to the Franchisor an initial franchise fee as of the date of execution of this Agreement in the amount listed on and in accordance with the terms of the Addendum to this Agreement, attached hereto as Exhibit I. The Franchisee acknowledges and agrees that the initial franchise fee represents payment for the initial grant of the rights to use the Marks and Licensed Methods, that the Franchisor has earned the initial franchise fee upon receipt thereof and that the fee is under no circumstances refundable to the Franchisee after it is paid.

#### 5. DEVELOPMENT OBLIGATIONS

**5.1 Business Location.** The Franchisee shall operate the MULTIVISTA Business from commercial office space located within the Territory ("**Business Location**"). The Franchisee shall seek the Franchisor's approval of the proposed Business Location by submitting all information reasonably required by the Franchisor to assess a proposed Business Location. The Franchisor will not unreasonably withhold approval of a proposed Business Location that is located within the Territory, has access to the main metropolitan area in the Territory, and meets all of the Franchisor's other Business Location selection criteria. The Franchisee shall obtain the Franchisor's approval of the Business Location within 90 days of the date of execution of this Agreement. If the Franchisor disapproves of a site proposed by the Franchisee, the Franchisor will grant the Franchisee an additional, reasonable period of time to obtain approval of a different proposed Business Location, as may be determined in the Franchisor's reasonable business judgment. The Franchisee shall use the Business Location solely for the operation of the MULTIVISTA Business in the manner and pursuant to the standards and specifications prescribed in this Agreement and in the Operations Manual, and shall refrain from using or permitting the use of the Business Location for any other purpose or activity at any time. The Franchisee shall purchase or otherwise obtain for use at the Business Location equipment, technology and communication systems of a type and in an amount that complies with the minimum standards and specifications of the Franchisor. The Franchisee, at the Franchisee's sole cost, shall join a high speed internet connection service, maintain communication lines and wireless capability and otherwise obtain and maintain communication equipment and related service subscriptions meeting the Franchisor's standards and specifications to allow the Franchisor electronic access to information and data regarding the Franchisee's MULTIVISTA Business, to permit the Franchisee to upload construction and existing facilities documentation content and other authorized items to the Franchisor's website and otherwise facilitate communications among the Franchisor, the Franchisee and clients. The Franchisee shall purchase or lease a telephone with a separate telephone number dedicated

to the Business, a cellular telephone, a facsimile machine, a combined copier, scanner and printer and other items that comply with the Franchisor's standards and specifications.

**5.2 Vehicles, Equipment and Supplies.** The Franchisee shall operate the Business through approved vehicles and the Franchisee must have purchased or leased and have in operation at least two vehicles as of the commencement of Business operations. The Franchisee shall use such signage, decals, vehicle wrap or other brand identifying features with the vehicles as the Franchisor may designate from time to time. The Franchisee shall purchase or otherwise obtain for use in connection with the Business, equipment, camera, video, webcam, 3D Imager, 360 camera, laser scanner and other data collection equipment, unmanned aircraft vehicles and related equipment and items, and other equipment and technology designated by the Franchisor from time to time to provide the construction and existing facilities documentation services and other approved products and services, and supplies of a type and in an amount which complies with the standards and specifications of the Franchisor. The Franchisee acknowledges that the standards and specifications for the vehicles, equipment and supplies and related operating procedures for construction and existing facilities documentation and other approved products and services offered through the Business, are all standards and specifications which are a part of the Licensed Methods and therefore, all of the vehicles, equipment and supplies and other items must be purchased, leased, licensed or otherwise obtained either from the Franchisor or its affiliates as the Franchisor may designate from time to time, or if the Franchisor or its affiliates are not designated as the supplier, in accordance with the Franchisor's standards and specifications and only from suppliers or other sources designated or approved by the Franchisor.

**5.3 Computer Hardware, Software and other Technology.** The Franchisee shall acquire for the Business office computers, laptop computers, tablet computers and such other computer equipment and technology that the Franchisor may designate from time to time and which meets the Franchisor's standards and specifications. The Franchisee must purchase and use operations, client relationship management, accounting, unmanned aircraft, and laser scanning software related to the construction and existing facilities documentation services and other software and software as a service which is consistent with the standards and specifications of the Franchisor and that is obtained only from the Franchisor, its affiliates or suppliers designated or approved by the Franchisor. The Franchisee shall install, access, configure, utilize and integrate the computer hardware, software and other technology in accordance with the standards and specifications of the Franchisor. The Franchisee shall be responsible for all maintenance and update costs associated with the computer hardware, software and other technology. The Franchisor has the right to: (i) require on 30 days' notice that the Franchisee purchase, install and implement computer hardware, software, web applications and other technology updates and revisions for use in the operation of the MULTIVISTA Business; (ii) require that the Franchisor shall be given reasonable access to information and data regarding the MULTIVISTA Business by computer modem, internet connection or by other means and the Franchisee hereby consents to such access; (iii) develop or improve its own proprietary software, web applications, hosting services or other technology for use in MULTIVISTA Businesses and charge the Franchisee a licensing or other fee for such software, web applications, hosting services or other technology; (iv) derive revenue from computer software, web applications, hosting services or other technology maintenance and upgrade fees in the event the Franchisor develops or improves its own proprietary software, web applications, hosting services or other technology for use in MULTIVISTA Businesses; and (v) require that the Franchisee participate in all electronic data capture, maintenance and warranty or other similar programs that the Franchisor deems mandatory.

**5.4 Permits, Licenses and Certifications.** The Franchisee shall obtain and maintain all appropriate permits and business licenses, including but not limited to, valid driver's licenses for all drivers and current vehicle registrations for the vehicle(s) used in the Business and, if applicable, a license, registration or certification, as may be required for the lawful operation of the MULTIVISTA Business. In addition, the Franchisee shall obtain and maintain all required licenses, registrations and certifications for each employee

requiring licensure, registration or certification, including, but not limited to, licenses, registrations and certifications to provide the construction and existing facilities documentation services and as may be required for lawful operation of the MULTIVISTA Business.

**5.5 Commencement of Operations.** The Franchisee shall open a Business Location within the Territory and commence operation of the Business within 60 days after the date the Franchisee completes the Franchisor's initial training program or within 120 days after the date of this Agreement, whichever date occurs first. The Franchisee shall operate the Business without interruption following the date the Franchisee commences Business operations.

**5.6 Minimum Staffing Requirements.** Prior to the commencement of the operation of the MULTIVISTA Business, the Franchisee shall engage and then maintain during the term of this Agreement a minimum number of internal and external salespersons, managers, photographers, videographers, UAV operators, laser scanner operators and other documentation specialists, and other staff that the Franchisor shall designate (the "**Minimum Staffing Requirements**"). The Minimum Staffing Requirements are solely for the purpose of ensuring that the Franchisee has sufficient staff to operate the MULTIVISTA Business at a minimum capacity and efficiency. Additional staffing will be necessary as the MULTIVISTA Business develops. The Franchisee acknowledges and agrees that the Franchisee is solely responsible for all decisions relating to the employees that the Franchisee hires to assist in the operation of the MULTIVISTA Business. The Franchisee also acknowledges and agrees that the Franchisee is exclusively responsible for the terms and conditions of employment of the Franchisee's employees retained by the Franchisee to comply with the Minimum Staffing Requirements or otherwise. The Franchisee acknowledges and agrees that the staff retained by the Franchisee to comply with the Minimum Staffing Requirements are in addition to the Franchisee's obligation to designate a full-time Principal Operator to manage the Business in accordance with Sections 6.1 and 10.1.c. of this Agreement. Unless otherwise agreed in writing by the Franchisor, each staff person retained by the Franchisee to comply with the Minimum Staffing Requirements must be full-time or, if multiple staff persons are retained for a position, such staff persons must add up to a full time equivalent, must fill only a single required position and, if the Franchisee or affiliates operate additional Businesses in other territories, must be assigned to perform his or her duties only in the Territory designated in this Agreement. The Minimum Staffing Requirements shall be described in the Addendum to this Agreement, attached hereto as Exhibit I. If any required staff person is terminated by the Franchisee or otherwise terminates his or her relationship with the MULTIVISTA Business, the Franchisee shall replace the required staff person within 75 days from the date of the departure of the required staff person. The failure to meet the Minimum Staffing Requirements will be deemed a material breach of this Agreement, and the Franchisor shall have the right, in its sole discretion, to either (i) terminate the Franchisee's rights to the Territory and itself or through affiliates, designees or other franchisees provide MULTIVISTA Business products and services in the Territory and locate and operate MULTIVISTA Businesses in the Territory or (ii) terminate this Agreement, in accordance with Article 18 of this Agreement. Nothing in this Section 5.6 shall be deemed to make the Franchisee's employees, representatives or agents (i) subject to the control or right to control of the Franchisor or (ii) employees of the Franchisor. The Minimum Staffing Requirements may be adjusted upon any renewal of this Agreement.

## 6. TRAINING

**6.1 Initial Training Program.** The Franchisee or, if the Franchisee is not an individual, the owner of the Franchise designated to assume primary responsibility for the full-time management, including sales and operations, of the MULTIVISTA Business ("**Principal Operator**"), are required to attend and successfully complete the initial training program which is offered by the Franchisor via the Internet and at other locations designated by the Franchisor. All managers, inside and outside sales persons, construction and existing facilities documentation specialists, account managers, client trainers, field representatives and

other designated employees that sell or provide the construction and existing facilities documentation services or provide client support and training are also required to attend and successfully complete the applicable training. The Franchisor reserves the right to conduct training via the Internet or require in person attendance at locations designated by the Franchisor. See Sections 10.1.k and 10.1.m below. The Franchisee will be responsible for any and all travel and living expenses incurred in connection with attendance at the training program. At least one individual who will be responsible for the full-time daily management of the Business, or two individuals if the sales and operations responsibilities are split between two persons, must successfully complete the initial training program before the Business begins operating. The Franchisor reserves the right to waive a portion of the training program or alter the training schedule if, in the Franchisor's sole discretion, the Franchisee or Principal Operator has sufficient prior experience or training. Due to the Covid-19 pandemic and related governmental orders, in-person training may be delayed or, if feasible, provided remotely.

**6.2 UAV Training Fee.** The Franchisee shall pay to the Franchisor a per person unmanned aircraft vehicle ("UAV") training fee in the amount designated by the Franchisor from time to time. The UAV training fee shall be due and payable by the Franchisee to the Franchisor prior to the UAV training. This fee is subject to change and is non-refundable.

**6.3 Additional Training; Conventions, Programs and Meetings.** From time to time, the Franchisor may present training sessions, seminars, conventions or continuing development programs or conduct meetings for the benefit of the Franchisee. The Franchisee, the Principal Operator, managers, construction and existing facilities documentation specialists, sales persons, account managers, client trainers, field representatives and other employees, as applicable, will be required to attend any ongoing mandatory training sessions, seminars, conventions, programs or meetings as may be offered by the Franchisor. The Franchisor will give the Franchisee at least 30 days prior written notice of any ongoing training session, seminar, convention, program or meeting which is deemed mandatory. The Franchisor will not require that the Franchisee or its employees attend any out of Territory ongoing training session, seminar, convention, program or meeting more often than four times a year. Internet-based and in Territory training may be required more often. The Franchisor reserves the right to charge the Franchisee a tuition or fee to attend such training session, seminar, convention, program or meeting, as well as for additional initial training, and the Franchisee will be responsible for all traveling and living expenses which are associated with attendance at the same. The Franchisee shall pay to the Franchisor the tuition or fee in the amount, with such due date, and in the manner that the Franchisor shall designate from time to time. The tuition and fees are subject to change.

## 7. DEVELOPMENT ASSISTANCE

**7.1 Franchisor's Development Assistance.** The Franchisor will provide the Franchisee with the following assistance in the initial establishment of the Franchisee's first MULTIVISTA Business:

- a. Designate the Territory;
- b. Provide the initial training program to be conducted at locations designated by the Franchisor or via the Internet, as described in Article 6 above;
- c. Provide you with information regarding approved, required and preferred suppliers of equipment, services, items and supplies used in connection with the MULTIVISTA Business. After execution of this Agreement, the Franchisor will provide the Franchisee with a list of approved, required and preferred suppliers, if any, of equipment, services, items and supplies and, if available, a description of any national or central purchase and supply agreements offered by approved, required and preferred suppliers for the benefit of MULTIVISTA Business franchisees;

- d. An operations manual in accordance with Article 8 below; and
- e. If the Franchisee is opening its first Business, make available for purchase a required initial supply of branded marketing and promotional items and materials and assistance with the initial marketing campaign, in accordance with Section 12.2 below.

## **8. OPERATIONS MANUAL**

**8.1 Operations Manual.** The Franchisor agrees to loan or provide access to the Franchisee, upon completion of training, one hard copy of or access to, in electronic format, its manuals, technical bulletins, help systems, knowledge databases or other written materials, data and information (collectively referred to as “**Operations Manual**”), covering certain standards and specifications and operating techniques and procedures that the Franchisor requires the Franchisee to utilize in operating the MULTIVISTA Business in order to protect and maintain the value of the Marks and Licensed Methods. The Franchisee agrees that it will comply with the Operations Manual as an essential aspect of its obligations under this Agreement in order to preserve, maintain and enhance the reputation, trade demand and goodwill of the Marks and Licensed Methods and failure by the Franchisee to substantially comply with the Operations Manual may be considered by the Franchisor to be a breach of this Agreement. Notwithstanding the foregoing, and consistent with the goals of the Licensed Methods, the Franchisee shall be responsible for the day to day operation of the Business franchised hereunder.

**8.2 Confidentiality of Operations Manual Contents.** The Franchisee shall use the Marks and Licensed Methods only as specified in the Operations Manual. The Operations Manual is the sole property of the Franchisor, constitutes Confidential Information and a trade secret of the Franchisor and shall be used by the Franchisee only during the term of this Agreement and in strict accordance with the terms and conditions hereof. The Franchisee shall not duplicate the Operations Manual nor disclose its contents to persons other than its employees or officers who have signed a nondisclosure and noncompetition agreement in a form approved by the Franchisor. The Franchisee shall return the Operations Manual to the Franchisor upon the expiration, termination or assignment of this Agreement.

**8.3 Changes to Operations Manual.** The Franchisor reserves the right to revise the Operations Manual from time to time as it deems necessary to update or change operating and sales techniques, processes and procedures or standards and specifications. The Franchisee, upon receipt of any updated or changed information, shall update its copy of the Operations Manual as instructed by the Franchisor and shall conform its operations with the updated or changed provisions within 30 days of receipt of each update or change at its own cost and without any claim for compensation from the Franchisor. The Franchisee acknowledges that a master copy of the Operations Manual maintained by the Franchisor at its principal office shall be controlling in the event of a dispute relative to the content of any Operations Manual.

**8.4 Varying Standards.** Because complete and detailed uniformity under many varying conditions may not be possible or practical, the Franchisor specifically reserves the right and privilege, in its sole and absolute discretion and as the Franchisor may deem in the best interests of all concerned in any specific instance, to vary standards and franchise agreement provisions for any franchisee or prospective franchisee based on peculiarities of a particular territory, density of population, population of territory, business potential, existing business practices, or any other condition or circumstance without providing the same or any variations to the Franchisee. The Franchisor shall have the right to deny any such request.

## 9. OPERATING ASSISTANCE

**9.1 Franchisor's Services.** The Franchisor shall, during the Franchisee's operation of the MULTIVISTA Business, make available the following services to the Franchisee:

a. If the Franchisee is opening its first Business, provide up to two days of follow-up training and assistance regarding the operation of the Franchisee's Business, at a time which shall be scheduled by the Franchisee upon the mutual agreement of the Franchisor and the Franchisee within the first six months following the date the Franchisee commences Business operations. The Franchisor shall pay its own transportation and living expenses incurred in providing such follow-up training and operational assistance, but the Franchisee will be responsible for transporting the Franchisor's personnel and instructor(s) in the Franchisee's vehicle(s) operating within the Territory. Due to the Covid-19 pandemic and related governmental orders, in Territory training may be delayed or, if feasible, provided remotely.

b. At the Franchisee's reasonable request, consult with the Franchisee by telephone, facsimile or electronic mail regarding the continued operation and management of the MULTIVISTA Business and advise the Franchisee regarding services, sales techniques, documentation techniques, client relations and similar topics.

c. Provide on-going updates of information and programs regarding the MULTIVISTA Business and related Licensed Methods, including, without limitation, information about special or new services which may be developed and made available to MULTIVISTA Business franchisees, subject to compliance with then applicable requirements.

d. Train or certify replacement or additional Principal Operators and other designated personnel during the term of this Agreement. The Franchisor reserves the right to charge a tuition or fee in an amount payable in advance, commensurate with the Franchisor's then current published prices for such training or certification. The Franchisee will be responsible for all travel and living expenses incurred by its personnel during the training or certification program. Further, the availability of the training or certification program will be subject to prior commitments to new MULTIVISTA franchisees and will be scheduled on a space-available basis.

e. Provide access to advertising and promotional materials the Franchisor may, but is not required to develop. The Franchisor, at its option, may pass the cost of the promotional materials on to the Franchisee or charge the Fund (defined below in Section 12.3.a.).

f. Provide hosting services which allow the Franchisee to upload construction and existing facilities documentation content and other approved content to a website maintained by the Franchisor and provide access to the website to MULTIVISTA Business clients to view the construction and existing facilities documentation content and other approved content through the web-based software application of the Franchisor or its designee, for such period of time and subject to compliance by the Franchisee with such requirements and payment by the Franchisee of such fees, as the Franchisor shall designate from time to time.

**9.2 Additional Franchisor Services.** Although not obligated to do so, the Franchisor may make its employees or designated agents available to the Franchisee for on-site advice and assistance in connection with the on-going operation of the MULTIVISTA Business governed by this Agreement. In the event that the Franchisee requests such additional assistance and the Franchisor agrees to provide the same, the Franchisor reserves the right to charge the Franchisee for all travel, lodging, living expenses, telephone charges and other identifiable expenses associated with such assistance, plus a fee based on the time spent

by each employee on behalf of the Franchisee, which fee will be charged in accordance with the then current hourly rates being charged by the Franchisor for assistance.

## **10. FRANCHISEE’S OPERATIONAL COVENANTS AND FEES**

**10.1 Business Operations and Fees.** In addition to all other obligations contained herein and in the Operations Manual, the Franchisee covenants that:

a. Quality of Operations. The Franchisee shall maintain consistently prompt, courteous, efficient and high quality MULTIVISTA Business operations and will operate the Business in accordance with the Operations Manual and in such a manner as not to detract from or adversely reflect upon the name and reputation of the Franchisor and the goodwill associated with the “MULTIVISTA” name and Marks.

b. Compliance with Laws and Good Business Practices; Third Party Actions. The Franchisee shall conduct itself and operate its MULTIVISTA Business in compliance with all applicable local, state and federal laws and regulations, including any licensing requirements, regulations and other ordinances and in such a manner so as to legally comply therewith and to promote a good public image in the business community. In connection therewith, the Franchisee shall be solely and fully responsible for obtaining any and all licenses and certifications to carry on the MULTIVISTA Business and other regulatory, bonding, proficiency, financial responsibility or insurance requirements. The Franchisee shall also be solely and fully responsible for complying with all data protection, data transfer and privacy laws and regulations applicable to the MULTIVISTA Business. The Franchisee shall promptly forward to the Franchisor copies of all health, environmental, building department, aviation, privacy or similar regulatory authority reports, ratings or other reports of inspections as and when they become available. The Franchisee shall also immediately forward to the Franchisor notices of any health, environmental, building department, aviation, privacy or other violations or warnings, upon receipt thereof, which indicate the Franchisee’s failure to meet or maintain the highest governmental standards, or less than full compliance by the Franchisee with any applicable law, rule or regulation. The Franchisee shall be solely responsible for any penalties or fines assessed for failure to abide by such laws and regulations. The Franchisee must notify the Franchisor in writing within five days of the commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, subpoena or decree of any court, agency or other governmental instrumentality which may adversely affect the Business or franchise system or which seeks the production of Confidential Information.

c. Management. The Franchisee acknowledges that proper management of the MULTIVISTA Business is important and shall insure that the Franchisee or a designated Principal Operator who has completed the Franchisor’s initial training program be responsible for the full-time management of the MULTIVISTA Business. The Franchisee is solely responsible for the day-to-day operation of the MULTIVISTA Business.

d. Approved Products and Services. The Franchisee acknowledges that the franchise granted hereunder authorizes the Franchisee to offer and sell only authorized construction and existing facilities documentation services and related products and services which meet or exceed the minimum standards and specifications established by the Franchisor, as are more fully described in the Operations Manual. Except with the prior written consent of the Franchisor, which consent may be refused, subject to conditions, modified or withdrawn at any time and for any reason or no reason, the Franchisee shall offer and sell all types of services and products as from time to time may be prescribed by the Franchisor. Subject to applicable law, there are no limits on the right of the Franchisor to designate such products and services. If the Franchisee does not offer, sell and

provide a particular product or service through its MULTIVISTA Business, the Franchisor or its designee, including other MULTIVISTA Businesses, reserve the right to offer, sell and provide such MULTIVISTA Business product or service in the Territory. The Franchisor can add to, delete or change the approved products and services that the Franchisee must offer at any time, and the Franchisee may incur costs to provide such additional products and services. Unless expressly approved by the Franchisor in writing, the Franchisee shall not: (1) offer or sell any other types of services or products; (2) offer or sell alternate or complimentary products or services; and (3) operate or engage in any other type of business or profession, from or through the Franchisee entity or the Business Location used to operate the MULTIVISTA Business.

e. Additional Products and Services; Contacting Clients. The Franchisee acknowledges that the Franchisor may, but is not required to, develop and make available additional or modified products and services including, without limitation, software and software solutions, hosting services and web application-based services (“**Additional Programs**”) to be offered and sold by MULTIVISTA Businesses. Additional Programs may include, but are not limited to, collaborations, strategic alliances, integrations or similar relationships with third parties, which relationships may provide clients with direct or indirect additional software functionality or services. The Franchisor provides no assurances to the Franchisee that it will maintain these relationships with third parties or have any additional relationships in the future. The Franchisee shall, within the time frame designated by the Franchisor: (i) participate in the Additional Programs and (ii) offer and sell the additional or modified products or services that from time to time may be prescribed by the Franchisor. In order to participate in Additional Programs, the Franchisee may be required by the Franchisor to: (i) sign an Addendum to this Agreement, (ii) comply with third party requirements, (iii) pay the Franchisor, its affiliates or third parties additional fees, (iv) incur additional costs and expenses for equipment, training and other items, and (v) meet other participation requirements as are more fully described in the Operations Manual from time to time. The Franchisee agrees that the Franchisor shall have the right to contact clients of MULTIVISTA Businesses for purposes of developing and testing additional or modified products and services and for other purposes that the Franchisor deems necessary.

f. Payment of Obligations. The Franchisee shall promptly pay when due all taxes and other obligations owed to the Franchisor, its affiliates and to third parties in the operation of the MULTIVISTA Business, including without limitation, unemployment, employment, and sales taxes, and any and all accounts or other indebtedness of every kind incurred by the Franchisee in the conduct of the MULTIVISTA Business. If a Franchisee has a bona fide dispute as to the liability for taxes assessed or other indebtedness, the Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event will the Franchisee permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor to occur against the MULTIVISTA Business.

g. Other Agreements. The Franchisee shall comply with all agreements with third parties related to the MULTIVISTA Business including, in particular, all provisions of any supplier agreement, vehicle or equipment lease or similar agreement, client contracts for construction and existing facilities documentation services and related products and services, agreements with National Accounts and other agreements.

h. Ownership of Business. The Franchisee shall at all times during the term of this Agreement own and control the MULTIVISTA Business authorized hereunder. Upon request of the Franchisor, the Franchisee will promptly provide satisfactory proof of such ownership to the Franchisor. The Franchisee represents that the Statement of Ownership, attached hereto as Exhibit III and by this reference incorporated herein, is true, complete, accurate and not misleading, and, in

accordance with the information contained in the Statement of Ownership, the controlling ownership of the MULTIVISTA Business is held by the Franchisee. The Franchisee will promptly provide the Franchisor with a written notice if the information contained in the Statement of Ownership changes at any time during the term of this Agreement and will comply with the applicable transfer provisions contained in Article 16 herein. In addition, if the Franchisee is an entity, all of the owners of the Franchisee and other principals of the Franchisee designated by the Franchisor shall sign the Guaranty attached hereto as Exhibit II. The Franchisee agrees to include in its articles of incorporation or other entity formation or governance documents that the transfer of the shares or other ownership interests in the Franchisee are subject to the limitations on transfer set forth in Article 16 of this Agreement or as otherwise set forth in this Agreement including, without limitation, obtaining the written consent of the Franchisor prior to any such transfer.

i. Efficient Business Operation. The Franchisee shall at all times during the term of this Agreement operate its MULTIVISTA Business during the business hours as may be designated by the Franchisor from time to time. The Franchisee shall maintain sufficient equipment and supplies, shall use a sufficient number of vehicle(s) and employ adequate personnel at all times so as to operate the Business at its maximum capacity and efficiency. The Franchisee shall retain an answering service or otherwise ensure that the telephone for the Business Location is answered during regular business hours.

j. Employees. The Franchisee shall be exclusively responsible for the conduct and control of its employees, employment practices and terms and conditions of employment, including recruiting, hiring, firing, supervising, training, work hours and schedules, work assignments, discipline and compensation of its employees. The Franchisee and all employees of the Franchisee shall present a professional appearance as described in the Operations Manual, and shall render competent and courteous service to clients of the Business. The Franchisor reserves the right to require the Franchisee, at the Franchisee's expense, to purchase and have its employees wear specified apparel described in the Operations Manual from the Franchisor or suppliers approved by the Franchisor. The Franchisee shall execute and enforce a nondisclosure and noncompetition agreement, in a form approved by the Franchisor, with its employees and other persons and entities designated by the Franchisor to protect the Confidential Information and trade secrets of and relating to the Business, other MULTIVISTA Businesses and the Licensed Methods. Nothing in this Agreement shall be deemed to make the Franchisee's employees, representatives or agents (i) subject to the direct or indirect control of the Franchisor, (ii) subject to the right to control of the Franchisor or (iii) employees of the Franchisor.

k. Training of Employees. The Franchisee shall be responsible for training all of its employees who work in any capacity in the Business, including having construction and existing facilities documentation specialists (includes pilots in control for UAV flights), operations and sales managers, outside sales persons, inside sales persons, account managers, client trainers, field representatives and other employees attend any required training program, and shall be fully responsible for all employees' compliance with the operational standards which are part of the Licensed Methods. If the Franchisee has sufficient knowledge and experience and obtains the prior written consent of the Franchisor, which consent may be refused, conditioned, modified or withdrawn at any time for any reason or no reason and in the Franchisor's sole discretion, the Franchisor may permit the Franchisee to train or certify construction and existing facilities documentation specialists, sales and operations managers, outside sales persons, inside sales persons, account managers, client trainers, field representatives and other employees. The Franchisee must conduct its employee training in the manner and according to the standards as may be prescribed by the Franchisor. Any employee who does not satisfactorily complete the training or

timely obtain any required certifications or licenses shall not work in any capacity in the Franchisee's Business.

l. Remodeling and Upgrading. The Franchisee shall refurbish, remodel or replace, at its own expense, the Business Location, personal property, equipment, vehicle(s), technology and other items used in the operation of the Business, when reasonably required by the Franchisor in order to comply with the image, standards of operation and performance capabilities established by the Franchisor from time to time. If the Franchisor changes its image or standards of operation, it shall give the Franchisee a reasonable period of time within which to comply with such changes.

m. Personnel. In addition to the Franchisee or the Principal Operator(s), all employees who provide the construction and existing facilities documentation services, perform management and sales functions and other employees the Franchisor may designate must, prior to providing any construction and existing facilities documentation services, performing management functions, or performing sales functions, complete the Franchisor's applicable certification or training program, obtain the appropriate insurance coverage as required by the Franchisor hereunder and comply with any accreditation and licensing requirements. All employees of the Franchisee who: (i) provide the construction and existing facilities documentation services, (ii) perform management and client support functions, (iii) perform sales functions, and (iv) and other designated employees shall also be required to participate in all continuing education courses determined by the Franchisor to be mandatory. The Franchisee's employees shall provide all construction and existing facilities documentation services and related products and services provided by the Business, in accordance with the standards and specifications of the Franchisor. All construction and existing facilities documentation specialists, including persons using photography, video, webcam, unmanned aircraft vehicles, 3D imager, 360 camera, laser scanning or other approved image and data collection technologies and methods to provide the construction and existing facilities documentation services, shall also be required to execute the MULTIVISTA Certified Documentation Specialist Agreement in the form required by the Franchisor from time to time.

n. Copyright. The Franchisee shall have and maintain policies and shall enter into agreements with its employees and any third-parties regarding copyright ownership by the Franchisee of all construction and existing facilities documentation and related materials created by any employee as works made for hire under applicable copyright laws or otherwise obtain written assignments from all employees and third-parties for the benefit of the Franchisee, in each case sufficient such that the Franchisee shall own and have the ability to assign and/or have the right to grant a royalty-free, perpetual, worldwide license of the copyright in the construction and existing facilities documentation photographs, videos, 3D images, laser scans and other images and data collected through other methods approved by the Franchisor to the client, the Franchisor or its designee as the Franchisor may designate from time to time.

o. Website and Hosting Services. The Franchisee shall utilize the website and Hexagon Multivista Documentation Software platform ("Hexagon **MDS**") of the Franchisor for the delivery of all construction and existing facilities documentation and related materials to clients, including, without limitation, providing plans of each client construction project and existing facility and uploading construction and existing facilities documentation content or otherwise providing such content in a manner designated by the Franchisor, in accordance with the standards and specifications of the Franchisor, which standards and specifications are part of the Licensed Methods. The Franchisee shall also execute and comply with the terms and conditions of the Hosting Agreement, attached to this Agreement as Exhibit IV, and incorporated herein by this reference.

p. Video Production; Video Production Service Fee; and Additional Video Production Service Fees. The Franchisee shall utilize the video production services of the Franchisor, its affiliates or other designee to produce the client deliverable video. The Franchisee shall pay to the Franchisor a fee per recorded video hour for the video production services, subject to a minimum fee. The Franchisee shall pay to the Franchisor fees for the following additional video production services: transcription, closed captioning, foreign subtitles, translation and other additional video production services. These fees are subject to change. These video production service fees are due and payable at the time and in the manner the Franchisor shall designate from time to time.

q. Webcam Hosting Fee. The Franchisee shall pay to the Franchisor a per camera monthly fee to host the webcam content. This fee is subject to change. The webcam hosting fee shall be due and payable at the time and in the manner the Franchisor shall designate from time to time, including, without limitation, being deducted from payments received by the Franchisor from clients for the webcam services. The monthly webcam hosting fee may vary based upon the technology used to stream the webcam content, including, for example, wired or wireless Ethernet connection versus a cellular connection, the number of webcams installed on a single project and other factors. The Franchisor shall determine, in its sole discretion, the webcam hosting fee based on the technology used, the meaning of a “single project”, the number of webcams and any other factors affecting the webcam hosting fee.

r. Proprietary Software Licensing Fees; Construction and Existing Facilities Documentation Data Hosting Fees. The Franchisor reserves the right to require that the Franchisee pay to the Franchisor and/or that the Franchisee collect from the client proprietary software licensing fees and construction and existing facilities documentation data hosting fees in an amount (as to the mark-up of any such fees charged to the client the amount is suggested) based on the: (i) client project contract value, (ii) level and duration of services provided, (iii) technology used to collect the construction and existing facilities documentation data (photo, video, UAV, 3D images, laser scanning or other technology), (iv) the amount of data hosted and (v) other factors determined by the Franchisor. These fees are subject to change. If collected from the Franchisee by the Franchisor, the proprietary software licensing fees and the construction and existing facilities documentation data hosting fees shall be due and payable by the Franchisee at the time and in the manner that the Franchisor shall designate from time to time.

s. Task Manager Activation Fee; Fees for Improvements to Proprietary Software. The Franchisor reserves the right to require that the Franchisee shall pay to the Franchisor a per project Task Manager activation fee or similar fee and fees for other improvements to the Hexagon MDS or other proprietary software in an amount based on the client project contract value or other factors determined by the Franchisor. These fees are subject to change. If collected, the Task Manager activation fee or other fee shall be due and payable at the time and in the manner that the Franchisor shall designate from time to time.

t. UAV Map Processing Fees. The Franchisee shall pay to the Franchisor such standard and enhanced UAV mapping fees per map processed by the Franchisor or its designee as the Franchisor shall designate from time to time. These fees are subject to change. These UAV map processing fees shall be due and payable at the time and in the manner the Franchisor shall designate from time to time.

u. Online Job Posting Fee and Related Charges. If the Franchisee utilizes the optional online job posting services and related services offered by the Franchisor through a designated third-party, the Franchisee shall pay to the Franchisor the then current online job posting fee per job posting and related charges for services obtained by the Franchisee. This fee is subject to change.

This fee shall be due and payable at the time and in the manner the Franchisor shall designate from time to time.

v. Scan to Plan Services Fee. The Franchisee shall pay to the Franchisor a Scan to Plan fee equal to 40% of the MSRP set by the Franchisor from time to time for the Scan to Plan service based on the type and scope of the Scan to Plan service. The Franchisee shall submit to the Franchisor, in the manner designated by the Franchisor from time to time, the type and scope of the Scan to Plan service in order that the Franchisor may compute the MSRP of the Scan to Plan service. If the type and scope of the Scan to Plan service changes, the Scan to Plan fee will change. This fee is subject to change. The Scan to Plan fee shall be payable by the Franchisee to the Franchisor at the time and in the manner the Franchisor shall designate from time to time.

w. Scan to BIM Fee. The Franchisee shall pay to the Franchisor a Scan to BIM fee equal to 40% of the MSRP set by the Franchisor from time to time for the Scan to BIM service based on the type and scope of the Scan to BIM service. The Franchisee shall submit to the Franchisor, in the manner designated by the Franchisor from time to time, the type and scope of the Scan to BIM service in order that the Franchisor may compute the MSRP of the Scan to BIM service. If the type and scope of the Scan to BIM service changes, the Scan to BIM fee will change. This fee is subject to change. The Scan to BIM fee shall be payable by the Franchisee to the Franchisor at the time and in the manner the Franchisor shall designate from time to time.

x. Floor Flatness Service Fee. The Franchisee shall pay to the Franchisor a Floor Flatness Service fee equal to 40% of the MSRP set by the Franchisor from time to time for the Floor Flatness Service based on the type and scope of the Floor Flatness Service. The Franchisee shall submit to the Franchisor, in a manner designated by the Franchisor from time to time, the type and scope of the Floor Flatness Service in order for the Franchisor to compute the MSRP of the Floor Flatness Service. If the type and scope of the Floor Flatness Service changes, the Floor Flatness Service fee will change. This fee is subject to change. The Floor Flatness Service fee shall be payable by the Franchisee to the Franchisor at the time and in the manner the Franchisor shall designate from time to time.

y. Client Relationship Management (“CRM”) Software. The Franchisee is obligated to obtain and have each user designated by the Franchisor utilize in the Business the CRM Software that the Franchisor shall designate. The Franchisee shall require that each user of the CRM Software comply with the data entry and other standards and specifications related to use of the CRM Software in the Business that the Franchisor designates from time to time. All data entered into the CRM Software is owned by the Franchisor. The Franchisee shall pay to the Franchisor a per user CRM Software user fee for each user in the amount, with such due date, and in the manner that the Franchisor shall designate from time to time. This fee is subject to change.

z. Privacy. The Franchisee shall use the required forms, disclosures and privacy statements and adhere to the policies and practices required by applicable law or otherwise in the Business regarding collection, disclosure, use, retention and safeguarding of personal information and data, and obtain all required consent or permission from all required parties including, without limitation, clients regarding such collection, disclosure and use of personal information and data. The Franchisee shall not process personal information and data in a manner that causes the Franchisor to breach its own obligations under its privacy statement or applicable privacy and data protection laws.

aa. Personal Information Privacy. The Franchisor has the right, and the Franchisee hereby consents, to the Franchisor using and disclosing all personal information collected from the

Franchisee, its owners, management employees and employees for any purpose connected with or related to the MULTIVISTA Business, the franchise system, and this Agreement and its enforcement, including, without limitation: (i) providing or listing contact information for the Franchisee, its owners, management employees and employees for communications purposes related to the Business; (ii) posting on franchise system websites; (iii) in or in connection with the Franchisor's disclosure documents; (iv) making reports or information received from the Franchisee pertaining to the Business, or portions thereof or extracts therefrom, available for inspection by other franchisees, (v) to substantiate information contained in the Franchisor's disclosure documents or (vi) as otherwise necessary in connection with or related to the operation of the franchise system. The Franchisor may also share such personal information with its professional advisors, lenders or affiliates or under agreements with third parties relating to the franchise system. The Franchisor may give access to or transfer the Franchisor's files containing such personal information to a prospective purchaser or purchaser of the franchise system. The Franchisee shall provide any appropriate notice and obtain any required consents from its owners, management employees, employees or others as may be necessary for it to comply with these provisions.

**10.2 Equipment, Supplies, Products and Services.** The Franchisee shall, during the term of the Franchise Agreement, maintain a sufficient inventory of equipment, tools and supplies and products to allow it to meet client demands for the construction and existing facilities documentation services and other services and products which may be authorized in compliance with the Franchisor's standards and specifications as may be described in the Operations Manual from time to time. The Franchisor reserves the right to offer itself or through its affiliates any or all of the equipment, supplies, products and services required for the Franchisee's operation of the Business. The delivery of equipment, supplies, products and services by the Franchisor or its authorized distributors and suppliers is subject to and conditioned upon availability. Nothing in this Agreement shall be construed by the Franchisee to be a promise or guarantee by the Franchisor as to the continued existence of any particular equipment, supply, product or service, nor shall any provision herein imply or establish an obligation on the part of the Franchisor and its affiliates and authorized distributors and suppliers to sell or license equipment, supplies, products and services to the Franchisee if the Franchisee is in arrears on any payment to the Franchisor and its affiliates or otherwise in default under this Agreement. The equipment, supplies, products and services purchased or licensed by the Franchisee shall be subject only to manufacturers' and suppliers' warranties. **THE FRANCHISOR AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY OF THE EQUIPMENT, SUPPLIES, PRODUCTS OR SERVICES PURCHASED OR LICENSED BY OR TO THE FRANCHISEE.** The Franchisee understands that the Franchisor and its affiliates shall have the right, at any time and without notice, to add items and services to, or withdraw items and services from, the list of equipment, supplies, products and services; to add to or delete from the list of approved suppliers of equipment, supplies, products and services; to change the formulation of any equipment, supply, product or service; and to change the prices, discounts or terms of sale or license of any equipment, supply, product or service; provided, however, no such changes in prices, discounts or terms shall affect accepted orders pending with the Franchisor and its affiliates at the time of change. No such changes will give the Franchisee the right to recover damages against, or be reimbursed by, the Franchisor and its affiliates for any losses suffered by the Franchisee.

**10.3 Minimum Sales Requirement.** The Franchisee's (i) territorial rights described in Section 3.2 above and (ii) right to operate the MULTIVISTA Business during the term of this Agreement are dependent upon the Franchisee's Business maintaining certain sales levels and resulting percentage Royalty payments in the Territory ("**Minimum Sales Requirement**"). If the amount of the aggregate monthly percentage Royalty computed under Section 11.1.b.(i) below fails to exceed the amount of the aggregate monthly Flat Rate Royalty computed under Section 11.1.b.(ii) below for three consecutive calendar quarters, the Franchisor shall have the right, in its sole discretion, to immediately terminate, upon written notice to the

Franchisee, the Franchisee’s rights in the Territory. Upon termination of the Franchisee’s rights in the Territory, the Franchisor shall have the right to itself or through designees, affiliates or other franchisees, to locate and operate MULTIVISTA Businesses in the Territory and to otherwise provide MULTIVISTA Business services and products in the Territory without limitation. If the amount of the aggregate monthly percentage Royalty computed under Section 11.1.b.(i) fails to exceed the amount of the aggregate monthly Flat Rate Royalty computed under Section 11.1.b.(ii) for four consecutive calendar quarters, the Franchisor shall have the right, in its sole discretion, to terminate this Agreement, in accordance with Article 18 of this Agreement. The Franchisor and the Franchisee acknowledge and agree that when computing the percentage Royalty for purposes of determining compliance with the Minimum Sales Requirement, only Gross Sales within the Territory are used to compute the percentage in Territory Royalty, Out of Territory Gross Sales are excluded.

## 11. ROYALTIES

**11.1 Monthly In Territory Royalty.** The Franchisee shall pay to the Franchisor a monthly royalty applicable to Gross Sales of MULTIVISTA Business products and services to client construction sites and existing facilities within the Territory of the Franchisee (“**Royalty**”) as follows:

a. Payment of the “**Flat Rate Royalty**” and the monthly percentage Royalty shall commence upon the date of this Agreement. Month 1 for purposes of the Flat Rate Royalty, also known as the minimum Royalty, set forth in Section 11.1.b.(ii) below shall be the month this Agreement is executed, irrespective of the specific date of execution within said month.

b. The amount of the monthly Royalty payable by the Franchisee shall be the greater of:

(i) 18% of the Franchisee’s monthly in Territory Gross Sales,

**OR**

(ii)

Months	Monthly Royalty Rate
1 – 12	\$0
13 – 15	\$100, plus \$20 for every 100,000 persons over 500,000 located in the Territory
16 – 18	\$200, plus \$40 for every 100,000 persons over 500,000 located in the Territory
19 – 21	\$400, plus \$80 for every 100,000 persons over 500,000 located in the Territory
22 – 27	\$500, plus \$100 for every 100,000 persons over 500,000 located in the Territory
28 – 33	\$750, plus \$150 for every 100,000 persons over 500,000 located in the Territory
34 +	\$1,000, plus \$200 for every 100,000 persons over 500,000 located in the Territory

c. The Franchisor shall determine, in its sole discretion, the number of persons located in the Territory for purposes of the computation of the Flat Rate Royalty based on the actual population of the Territory, the population of metropolitan areas located in the Territory and other factors applicable to the Territory (“**Flat Rate Royalty Population**”). The Flat Rate Royalty Population will be set forth in Exhibit I to this Agreement.

d. The Flat Rate monthly Royalty set forth in Section 11.1.b(ii) is subject to the increases set forth in Section 11.3 below.

e. The Franchisee shall pay to the Franchisor an additional 5% of Gross Sales applicable to the sale of products and services to a client that requests the government hosting service “**Government Hosting Gross Sales**”. The additional 5% Royalty is added to the 18% Royalty referenced above in this Section 11.1, resulting in a total percentage Royalty of 23% of Government Hosting Gross Sales. The Franchisor shall determine, in its sole discretion, if the percentage Royalty of 23% of Government Hosting Gross Sales is applicable to a particular sale of products and services.

**11.2 Gross Sales.** “**Gross Sales**” shall mean the aggregate amount of all sales, including invoiced amounts and whether for cash or credit, of products and services of every kind or nature sold from or through the Business or arising out of, in connection with or related to the operation or conduct of the Business or, if the Franchisee is an entity, arising out of, in connection with or related to the operation or conduct of any business by such entity, but excluding all federal, state or municipal sales taxes collected from clients and paid to the appropriate taxing authority and any other exclusions as may be authorized in writing by the Franchisor. “Gross Sales” shall also include: (i) the fair market value of any products or services received by the Franchisee in barter or exchange for its products and services and (ii) the fair market value of any products or services sold by the Franchisee to its affiliates for less than fair market value. Except for the sales tax exclusion, other exclusions from Gross Sales shall be in the sole discretion of the Franchisor, and any such exclusions shall be subject to conditions, modifications and revocation by the Franchisor. The Franchisee shall maintain separate records for in Territory Gross Sales and Out of Territory Gross Sales for the purpose of computing the Royalty set forth in Section 11.1 above and for the purpose of computing the Out of Territory Royalty set forth in Section 11.5 below.

**11.3 Flat Rate Royalty Increases.** The Franchisor shall have the right to adjust the amount of the Franchisee’s Flat Rate Royalty set forth in Section 11.1.b(ii) above each year during the term of this Agreement based on the percentage increase in the Consumer Price Index (“**CPI**”) for the then current year as compared to the preceding year’s CPI. The amount of the Flat Rate Royalty may be adjusted annually on each January first during the term of this Agreement and any renewals thereof. “**Consumer Price Index**” means the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average, All Items, and Major Group Figures for all Urban Consumers (CPI-U 1982 - 84 = 100). The Flat Rate Royalty shall not be increased by more than 5% over the previous Year in any successive Year, nor shall the Royalty in any successive Year decrease below the adjusted Royalty for the previous Year.

**11.4 Royalty and Other Payments.** The Franchisee agrees that the percentage Royalty payments shall be paid monthly and be received by the Franchisor no later than the 15th day of each month (“**Due Date**”) based on in Territory Gross Sales from two months prior. Example: The Due Date for Royalties based upon in Territory Gross Sales in the month of January shall be March 15; the Due Date for Royalties based upon in Territory Gross Sales in the month of February shall be April 15; and so on. As to the “Set-Up Fee” portion of in Territory Gross Sales, the Franchisee agrees that the percentage Royalty payments shall be paid monthly and received by the Franchisor no later than 5<sup>th</sup> day of each month based on “Set-Up Fee” in Territory Gross Sales from four months prior. (Example: the due date for Royalties based upon the in Territory “Set-Up Fee” Gross Sales in the month of January shall be May 5; the due date for Royalties based upon the in Territory “Set-Up Fee” Gross Sales in the month of February shall be June 5; and so on). The “Set-Up Fee” portion of Gross Sales means the initial fee charged by the Franchisee to the client that is due and payable by the client to the Franchisee in advance of the provision of the documentation services, typically upon execution of the contract or a set number of days prior to the commencement of the documentation services. The Franchisor shall make the final determination as to what, if any, portion of

Gross Sales meet the requirements to be considered to be Set-Up Fee Gross Sales. The Franchisor reserves the right to modify the meaning of Set-Up Fee Gross Sales as set forth in the Operations Manual from time to time. The Franchisee acknowledges and agrees that although the Flat Rate Royalty accrues monthly, it shall be paid, if applicable, quarterly and received by the Franchisor no later than: the 20<sup>th</sup> day of May for the calendar quarter ending March 30, the 20<sup>th</sup> day of August for the calendar quarter ending June 30, the 20<sup>th</sup> day of November for the calendar quarter ending September 30, and the 20<sup>th</sup> day of February for the calendar quarter ending December 31 (“**Flat Rate Royalty Due Date**”). The Franchisee further acknowledges and agrees that the percentage Royalty is due and payable monthly and the Flat Rate Royalty is accrued on a monthly basis but is aggregated on a calendar quarter basis when determining whether the Franchisee is to pay the Flat Rate Royalty or the percentage Royalty. The amount of the Flat Rate Royalty, if applicable, shall be the amount that the aggregate monthly Flat Rate Royalty exceeds the aggregate monthly percentage Royalty in the same calendar quarter. Example: The Percentage Royalty for January equals \$75, for February \$125 and for March \$150. The accrued Flat Rate Royalty for January equals \$125, for February \$125 and for March \$125. The total percentage Royalty for the first calendar quarter equals \$350. The total accrued Flat Rate Royalty for the first calendar quarter equals \$375. The Flat Rate Royalty due and payable equals \$25, which is the amount that the accrued monthly Flat Rate Royalty exceeds the aggregate monthly percentage Royalty for the first calendar quarter. The Franchisee acknowledges and agrees that the Out of Territory Royalty is not included in the total percentage Royalty for purposes of the above referenced computation to determine if the Flat Rate Royalty is due and owing. Within 30 days of the request of the Franchisor, the Franchisee shall execute and return to the Franchisor an Authorization Agreement for preauthorized payments due to the Franchisor by electronic transfer of funds from the Franchisee’s bank account to the Franchisor’s bank account, in the form then required by the Franchisor. The Franchisor may require the Franchisee to pay Royalties and other amounts due under this Agreement by means other than automatic debit whenever the Franchisor deems appropriate, and the Franchisee agrees to comply with the Franchisor’s payment instructions. On the 10th of each month, the Franchisee shall report to the Franchisor by telephone, electronic means or in written form, as may be reasonably directed by the Franchisor, in a manner more fully described in Sections 15.1 and 15.2, with such information, including applicable monthly in Territory Gross Sales, Out of Territory Gross Sales and Set-Up Fee Gross Sales for the previous month, and pursuant to such standard transmittal procedures regarding such information as may be requested by the Franchisor. The Franchisor reserves the right to modify the Due Date, the Flat Rate Royalty Due Date, the Out of Territory Royalty Due Date set forth in Section 11.5 below, the payment schedule, method of payment and otherwise modify how all or a portion of Royalties are paid as set forth by the Franchisor in the Operations Manual from time to time by providing the Franchisee 60 days prior written notice.

**11.5 Monthly Out of Territory Royalty.** The Franchisee shall pay to the Franchisor a monthly royalty applicable to Gross Sales of MULTIVISTA Business products and services to client construction sites and existing facilities located outside the Territory of the Franchisee (“**Out of Territory Gross Sales**”) in the amount of 23% of Out of Territory Gross Sales (“**Out of Territory Royalty**”). Gross Sales as used in this Section 11.5 shall have the meaning set forth in Section 11.2 above except that total Gross Sales are separated into Out of Territory Gross Sales and in Territory Gross Sales for purposes of the Royalty and Out of Territory Royalty computation. The Franchisee acknowledges and agrees that Out of Territory Gross Sales and the Out of Territory Royalty are not included as part of in Territory Gross Sales or the in Territory Royalty for purposes of determining whether the Flat Rate Royalty is due and owing under Section 11.1 above. The Out of Territory Royalty rate is subject to change and modification based upon the characteristics of the Territory, where the out of Territory opportunity is located and other factors, as determined by the Franchisor, in its sole discretion. The Franchisor shall determine, in its sole discretion, if the Gross Sales are in Territory or out of Territory for purposes of determining the applicable royalty rate. Payment of the Out of Territory Royalty shall commence upon the date of this Agreement. The Franchisee agrees that the Out of Territory Royalty payments shall be paid monthly and received by the Franchisor no later than the 15th day of each month (“**Out of Territory Royalty Due Date**”) based on Out of Territory

Gross Sales from two months prior. As to the “Set-Up Fee” portion of Out of Territory Gross Sales, the Franchisee agrees that the percentage Royalty payments shall be paid monthly and received by the Franchisor no later than 5<sup>th</sup> day of each month based on “Set-Up Fee” Out of Territory Gross Sales from four months prior. See Section 11.4 above for examples and other terms applicable to Royalty payments. Although subject to change by the Franchisor in our sole discretion, the additional Royalty of 5% of Gross Sales applicable to the sale of products and services to a client that requests the government hosting service does not currently apply to the Out of Territory Royalty.

**11.6 Interest; Administrative Fee.** If the Franchisor or its affiliates or authorized distributors do sell, distribute or license products, supplies, equipment or services to the Franchisee, the Franchisee shall pay the Franchisor or its affiliates or authorized distributors in a timely manner for products, supplies, equipment or services purchased or licensed by such manner of payment as may be established from time to time by the Franchisor, its affiliates or its authorized distributors. If the Franchisee fails to pay (or make available for withdrawal from the account of the Franchisee) the Franchisor or its affiliates for any product, supply, equipment or service purchase or license, the Franchisee will pay interest at the rate of 18% per annum or the maximum interest rate permitted by applicable law, whichever is less, on any amount past due until such amount is paid in full. If the Franchisee fails to pay (or make available for withdrawal from the account of the Franchisee) any fee or other amount owed under this Agreement, including Royalties, Advertising Contributions or other fees, the Franchisee will pay interest at the rate of 18% per annum or the maximum interest rate permitted by applicable law, whichever is less, on any amount past due until such amount is paid in full. The Franchisee acknowledges that this Section 11.6 shall not constitute the Franchisor’s or its affiliates’ agreement to accept such payments after they are due or a commitment to extend credit to or otherwise finance operation of the Business. In addition, if the Franchisee fails to timely pay any fee or other amount owed under this Agreement or otherwise fails to timely pay any amount owed to the Franchisor or its affiliates, the Franchisee will pay to the Franchisor an administrative fee of \$50 upon demand.

**11.7 Application of Payments.** Notwithstanding any designation by the Franchisee, the Franchisor shall have sole discretion to apply any payments made to the Franchisor or its affiliates by the Franchisee, and any credits received by the Franchisor on the Franchisee’s behalf from third party vendors, to any of the Franchisee’s past due indebtedness to the Franchisor or its affiliates for purchases or licenses from the Franchisor or its affiliates, interest or any other indebtedness. The Franchisee acknowledges that the Franchisor has the right to set-off any amounts the Franchisee may owe to the Franchisor against any amounts the Franchisor might owe to the Franchisee.

## 12. ADVERTISING

**12.1 Approval and Use of Advertising.** The Franchisee shall obtain the Franchisor’s prior written approval of all written advertising or other marketing or promotional programs not previously approved by the Franchisor regarding the Business, including, without limitation, telephone or other listing service advertising, newspaper ads, flyers, brochures, coupons, direct mail pieces, email campaigns and other direct marketing, trade shows and related materials and displays, specialty and novelty items, radio and television advertising, press releases and statements, Internet “web” pages, social media and other Electronic Advertising. Any proposed written advertising or a description of a marketing or promotional program not previously approved by the Franchisor shall be submitted to the Franchisor at least 10 days prior to publication, broadcast or use. The Franchisee acknowledges that advertising and promoting the Business in accordance with the Franchisor’s standards and specifications is an essential aspect of the Licensed Methods, and the Franchisee agrees to comply with all advertising standards and specifications. The Franchisee also agrees to participate in any promotional campaigns and advertising and other programs that the Franchisor periodically establishes.

**12.2 Initial Marketing and Promotional Campaign; Marketing and Promotional Materials.** The Franchisee shall conduct an initial marketing and promotional campaign for the Business at or about the time the Business commences operation. The Franchisee's initial marketing and promotional campaign will utilize the marketing and public relations programs, media and marketing and promotional materials that the Franchisor has either developed or approved. The Franchisee shall purchase from the Franchisor or its designated supplier an initial supply of branded marketing and promotional items and materials in an amount and of a type determined by the Franchisor.

**12.3 Advertising Contribution.** The Franchisee shall contribute to an international advertising and marketing fund established by the Franchisor and its subsidiary a fee of 2% of the total amount of the Franchisee's Gross Sales ("**Advertising Contribution**"). Gross Sales for purposes of computing the Advertising Contribution shall include both in Territory Gross Sales and Out of Territory Gross Sales. The Advertising Contribution shall be paid to the Franchisor in addition to Royalties and in addition to any amounts spent on local or regional advertising and marketing, and the following terms and conditions shall apply:

a. The Advertising Contribution shall be paid monthly and received by the Franchisor no later than the 5th day of each month based on Gross Sales from two months prior. Example: The due date for the Advertising Contribution based upon Gross Sales in the month of January shall be March 5; the due date for the Advertising Contribution based on Gross Sales in the month of February shall be April 5; and so on. The Franchisor reserves the right to modify the due date of the Advertising Contribution, the payment schedule, method of payment and otherwise modify how all or a portion of Advertising Contribution is paid as set forth by the Franchisor in the Operations Manual from time to time by providing the Franchisee 60 days prior written notice. Any Advertising Contribution collected by the Franchisor will be deposited by the Franchisor in one or more separate accounts (referred to collectively as the "**Fund**"), all designated as "**MULTIVISTA International Marketing Fund.**" Upon written request by the Franchisee, the Franchisor will make available to the Franchisee, no later than 120 days after the end of each calendar year, an annual unaudited financial statement for the Fund which indicates how deposits to the Fund have been spent during the previous calendar year. The Franchisor has the right to deposit into the Fund any advertising, marketing, or similar allowances paid by suppliers who deal with MULTIVISTA Businesses and other funds related to marketing and advertising, in the Franchisor's sole discretion. Any MULTIVISTA Business located in the United States that the Franchisor or its affiliates own will contribute to the Fund on the same basis as the Franchisees.

b. The Fund will be administered by the Franchisor in its sole discretion and may be used for the creation, production and placement of advertising and marketing, agency costs and commissions, creation, production and placement of video, audio and written advertisements, including direct response literature, direct mail, email campaigns and other direct advertising and marketing, brochures, collateral advertising and marketing material, print and other media advertising, supporting public relations, market research and surveys of advertising and marketing effectiveness, sponsorships, memberships, promotional programs, sales incentive programs, or other advertising, marketing or public relations expenditures relating to advertising and marketing MULTIVISTA Business services and products, providing professional services, materials, and personnel, including employing advertising agencies and in-house staff to support the marketing function, marketing consultants, the purchase and input of construction data into the applicable software, creating, producing, implementing and maintaining websites, social media and other Electronic Advertising for the Franchisor and/or its Franchisees, search engine optimization, employing in-house staff and third parties to prospect for and support National Accounts, lead development and routing, brand recognition, sales and marketing software and tools, sales and marketing software and tools development, upgrades and support, trade shows and related materials

and displays and other advertising, lead generation, sales enablement and marketing activities and programs. The Franchisor may reimburse itself, its affiliates and authorized representatives for administrative costs, salaries and overhead expenses related to the implementation and administration of the Fund and its marketing and sales support programs, including conducting market research, preparing material, supporting sales and marketing software and tools, collecting and accounting for Fund contributions, independent audits, reasonable accounting, bookkeeping, reporting, legal and tax expenses and other reasonable direct and indirect expenses incurred by the Franchisor, its affiliates or its authorized representatives in connection with the programs funded by the Fund. The Franchisor and its designees will not be liable for any act or omission that is consistent with this Agreement and is done in good faith. The Fund is not a trust fund, and the Franchisor and its designees do not owe a fiduciary duty to the Franchisee with respect to the maintenance, direction or administration of the Fund. The Franchisor and its designees assume no other direct or indirect liability to the Franchisee for collecting amounts due to the Fund or for maintaining, directing or administering the Fund. The Franchisor may spend in any fiscal year an amount greater or less than the aggregate contribution of all Businesses to the Fund in that year, and the Fund may borrow from the Franchisor or others to cover deficits or to invest in any surplus for future use. All interest earned on monies contributed to the Fund will be used to pay advertising costs before other assets of the Fund are expended. The Franchisor may cause the Fund to be incorporated or operated through a separate entity, at such time as the Franchisor deems appropriate, and such successor entity, if established, will have all rights and duties of the Franchisor with respect to the Fund as specified in this Section. The Franchisor undertakes no obligation to ensure that the Fund benefits each Business directly or in proportion to its respective contribution. The Franchisee agrees to participate in any promotional campaigns and advertising and other programs that the Fund periodically establishes. The Franchisor reserves the right to terminate the International Marketing Fund upon 30 days prior written notice to all franchisees and any remaining monies will be distributed pro rata based on all MULTIVISTA Businesses' contributions within the preceding 12 months.

**12.4 Local Advertising.** The Franchisee agrees to spend a minimum per calendar quarter of 2% of the total amount of its Gross Sales for each calendar quarter for local advertising, marketing and promotion (“**Local Advertising Allocation**”). Gross Sales for purposes of computing the Local Advertising Allocation shall include both in Territory and Out of Territory Gross Sales. The Franchisee shall prepare and submit a quarterly report to the Franchisor which accounts for the use of the Local Advertising Allocation no later than 5 days following the end of each calendar quarter during the term of this Agreement. The Franchisor reserves the right to reallocate all or any portion of the Local Advertising Allocation to Regional Advertising (defined and described in Section 12.5 below), in which case the Franchisor shall provide the Franchisee with 30 days prior written notice of the reallocation. If, at the request of the Franchisee, the Franchisor agrees to participate in any local advertising, marketing or promotion, the Franchisor reserves the right to charge a fee for the cost of such assistance to the International Marketing Fund or directly to the Franchisee.

**12.5 Regional Advertising Programs.** The Franchisor reserves the right, upon 30 days prior written notice to the Franchisee, to create a regional advertising association (“**Co-op**”) for the benefit of MULTIVISTA franchisees located within a particular geographic area. If a Co-op is established for the area where the Franchisee is located, the Franchisee will be required to participate in the Co-op for the purpose of selecting and participating in regional advertising, marketing and promotion programs for MULTIVISTA Businesses. The Franchisor, in its sole discretion, may contribute all or a portion of the Advertising Contributions received by the Franchisor from franchisees in the Co-op for such advertising, marketing and promotion programs. In addition, the Franchisor shall have the right to require, in its sole discretion, the Franchisee to allocate all or a portion of the Local Advertising Allocation required by Section 12.4 above to the regional advertising association. The Franchisee will be required to remain a member of and be bound by the decisions of the majority of the members of the Co-op regarding expenditures,

assessments and dues of the Co-op, to the extent that they are approved by the Franchisor. Each Co-op has the right, by majority vote, to require its members to pay additional monthly dues to the Co-op. The failure of the Franchisee to participate in the Co-op or pay any dues required by the Co-op, may, at the option of the Franchisor, be deemed to be a breach of this Agreement. The Franchisor has the right, in its sole discretion, to determine the composition of all geographic territories and market areas for the implementation of such regional advertising, marketing and promotion campaigns and to require that the Franchisee participate in such regional advertising programs as and when they may be established by the Franchisor. If a regional advertising program is implemented on behalf of a particular region by the Franchisor, the Franchisor, to the extent reasonably calculable, will only use contributions from MULTIVISTA franchisees within such region for the particular regional advertising program. The Franchisor reserves the right to seek reimbursement from the Co-op for reasonable administrative costs, salaries and overhead as the Franchisor may incur in activities related to the implementation and administration of the Co-op and advertising, marketing and promotion programs. The Franchisor also reserves the right to establish an advertising cooperative for a particular region to enable the cooperative to self-administer the regional advertising, marketing and promotional program; provided that the Franchisor shall have the right to review and approve the governing documents of such a self-administering cooperative.

**12.6 Advertising Materials.** The Franchisor may, but is not obligated to, periodically create, develop, prepare and/or produce marketing and advertising materials for use by its franchisees. The Franchisor may provide these materials to the Franchisee or to a regional advertising co-op. The Franchisor and its designees reserve the right to charge a fee for the cost of such materials to the International Marketing Fund or directly to the Franchisee.

**12.7 Electronic Advertising.** The Franchisee shall not develop, create, distribute, disseminate or use any Internet communication including, without limitation, any website, blog, instant messaging service, social media site or networking account or other electronic or other communication method now in existence or to be created, or any multimedia, telecommunication, mass electronic mail or audio/visual advertising, promotional or marketing materials (collectively “**Electronic Advertising**”), directly or indirectly related to the MULTIVISTA Business, any other franchised MULTIVISTA Business, the Marks, the Licensed Methods and the Franchisor and its affiliates, without the Franchisor’s prior written consent, which consent may be withheld, withdrawn and amended in the Franchisor’s sole discretion. The Franchisor shall retain the exclusive right to develop, publish and control the content of all Electronic Advertising for the MULTIVISTA Businesses. The Franchisor has the right, upon 30 days’ prior written notice, to require the Franchisee to participate in any Electronic Advertising of the MULTIVISTA Businesses sponsored by the Franchisor. The Franchisor has the right to require the Franchisee, to change, delete or provide access to the Franchisor to any Electronic Advertising. If the Franchisor permits or requires the Franchisee to develop any Electronic Advertising, the Franchisee shall do so in compliance with the Franchisor’s policies and rules regarding the creation, maintenance, use, publication and content of such Electronic Advertising as set forth in this Agreement, the Operations Manual or Electronic Advertising code of conduct that the Franchisor may develop, disseminate and modify from time to time. Any amounts that the Franchisee spends to participate in Electronic Advertising shall be credited toward the Franchisee’s local advertising obligations.

**12.8 Construction Data Fee.** The Franchisee shall pay to the Franchisor or its designee a “**Construction Data Fee**” in the amount designated by the Franchisor from time to time. This fee is subject to change based upon the charges of third-parties for the construction data and other factors. The Construction Data Fee shall be due and payable semi-annually upon receipt by the Franchisee of an invoice from the Franchisor. The Franchisor reserves the right to require that the Construction Data Fee be paid at the time and in the manner the Franchisor shall designate from time to time. The Construction Data Fee may be placed in the International Marketing Fund, in the sole discretion of the Franchisor. The Franchisor

reserves the right to change where the Construction Data Fee is deposited and to otherwise modify how construction data is purchased.

### **13. QUALITY CONTROL**

**13.1 Compliance with Operations Manual.** The Franchisee shall maintain and operate the MULTIVISTA Business in compliance with this Agreement and the standards and specifications contained in the Operations Manual, as the same may be modified from time to time by the Franchisor.

**13.2 Standards and Specifications.** The Franchisor will make available to the Franchisee standards and specifications for services and products offered at or through the MULTIVISTA Business including, without limitation, the construction and existing facilities documentation services and other approved services and products, as well as for the sales, field operations and business techniques, procedures and processes for the Business. The Franchisor will also make available to the Franchisee the standards and specifications for the vehicles, equipment, supplies, tools, client reports, minimum staffing requirements, office equipment, communication and technology systems, software, trademark graphics, billing forms and invoices, client service standards, insurance, materials, forms and other items and services used in connection with the MULTIVISTA Business. The Franchisor reserves the right to change standards and specifications for the: (i) services and products offered at or through the MULTIVISTA Business including the construction and existing facilities documentation services and other approved services and products, (ii) sales, field operations and business techniques, procedures and processes of the Business and (iii) vehicles, equipment, supplies, tools, client reports, office equipment, communication and technology systems, software, trademark graphics, billing forms and invoices, client service standards, insurance, materials, forms and other items and services used in connection with the operation of the Business upon 30 days prior written notice to the Franchisee.

**13.3 Inspections.** The Franchisor will have the right to examine the Business Location and any vehicles used by the Franchisee in its Business operations, including the equipment, communication and technology systems, supplies, products, and materials, to ensure compliance with all standards and specifications set by the Franchisor. The Franchisor will conduct such inspections during regular business hours and the Franchisee may be present at such inspections. The Franchisor, however, reserves the right to conduct the inspections without prior notice to the Franchisee. The Franchisor also has the right to conduct the inspections remotely for communication and technology systems or as otherwise applicable. The Franchisee shall furnish promptly, upon the Franchisor's request, information regarding the equipment, communication and technology systems, supplies, construction and existing facilities documentation and other services, products, materials and methods used or provided in connection with the MULTIVISTA Business. During the inspections conducted by the Franchisor, the Franchisor shall have the right to: (i) interview employees and clients of the Business, (ii) take samples, pictures or otherwise maintain a record of the items used in or instruments of service provided through the Business and (iii) make copies of the books and records of the Business.

**13.4 Restrictions on Services and Products.** Except with the prior written consent of the Franchisor, the Franchisee must offer and sell all services and products required by the Franchisor. The Franchisee is prohibited from offering or selling any services or products and from utilizing means of operation not authorized by the Franchisor as being a part of the Licensed Methods. See Section 10.1.d above. However, if the Franchisee proposes to offer, conduct or utilize services, products, materials, items or supplies for use in connection with or sale through the MULTIVISTA Business which are not previously approved by the Franchisor as meeting its standards and specifications, the Franchisee shall first notify the Franchisor in writing requesting approval. The Franchisor may, in its sole discretion, elect to withhold such approval; however, in order to make such determination, the Franchisor may require submission of specifications, information, or samples of such services, products, materials, items or supplies. The Franchisee shall

reimburse the Franchisor for the actual cost of any testing and the reasonable cost of investigation to determine whether the proposed services, products, materials, items or supplies meet the Franchisor's standards and specifications. The Franchisor will endeavor to advise the Franchisee within 30 days whether such services, products, materials, items or supplies meet its standards and specifications and are otherwise approved; however, the Franchisor's failure to respond within 30 days shall not be deemed approval. Unless and until the Franchisor approves the proposed supplier or item in writing, the proposed supplier or item will be considered disapproved. The Franchisor may continue from time to time to inspect any manufacturer's, supplier's, or distributor's facilities, services and products to assure proper production, processing, storing and transportation of services, products, materials, items and supplies to be purchased from the manufacturer, supplier or distributor by the Franchisee. Permission to conduct such inspections will be a condition of the continued approval of such manufacturer, supplier or distributor.

**13.5 Approved Suppliers.** The Franchisee will purchase or license all equipment, products, services, supplies and materials required for the operation of the MULTIVISTA Business licensed herein, only from manufacturers, suppliers or distributors designated by the Franchisor or from such other suppliers who meet all of the Franchisor's specifications and standards as to quality, composition, finish, appearance and service, and who will adequately demonstrate their capacity and facilities to supply the Franchisee's needs in the quantities, at the times, and with the reliability requisite to an efficient operation. The Franchisor reserves the right to designate from time to time, a single supplier for any equipment, products, services, supplies and materials and to require the Franchisee to use such a designated supplier exclusively, which exclusive designated supplier may be the Franchisor or its affiliates. The Franchisor and its affiliates may receive payments from suppliers on account of such suppliers' dealings with the Franchisee and other franchisees and may use all such amounts without restriction and for any purpose Franchisor and its affiliates deem appropriate (unless the Franchisor and its affiliates agree otherwise with the supplier). In the event that the Franchisee proposes to use an alternative supplier to any supplier proposed, nominated or previously approved by the Franchisor, the Franchisee shall first notify the Franchisor in writing requesting approval of such supplier. The Franchisor may, in its sole discretion, elect to withhold such approval; however, in order to make such determination, the Franchisor may require submission of specifications, information, or samples of such services, products, materials, items or supplies. The Franchisee shall reimburse the Franchisor for the actual cost of any testing and the reasonable cost of investigation to determine whether the proposed supplier meets the Franchisor's standards and specifications. The Franchisor will endeavor to advise the Franchisee within 30 days whether such supplier meets its standards and specifications and are otherwise approved; however, the Franchisor's failure to respond within 30 days shall not be deemed approval. Unless and until the Franchisor approves the proposed supplier, the proposed supplier will be considered disapproved. The Franchisor may continue from time to time to inspect any supplier's facilities, services and products to determine suitability of such supplier for engagement by the Franchisee. Permission to conduct such inspections will be a condition of the continued approval of such supplier.

## **14. MARKS, TRADE NAMES AND PROPRIETARY INTERESTS**

**14.1 Marks.** The Franchisee hereby acknowledges that the Franchisor has the sole right to register, license and control the Franchisee's use of the MULTIVISTA service mark and other of the Marks. The Franchisee acknowledges that it has not acquired any right, title or interest in the Marks except for the right to use the Marks in the operation of its MULTIVISTA Business as it is governed by this Agreement. The Franchisee shall obtain the Franchisor's prior written approval of all written materials and items which include any of the Marks, including but not limited to, advertising, marketing and promotional materials, signs, tools, equipment, vehicles and clothing and all other written materials and items which include any of the Marks. The Franchisee agrees not to produce or distribute any advertising, marketing or promotional materials without first obtaining the Franchisor's written consent. The Franchisee agrees not to use any of the Marks as part of an electronic mail address, or on any sites on the Internet or the World Wide Web and

the Franchisee agrees not to use or register any of such Marks as a domain name on the Internet without the Franchisor's prior written consent.

**14.2 No Use of Other Marks.** The Franchisee further agrees that no Mark other than "MULTIVISTA" or such other Marks as may be specified by the Franchisor will be used in the promotion or operation of the MULTIVISTA Business.

**14.3 Licensed Methods.** The Franchisee hereby acknowledges that the Franchisor owns and controls the distinctive plan for the establishment, operation and promotion of the MULTIVISTA Business and all related licensed methods of doing business, previously defined as the "**Licensed Methods**," which include, but are not limited to, standards, specifications and techniques for the construction and existing facilities documentation services and other services and products offered through the MULTIVISTA Business, technical equipment standards, client relations and sales presentation techniques, bidding techniques, pricing information and calculators, and marketing and promotional techniques, all of which constitute Confidential Information and trade secrets of the Franchisor, and the Franchisee acknowledges that the Franchisor has valuable rights in and to such Confidential Information and trade secrets. The Franchisee acknowledges and agrees that it will promptly notify the Franchisor about any and all modifications or additions to the Licensed Methods developed by the Franchisee and that all such modifications or additions shall inure solely to the benefit of the Franchisor and may be adopted by the Franchisor and incorporated into the Licensed Methods without the Franchisor owing any compensation to the Franchisee. The Franchisee further acknowledges that it has not acquired any right, title or interest in the Licensed Methods except for the right to use the Licensed Methods in the operation of the MULTIVISTA Business as it is governed by this Agreement.

**14.4 Effect of Termination.** In the event this Agreement is terminated for any reason, the Franchisee will immediately cease using any of the Licensed Methods, Marks, trade names, trade dress, trade secrets, copyrights or any other symbols used to identify the MULTIVISTA Business, and all rights the Franchisee had to the same will automatically terminate. The Franchisee agrees to execute any documents of assignment as may be necessary to transfer any rights the Franchisee may possess in or to the Marks to the Franchisor.

**14.5 Trademark Infringement and Trade Secret Misappropriation.** The Franchisee agrees to notify the Franchisor in writing of any possible: (i) infringement or illegal use by others of a trademark the same as or confusingly similar to the Marks and (ii) misappropriation of any trade secret or Confidential Information related to the MULTIVISTA Business. The Franchisee acknowledges that the Franchisor will have the right, in its sole discretion, to determine whether any action will be taken on account of any possible infringement, illegal use or misappropriation. The Franchisor may commence or prosecute such action in the Franchisor's own name and may join the Franchisee as a party thereto if the Franchisor determines it to be reasonably necessary for the continued protection and quality control of the Marks, Licensed Methods, trade secrets or Confidential Information. The Franchisor will bear the reasonable cost of any such action, including attorneys' fees. The Franchisor shall be entitled to any award of attorneys' fees or damages. The Franchisee agrees to fully cooperate with the Franchisor in any such litigation.

**14.6 Franchisee's Business Name.** The Franchisee acknowledges that the Franchisor has a prior and superior claim to the MULTIVISTA trade name. The Franchisee will not use the words "MULTIVISTA" or any confusingly similar designation in the legal name of its corporation, partnership or any other business entity used in conducting operations at its Business as provided for in this Agreement. The Franchisee also agrees not to register or attempt to register a trade name using the word "MULTIVISTA" or any confusingly similar designation in the Franchisee's name or that of any other person or business entity, without the prior written consent of the Franchisor. When this Agreement is terminated, the Franchisee will execute any assignment or other document the Franchisor requires to transfer to itself any rights the Franchisee may

possess in a trade name utilizing the word “MULTIVISTA” or any other Mark owned by the Franchisor. The Franchisee shall not identify itself as being “Multivista Systems LLC” or as being associated with the Franchisor in any manner other than as a franchisee or licensee. The Franchisee shall, in all signage and promotional materials, display its business name only in obvious conjunction with the phrase “MULTIVISTA Licensee” or “MULTIVISTA Franchisee” or with such other words and in such other phrases to identify itself as an independent owner of the Business, as may from time to time be prescribed in the Operations Manual.

**14.7 Change of Marks.** In the event that the Franchisor, in its sole discretion, determines it necessary to modify or discontinue use of any proprietary Marks, or to develop additional or substitute marks, the Franchisee will, within a reasonable time after receipt of written notice of such a modification or discontinuation from the Franchisor, take such action, at the Franchisee’s sole expense, as may be necessary to comply with such modification, discontinuation, addition or substitution.

**14.8 Creative Ownership.** Unless the Franchisor determines otherwise, all works capable of copyright protection shall be the sole property of the Franchisor. The Franchisee assigns all proprietary rights, including copyrights, in these works to the Franchisor without additional consideration. The Franchisee hereby assigns and will execute such additional assignments or documentation to effectuate the assignment of all intellectual property, inventions, copyrights, trademarks and trade secrets developed in part or in whole in relation to the Business, during the term of this Agreement, as the Franchisor may deem necessary in order to enable the Franchisor, its affiliates or suppliers at their expense, to apply for, prosecute and obtain copyrights, trademarks, patents or other proprietary rights in the United States and in other countries or in order to transfer to the Franchisor, its affiliates or its suppliers all right, title, and interest in said property. The Franchisee shall promptly disclose to the Franchisor all inventions, discoveries, improvements, creations, patents, copyrights, trademarks and confidential information relating to the Business which it or any of its owners, officers or employees has made or may make solely, jointly or commonly with others and shall promptly create a written record of the same. In addition to the foregoing, the Franchisee acknowledges and agrees that any improvements or modifications, whether or not capable of copyright protection, directly or indirectly related to the Business, shall be deemed to be a part of the Licensed Methods and shall inure to the benefit of the Franchisor.

## **15. REPORTS, RECORDS AND FINANCIAL STATEMENTS**

**15.1 Franchisee Reports.** The Franchisee will implement and maintain, at its own expense, bookkeeping, accounting, data processing, communication, financial reporting and analysis and other technology systems which are designated by the Franchisor or which conform to the standards and specifications which the Franchisor may prescribe from time to time. The Franchisor reserves the right to require that the Franchisee utilize a payroll service provider that the Franchisor either designates or approves. The Franchisee shall at all times provide the Franchisor with electronic access and hereby consents to such access to the data and information in its computer, bookkeeping, accounting, data processing, communications, financial reporting and analysis and other technology systems related to the Business by purchasing and maintaining computer hardware and software and joining an electronic network connection service which meets the Franchisor’s standards and specifications or otherwise provide access to such data and information as determined by the Franchisor from time to time. The records and reports which the Franchisee provides to the Franchisor, including the chart of accounts, shall comply with the reporting standards and specifications that the Franchisor designates from time to time. If the Franchisee does not comply with the accounting and reporting standards of the Franchisor, the Franchisor reserves the right to require the Franchisee to hire a third-party accounting firm designated by the Franchisor. The Franchisor reserves the right to modify the deadline date for submittal of reports and method of submission of reports as set forth by the Franchisor in the Operations Manual from time to time. The Franchisee shall

supply the Franchisor with such types of reports in a manner and form as the Franchisor may from time to time reasonably require, including:

a. Monthly service, summary and Gross Sales reports in a form as may be prescribed by the Franchisor and sent by mail, facsimile or electronically or accessed electronically by the Franchisor, as designated by the Franchisor from time to time, and received by the Franchisor or made available to be accessed by the Franchisor no later than the 10th day of each month and containing information relative to the previous month's sales and operations. Gross Sales reports shall include in Territory Gross Sales, Out of Territory Gross Sales and Set-Up Fee Gross Sales in a form as may be prescribed by the Franchisor;

b. Monthly and year to date financial statements, prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), and consisting of a profit and loss statement and balance sheet for the MULTIVISTA Business, mailed, electronically transmitted or otherwise transmitted or electronically accessed as designated by the franchisor from time to time, and received by the Franchisor or made available to be accessed by the Franchisor no later than the 10th day of each month, which financial statements will be submitted in a form approved by the Franchisor and will be certified by the Franchisee to be correct;

c. The Franchisee will, within 60 days after the end of the fiscal year, which fiscal year shall be designated by the Franchisor from time to time, provide to the Franchisor annual unaudited financial statements, including, without limitation, a balance sheet and profit and loss/income statement compiled or reviewed by an independent certified public accountant in good standing and prepared in accordance with GAAP, and state and federal income tax returns and sales tax returns within 15 days of the filing; and

d. The Franchisee shall also provide copies of all other reports, financial statements and records reasonably requested by the Franchisor including, without limitation, client contracts and related documentation for the construction and existing facilities documentation services.

**15.2 Financial, Account and Other Information Access and Use.** The Franchisee consents to the Franchisor obtaining financial, account and other information and data regarding the Business and its operations from the Franchisee and third parties with whom the Franchisee does business, as and when deemed necessary by the Franchisor. The Franchisor has the right, and the Franchisee hereby consents, to the Franchisor using and disclosing all financial, account and other information and data received or obtained from the Franchisee or third parties and may also identify the Territory or otherwise identify the Business together with the financial, account and other information and data.

**15.3 Verification.** Each report and financial statement to be submitted to the Franchisor hereunder will be signed and verified by the Franchisee.

**15.4 Books and Records.** The Franchisee will maintain all books and records for its MULTIVISTA Business in a manner prescribed by the Franchisor and in accordance with GAAP, consistently applied, and preserve these records for at least three years after the end of the fiscal year to which they relate.

**15.5 Audit of Books and Records.** The Franchisee shall permit the Franchisor to inspect and audit the books and records of the MULTIVISTA Business at any reasonable time, at the Franchisor's expense. If any audit discloses a deficiency in amounts for payments owed to the Franchisor pursuant to this Agreement, then such amounts shall become immediately payable to the Franchisor by the Franchisee, with interest from the date such payments were due at the lesser of 1½% per month or the maximum rate allowed by law. If the Franchisee (1) fails to furnish required reports or supporting records on a timely basis for

two or more consecutive reporting periods or the Franchisor's inability to collect Royalties, Out of Territory Royalties, or the Advertising Contribution for two consecutive months; (2) fails to have the books and records available for an audit after receiving reasonable, advance notice from the Franchisor; (3) otherwise fails to cooperate with the Franchisor's requested audit, or (4) understates its Gross Sales for the period of any audit by greater than 3%, then the Franchisee shall reimburse the Franchisor for the cost of such audit or inspection, including, without limitation, the charges of attorneys and any independent accountants and the travel expenses, room and board and compensation of the Franchisor's employees.

**15.6 Failure to Comply with Reporting Requirements.** In the event the Franchisee fails to timely prepare and submit any statement or report as required under this Article 15, the Franchisee shall owe a \$50 administrative fee to be automatically assessed and debited from the Franchisee's bank account or paid by the Franchisee to the Franchisor upon demand. If the Franchisee fails to prepare and submit any statement or report as required under this Article 15, then the Franchisor shall have the right to treat the Franchisee's failure as good cause for termination of this Agreement.

## 16. TRANSFER

**16.1 Transfer by Franchisee.** The franchise granted herein is personal to the Franchisee and, except as stated below, the Franchisee shall not transfer, assign, subfranchise or convey this Agreement or any interest hereunder nor purport to do so without the Franchisor's prior written consent which may be withheld in the Franchisor's reasonable discretion. The Franchisee acknowledges that prior to approving any transfer, the Franchisor may impose reasonable conditions on the Franchisee and its purported transferee including but not limited to those conditions listed in Section 16.2. As used in this Agreement, the term "**transfer**" shall mean and include the voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition by the Franchisee (or any of its owners) of any interest in: (1) this Agreement; (2) the ownership of the Franchisee; or (3) the Business or any assets of the Business. The term "**transfer**" shall also include an assignment, sale, gift or other disposition, including those transfers described in Sections 16.5 and 16.7 and those resulting from a divorce, insolvency, corporate or partnership dissolution proceeding, merger, change of control, operation of law or, in the event of the death of the Franchisee, or an owner of the Franchisee by will, declaration of or transfer in trust or under the laws of intestate succession.

**16.2 Pre-Conditions to Franchisee's Transfer.** The Franchisee shall not transfer its rights under this Agreement or any interest in it, or any part or portion of any entity that owns it or any portion of the assets of the MULTIVISTA Business, unless the Franchisee obtains the Franchisor's written consent and complies with the following requirements:

- a. Payment of all amounts due and owing pursuant to this Agreement by the Franchisee to the Franchisor, the Franchisor's affiliates and to third parties holding a security interest in any asset of the Business;
- b. Agreement by the proposed transferee to satisfactorily complete the initial training program and obtain required certifications described in this Agreement, which training and certifications may be completed by the transferee either prior to or immediately after the transfer;
- c. Execution of a Franchise Agreement in a form then currently offered by the Franchisor, which shall supersede this Agreement in all respects. If a new Franchise Agreement is signed, the terms thereof may differ from the terms of this Agreement; provided, however, the transferee will not be required to pay any additional initial franchise fee;

d. Provision by the Franchisee of written notice to the Franchisor 30 days prior to the proposed effective date of the transfer, such notice to contain information reasonably detailed to enable the Franchisor to evaluate the terms and conditions of the proposed transfer;

e. The proposed transferee shall have provided information to the Franchisor sufficient for the Franchisor to assess the proposed transferee's business experience, aptitude and financial qualifications, and the Franchisor shall have approved the transferee in writing;

f. Execution by Franchisee of a general release, in a form satisfactory to the Franchisor, of any and all claims against the Franchisor, its affiliates and their respective officers, directors, shareholders, managers, members, employees and agents;

g. Payment by the Franchisee or the proposed transferee of \$10,000, subject to state law, which is due and payable upon execution of the Franchisor's then current Franchise Agreement or as otherwise designated by the Franchisor and will be nonrefundable under all circumstances once paid; and

h. Agreement by the Franchisee to abide by the post-termination covenant not to compete set forth in Section 20.2 below.

**16.3 Franchisor's Approval of Transfer**. Provided the Franchisee provides the Franchisor with all information reasonably required for the Franchisor to evaluate the proposed transfer together with the Franchisee's written notice, the Franchisor has 30 days from the date of receipt of the written notice of the proposed transfer to approve or disapprove, in writing, the Franchisee's proposed transfer. The Franchisee acknowledges that the proposed transferee shall be evaluated for approval by the Franchisor based on the same criteria as is currently being used to assess new franchisees of the Franchisor and that such proposed transferee shall be provided, if appropriate, with such disclosures as may be required by state or federal law. The Franchisor shall have the right to approve the material terms and conditions of the transfer, including, without limitation, the right to confirm that the price and terms of payment are not so burdensome as to affect adversely the transferee's operation of the Business. If the Franchisee (and/or the transferring owners) finances any part of the sale price of the transferred interest, unless waived in writing by the Franchisor, the Franchisee and/or its owners must agree that all obligations of the transferee under or pursuant to any promissory notes, agreements or security interests reserved by the Franchisee or its owners in the assets of the Business or the Business Location shall be subordinate to the transferee's obligations to pay Royalties and other amounts due to the Franchisor and its affiliates and to otherwise comply with this Agreement. If the Franchisee and the proposed transferee comply with all conditions for transfer set forth herein and the Franchisor has not given the Franchisee notice of its approval or disapproval within the 30-day period, approval is deemed granted. Franchisor's approval of one transfer does not constitute approval of any subsequent transfer.

**16.4 Right of First Refusal**. If the Franchisee wishes to transfer its rights under this Agreement or any interest in it, or any part or portion of any business entity that owns it, or all or a substantial portion of the assets of the MULTIVISTA Business, the Franchisee agrees to grant to the Franchisor a 30 day right of first refusal to purchase such rights, interest or assets on the same terms and conditions as are contained in the written offer to purchase submitted to the Franchisee by the proposed transferee; provided, however, the following additional terms and conditions shall apply:

a. The Franchisee shall notify the Franchisor of such offer by sending a written notice to the Franchisor (which notice may be the same notice as required by Section 16.2.d above), enclosing a copy of the written offer from the proposed transferee;

b. The 30 day right of first refusal period will run concurrently with the period in which the Franchisor has to approve or disapprove the proposed transferee;

c. Such right of first refusal is effective for each proposed transfer and any material change in the terms or conditions of the proposed transfer shall be deemed a separate offer on which a new 30 day right of first refusal shall be given to the Franchisor;

d. If the consideration or manner of payment offered by a third party is such that the Franchisor may not reasonably be required to furnish the same, then the Franchisor may purchase the interest which is proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the cash consideration, Franchisor and Franchisee shall each select one appraiser, and the two so selected shall select a third appraiser, all three to determine the cash consideration. The cash consideration shall be the arithmetic mean of the values determined by the three appraisers and such determination will be binding upon the parties. All expenses of the appraisers shall be paid for equally between the Franchisor and the Franchisee;

e. If the Franchisor chooses not to exercise its right of first refusal, the Franchisee shall be free to complete the transfer, subject to compliance with Sections 16.2 and 16.3 above. Absence of a reply to the Franchisee's notice of a proposed sale within the 30-day period is deemed a waiver of such right of first refusal; and

f. The Franchisor shall have the right to assign its right of first refusal including, but not limited to, to any affiliate or other franchisee of the Franchisor.

**16.5 Specific Types of Transfers.** The Franchisee acknowledges that the Franchisor's right to approve or disapprove of a proposed transfer, and all other requirements and rights related to such proposed transfer, as provided for above, shall apply (1) if the Franchisee is a partnership or other business association, to the addition or deletion of a partner or members of the association or the transfer of any partnership or membership among existing partners or members; (2) if the Franchisee is a corporation or limited liability company, to any proposed transfer or assignment of the stock, membership interests or entity ownership of the corporate or limited liability company Franchisee; (3) if the Franchisee is an individual, to the transfer from such individual or individuals to an entity controlled by them, in which case the Franchisor's approval will be conditioned upon: (i) the continuing personal guarantee of the individual (or individuals) for the performance of obligations under this Agreement; (ii) a limitation on the entity's business activity to that of operating the MULTIVISTA Business and related activities; and (iii) other reasonable conditions; and (4) if the proposed transfer is to an immediate family member of Franchisee or if Franchisee is an entity, to an immediate family member of the owner(s) of the Franchisee entity. With respect to a proposed transfer as described in subsection (3) or (4) of this Section, the Franchisor's right of first refusal to purchase, as set forth above, shall not apply and the Franchisor will waive any transfer fee chargeable to the Franchisee for a transfer under these circumstances.

**16.6 Assignment by the Franchisor.** This Agreement is fully assignable by the Franchisor and shall inure to the benefit of any assignee or other legal successor in interest, and the Franchisor shall in such event be fully released from the same.

**16.7 Franchisee's Death or Disability.** Upon the death or permanent disability of the Franchisee (or the individual controlling the Franchisee entity), the executor, administrator, conservator, guardian or other personal representative of such person shall transfer the Franchisee's interest in this Agreement or interest in the Franchisee entity to a third party approved by the Franchisor. Such disposition of this Agreement or such interest (including, without limitation, transfer by bequest or inheritance) shall be completed within a reasonable time, not to exceed 180 days from the date of death or permanent disability, and shall be subject

to all terms and conditions applicable to transfers contained in this Article 16. Failure to transfer the interest in this Agreement or interest in the Franchisee entity within said period of time shall constitute a breach of this Agreement. For the purposes hereof, the term “permanent disability” shall mean a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent the Franchisee or the owner of a controlling interest in the Franchisee entity from supervising the management and operation of the MULTIVISTA Business for a period of 120 days from the onset of such disability, impairment or condition.

## 17. TERM AND EXPIRATION

**17.1 Term.** The term of this Agreement is for a period of 10 years from the date of this Agreement, unless sooner terminated as provided herein.

**17.2 Continuation.** If, for any reason, the Franchisee continues to operate the Business beyond the term of this Agreement or any subsequent renewal period, it shall be deemed to be on a month-to-month basis under the terms of this Agreement and subject to termination upon 30 days’ notice or as required by law. If said holdover period exceeds 90 days, this Agreement is subject to immediate termination unless applicable law requires a longer period. Upon termination after any holdover period, the Franchisee and those in active concert with the Franchisee, including family members, officers, directors, partners and managing agents, are subject to the terms of Articles 20 and 22 and Section 18.5 of this Agreement and all other applicable post-termination obligations contained in this Agreement.

**17.3 Rights Upon Expiration.** At the end of the initial term hereof the Franchisee will have the option to renew its franchise rights for the term in the then current franchise agreement, by acquiring successor franchise rights, if the Franchisor does not exercise its right not to offer a successor franchise in accordance with Section 17.5 below and if the Franchisee satisfies the following conditions:

- a. At least 30 days prior to expiration of the term, executes and returns to the Franchisor the form of Franchise Agreement then in use by the Franchisor, which may contain terms and conditions that are materially different from those in this Agreement;
- b. Has complied with all provisions of this Agreement during the current term, including the payment on a timely basis of all Royalties and other fees due hereunder. “Compliance” will mean, at a minimum, that the Franchisee has not received any written notification from the Franchisor of breach hereunder more than three times during the term of this Agreement;
- c. Upgrades the MULTIVISTA Business and its operations and equipment at the Franchisee’s sole expense (the necessity of which will be in the sole discretion of the Franchisor) to conform with the then current Operations Manual;
- d. Executes a general release, in a form satisfactory to the Franchisor, of any and all claims against the Franchisor and its affiliates, and their respective officers, directors, shareholders, managers, members, employees and agents arising out of or relating to this Agreement; and
- e. Pays a successor franchise fee in the amount of \$5,000, which is due and payable upon execution and return to the Franchisor of the Franchisor’s then current Franchise Agreement and will be nonrefundable under all circumstances once paid.

**17.4 Exercise of Option for Successor Franchise.** The Franchisee may exercise its option for a successor franchise by giving written notice of such exercise to the Franchisor not fewer than 180 days or more than one year prior to the scheduled expiration of this Agreement. The Franchisee’s successor

franchise rights will become effective by timely signing and returning to the Franchisor the Franchise Agreement then currently being offered to new franchisees of the Franchisor and by paying the successor franchise fee; however, an additional initial franchise fee will not be charged. If the Franchisee fails to give the Franchisor timely notice in accordance with this Section 17.4, then this Agreement will, at the Franchisor's option, expire in accordance with its terms and the Franchisor shall have no obligation to grant any additional or successor franchise rights pursuant to Section 17.3 above.

**17.5 Conditions of Refusal.** The Franchisor shall not be obligated to offer the Franchisee a successor franchise upon the expiration of this Agreement if the Franchisee fails to comply with any of the above conditions of renewal. If the Franchisor does not offer a successor franchise to the Franchisee, the Franchisor shall give notice of expiration at least 180 days prior to the expiration of the term (unless such refusal is due to the Franchisee's failure to comply with Section 17.3, subsections a., b, c., d. or e.) and such notice shall set forth the reasons for such refusal to offer successor franchise rights. Upon the expiration of this Agreement, the Franchisee shall comply with the provisions of Section 18.5 below.

## 18. DEFAULT AND TERMINATION

**18.1 Termination by Franchisor - Effective Upon Notice.** The Franchisor will have the right, at its option, to terminate this Agreement and all rights granted the Franchisee hereunder, without affording the Franchisee any opportunity to cure any default (subject to any state laws to the contrary, where state law will prevail), effective upon receipt of notice by the Franchisee, addressed as provided in Section 23.12, upon the occurrence of any of the following events:

a. **Unauthorized Disclosure.** If the Franchisee intentionally or negligently discloses to any unauthorized person the contents of or any part of the Franchisor's Operations Manual or any other trade secrets or Confidential Information of the Franchisor;

b. **Abandonment.** If the Franchisee ceases to operate the Business or otherwise abandons the Business for a period of 10 consecutive days, or any shorter period that indicates an intent by the Franchisee to discontinue operation of the Business. The Franchisee's suspension or termination of the Business's operation due to fire, flood, earthquake or force majeure shall not be deemed abandonment;

c. **Insolvency; Assignments.** If the Franchisee becomes insolvent or is adjudicated a bankrupt; or any action is taken by the Franchisee, or by others against the Franchisee under any insolvency, bankruptcy or reorganization act, (this provision may not be enforceable under federal bankruptcy law, 11 U.S.C. §§ 101 et seq.), or if the Franchisee makes an assignment for the benefit of creditors, or a receiver is appointed by the Franchisee;

d. **Unsatisfied Judgments; Levy; Foreclosure.** If any material judgment (or several judgments which in the aggregate are material) is obtained against the Franchisee and remains unsatisfied or of record for 30 days or longer (unless a supersedeas or other appeal bond has been filed); or if execution is levied against the Franchisee's Business or any of the property used in the operation of the MULTIVISTA Business and is not discharged within 5 days; or if the real or personal property of the Franchisee's Business will be sold after levy thereupon by any sheriff, marshal or constable;

e. **Criminal Conviction.** If the Franchisee or any of its principals or its Principal Operator is convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of the Franchisor, to materially and unfavorably affect the Licensed Methods, Marks, goodwill or reputation thereof;

f. **Repeated Noncompliance.** If the Franchisee has received more than 2 notices of default from the Franchisor within any 12-month period, regardless of whether the defaults were cured by the Franchisee;

g. **Unauthorized Transfer.** If the Franchisee transfers or otherwise assigns the Franchise, an interest in the franchise or the Franchisee entity, this Agreement, the MULTIVISTA Business or a substantial portion of the assets of the MULTIVISTA Business owned by the Franchisee without complying with the provisions of Article 16 above;

h. **Violation of Restrictive Covenants.** If the Franchisee, any related entity or any individual subject to the restrictive covenants described in Article 20 intentionally or negligently violates one or more of those covenants;

i. **Misrepresentation.** If the Franchisee (or any of its owners) have made or makes a material misrepresentation or omission in acquiring the franchise or operating the MULTIVISTA Business; or

j. **Unethical or Dishonest Conduct.** If the Franchisee (or any of its owners) engage in any dishonest or unethical conduct which, in the Franchisor's opinion, adversely affects the reputation of the MULTIVISTA Business or the goodwill associated with the Marks.

**18.2 Termination by Franchisor - Ten Days' Notice.** The Franchisor will have the right to terminate this Agreement (subject to any state laws to the contrary, where state law will prevail), effective upon 10 days written notice to the Franchisee, if: (i) the Franchisee fails to pay any amounts due the Franchisor or its affiliates within 10 days after notice that such fees or amounts are overdue or (ii) the Franchisee misuses or fails to follow the Franchisor's directions and guidelines concerning use of the Franchisor's Marks and fails to correct the misuse or failure within 10 days after notification from the Franchisor. In that event, this Agreement will terminate without further notice to the Franchisee, effective upon expiration of the 10-day period.

**18.3 Termination by Franchisor – Thirty Days' Notice.** The Franchisor will have the right to terminate this Agreement (subject to any state laws to the contrary, where state law will prevail), effective upon 30 days written notice to the Franchisee, if the Franchisee breaches any provision of this Agreement except those listed in Sections 18.1 or 18.2, and fails to cure the default during such 30 day period. In that event, this Agreement will terminate without further notice to the Franchisee, effective upon expiration of the 30-day period. Defaults will include, but not be limited to, the following:

a. **Failure to Maintain Standards.** The Franchisee fails to maintain the then-current operating procedures and standards established by the Franchisor as set forth herein or in the Operations Manual or otherwise communicated to the Franchisee; or

b. **Deceptive Practices.** The Franchisee engages in any unauthorized business or practice or sells any unauthorized product or service under the Franchisor's Marks or under a name or mark which is confusingly similar to the Franchisor's Marks; or

c. **Failure to Obtain Consent.** The Franchisee fails, refuses or neglects to obtain the Franchisor's prior written approval or consent as required by this Agreement; or

d. **Failure to Comply with Manual.** The Franchisee fails or refuses to comply with the then-current requirements of the Operations Manual; or

e. **Breach of Related Agreement.** The Franchisee or affiliates of the Franchisee default under any term of any lease for the Business Location, a vehicle, or other equipment used in the Business, any supply agreement for products or services, any other Franchise Agreement or other agreement with the Franchisor or the Franchisor's affiliate, or any term of any other agreement material to the MULTIVISTA Business and such default is not cured within the time specified in such agreement; or

f. **Breach of National Account Relationship.** The Franchisee (i) fails to maintain the then-current operating procedures and standards established by the Franchisor relating to National Accounts generally and any specific National Account as set forth herein, in the Operations Manual or otherwise; (ii) defaults or fails to comply with any terms and conditions of a National Account Relationship; or (iii) fails to maintain the then-current operating procedures and standards established by a National Account relating to the provision of the MULTIVISTA Business services and products. If, after written notice, the Franchisee fails to cure any default described above in this Section 18.2.f., the Franchisor shall have the right, in its sole discretion, to (a) terminate any right the Franchisee may have to provide the MULTIVISTA Business services and products to such National Account or any endorsed, assigned or referred clients, and itself or through designees, affiliates or other franchisees, provide the MULTIVISTA Business services and products to the National Account or any endorsed, assigned or referred clients at their construction sites and existing facilities within the Territory, without compensation to the Franchisee, or (b) terminate this Agreement.

Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot reasonably be cured within such 30 day period and the Franchisee has commenced and is continuing to make good faith efforts to cure the breach during such 30 day period, the Franchisee will be given an additional reasonable period of time not to exceed 90 days, to cure the same, and this Agreement will not terminate absent written notice from the Franchisor.

**18.4 Minimum Sales Requirement.** The Franchisor will have the right to terminate this Agreement (subject to any state laws to the contrary, where state law will prevail) if the amount of the aggregate monthly in Territory percentage Royalty fails to exceed the amount of the aggregate monthly Flat Rate Royalty for four consecutive calendar quarters, the Franchisor provides the Franchisee written notice of such default and the Franchisee fails to cure the default during the next calendar quarter. "Cure" shall mean that the aggregate monthly in Territory percentage Royalty must exceed the aggregate monthly Flat Rate Royalty as computed under Section 11.1.b of this Agreement during the next calendar quarter after the above-described default.

**18.5 Minimum Staffing Requirements.** If the Franchisee fails to meet the Minimum Staffing Requirements, the Franchisor shall have the right to terminate this Agreement (subject to any state laws to the contrary where state law will prevail), effective upon 90 days written notice to the Franchisee if the Franchisee fails to cure the default during such 90 day period.

**18.6 Obligations of Franchisee Upon Termination or Expiration.** The Franchisee is obligated immediately upon termination or expiration of this Agreement to:

a. Pay to the Franchisor and its affiliates all Royalties, Out of Territory Royalties, Advertising Contributions, other fees, and any and all amounts or accounts payable then owed to the Franchisor or its affiliates pursuant to this Agreement, or pursuant to any other agreement, whether written or verbal;

b. Cease to identify itself as a MULTIVISTA Franchisee or publicly identify itself as a former Franchisee or use any of the Franchisor's or its affiliate's trade secrets, signs, symbols, devices, trade names, trademarks, or other materials;

c. Cease to identify the Business Location as being, or having been, associated with the Franchisor, and immediately cease using any proprietary mark of the Franchisor or any mark in any way associated with the MULTIVISTA Marks and Licensed Methods;

d. Deliver to the Franchisor all marketing materials, forms, samples, pamphlets and other materials bearing any of the Marks or otherwise identified with the Franchisor and obtained by and in connection with this Agreement;

e. Immediately cease use of the Franchisor's proprietary property and deliver to the Franchisor the Operations Manual and all other information, documents and copies thereof which are proprietary to the Franchisor. Upon termination or expiration of this Agreement, the Franchisor has the right to immediately terminate the Franchisee's access to the Franchisor's or its affiliates' proprietary property;

f. Take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to its use of any Marks which are under the exclusive control of the Franchisor or, at the option of the Franchisor, assign the same to the Franchisor;

g. Notify, within 10 days of the effective date of termination or expiration, the telephone company and all telephone directory publishers of the termination or expiration of the Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings associated with any Mark and to authorize transfer thereof to the Franchisor or its designee. The Franchisee acknowledges that, as between the Franchisee and the Franchisor, the Franchisor has the sole rights to and interest in all telephone, telecopy or facsimile machine numbers and directory listings associated with any Mark. The Franchisee authorizes the Franchisor, and hereby appoints the Franchisor and any of its officers as the Franchisee's attorney-in-fact, to direct the telephone company and all telephone directory publishers to transfer any telephone, telecopy or facsimile machine numbers and directory listings relating to the MULTIVISTA Business to the Franchisor or its designee, should the Franchisee fail or refuse to do so, and the telephone company and all telephone directory publishers may accept such direction or this Agreement as conclusive of the Franchisor's exclusive rights in such telephone numbers and directory listings and the Franchisor's authority to direct their transfer;

h. Within 10 days of the effective date of termination or expiration, deliver to the Franchisor, the Franchisee's vendor, supplier and client lists and accounts and all in process construction and existing facilities documentation content and related client information, documents and materials, and notify such vendors, suppliers and clients that the Franchisee is no longer associated with the Franchisor or the MULTIVISTA Business; and immediately cease contact or communication with all clients or prospective clients with whom the Franchisee was communicating related to the documentation services;

i. Abide by all restrictive covenants set forth in Article 20 of this Agreement;

j. If applicable, take such action as may be required to remove from the internet all sites, social media pages, accounts and references referring to the Franchisee's former MULTIVISTA Business or any of the Marks and to cancel or assign to the Franchisor, in the

Franchisor's sole discretion, all rights to any domain names for any sites on the internet that refer to the Franchisee's former MULTIVISTA Business or any of the Marks; and

- k. Abide by the post termination obligations under the Hosting Agreement.

**18.7 Right to Purchase.** Upon termination for any reason or expiration of this Agreement for failure to renew by either the Franchisor or the Franchisee as set forth in Article 17 above, the Franchisor shall have the option to purchase the Business or a portion of the assets of the Business, which may include, at the Franchisor's option, all of the Franchisee's interest, if any, in client accounts, equipment, or supplies, at fair market value, less any amount apportioned to the goodwill of the Business which is attributable to the Franchisor's Marks and Licensed Methods, and less any amounts owed to the Franchisor by the Franchisee. The following additional terms shall apply to the Franchisor's exercise of this option:

- a. The Franchisor's option hereunder shall be exercisable by providing the Franchisee with written notice of its intention to exercise the option given to the Franchisee no later than the effective date of termination, in the case of termination, or prior to the expiration of the term of the franchise, in the case of non-renewal;

- b. If the Franchisor and the Franchisee cannot agree on the fair market value of the Business or the assets being purchased by the Franchisor, then the fair market value shall be determined by an independent third-party appraisal. The Franchisor and the Franchisee shall each select one independent appraiser, and the two so selected shall select a third appraiser, all three to determine fair market value. The fair market value shall be the arithmetic mean of the values determined by the three appraisers and such determination will be binding upon the parties. The Franchisor and Franchisee will each bear the expenses of their chosen appraiser. All expenses of the third appraiser shall be paid for equally between the Franchisor and the Franchisee;

- c. The Franchisor and the Franchisee agree that the terms and conditions of this right and option to purchase may be recorded, if deemed appropriate by the Franchisor, in the real property records or similar records and the Franchisor and the Franchisee further agree to execute such additional documentation as may be necessary and appropriate to effectuate such recording; and

- d. The Franchisor shall set the closing for the purchase of the MULTIVISTA Business or its assets to take place no later than 60 days after the termination or nonrenewal date. At the Franchisor's option, the Franchisee shall continue the Business operations by extension of this Agreement through the closing date. The Franchisor will pay the purchase price in full at the closing, or, at its option, in 12 equal consecutive monthly installments with interest at a rate of 10% per annum. The Franchisee must sign all documents of assignment and transfer as are reasonably necessary for purchase of the MULTIVISTA Business or its assets by the Franchisor.

In the event that the Franchisor does not exercise the Franchisor's right to purchase the Franchisee's MULTIVISTA Business or its assets as set forth above, the Franchisee will be free to keep or to sell, after such termination or expiration, to any third party, all of the physical assets of its MULTIVISTA Business; provided, however, that all appearances of the Marks and the Franchisor's color scheme and trade dress are first removed in a manner approved in writing by the Franchisor.

**18.8 Assumption of Management.** The Franchisor, or its designee, has the right, but not the obligation, under the circumstances described below, to enter the Business Location and assume management of the Business of the Franchisee for up to a period of 90 days. During the period in which the Franchisor, or its designee, assumes the management of the Business of the Franchisee: (i) all revenues from the Business will be deposited into the bank account of the Franchisor, or its designee; (ii) the Franchisor, or its designee,

will use the revenue to pay all direct actual costs incurred in operating the Business (which includes the Royalty, Advertising Contribution and other amounts due under this Agreement, \$700 dollars per person per day, plus the direct out-of-pocket costs and expenses of the Franchisor, or its designee); (iii) the Franchisee will maintain all insurance coverages required by this Agreement; and (iv) the Franchisee will continue as the employer of all employees of the Business. If the direct actual costs exceed revenues, the Franchisor, or its designee, will invoice the Franchisee for the difference, which invoice the Franchisee will immediately pay. If revenues exceed direct actual costs, the Franchisor, or its designee, will pay the difference to the Franchisee within 90 days after the Franchisor, or its designee, ceases to manage the Business. If the Franchisor or its designee assumes management of the Business, the Franchisee acknowledges that the Franchisor (or its designee) will have a duty to utilize only reasonable efforts and will not be liable to the Franchisee or the owners' of the Franchisee for any debts, losses, or obligations the Business incurs, or to any creditors of the Business for any supplies, products or other assets or services the Business purchases, while the Franchisor (or its designee) manages the Business. The Franchisor (or its designee) may assume the management of the Business under the following circumstances, and the Franchisee expressly consents to the assumption of the Business by the Franchisor or its designee: (i) if the Franchisee abandons or fails to actively operate the Business, (ii) if the Franchisee fails to comply with any provision of this Agreement or fails to maintain the then-current operating procedures and standards established by the Franchisor as set forth herein or in the Operations Manual and does not cure the failure within the time period specified in a notice of default from the Franchisor to the Franchisee, or (iii) if the Agreement expires or is terminated and the Franchisor is deciding whether to exercise its option to purchase the Business under Section 18.7 above. If the Franchisor, or its designee, exercises the right to assume management of the Business, the assumption of management will not affect the right of the Franchisor to terminate this Agreement under this Article 18.

**18.9 State and Federal Law.** THE PARTIES ACKNOWLEDGE THAT IN THE EVENT THAT THE TERMS OF THIS AGREEMENT REGARDING TERMINATION OR EXPIRATION ARE INCONSISTENT WITH APPLICABLE STATE, PROVINCIAL OR FEDERAL LAW, SUCH LAW WILL GOVERN THE FRANCHISEE'S RIGHTS REGARDING TERMINATION OR EXPIRATION OF THIS AGREEMENT.

## 19. BUSINESS RELATIONSHIP

**19.1 Independent Businesspersons.** The parties agree that each of them are independent businesspersons, their only relationship is by virtue of this Agreement and that no fiduciary relationship or other special relationship is created hereunder. It is acknowledged that the Franchisee is the sole independent owner of the MULTIVISTA Business, shall be in full control thereof, and shall conduct such Business solely in accordance with its own judgment and discretion, subject only to the provisions of this Agreement. Neither party is liable or responsible for the other's debts or obligations. The Franchisor shall not be obligated or liable for any damages to any person or property directly or indirectly arising out of the operation of the Franchisee's MULTIVISTA Business. The Franchisor and the Franchisee agree that neither of them will hold themselves out to be the agent, employer or partner of the other and that neither of them has the authority to bind or incur liability on behalf of the other. Nothing in this Agreement shall be construed to create a relationship of employment, partners, joint venturers, fiduciaries or any other similar relationship among the parties.

**19.2 Payment of Third-Party Obligations.** The Franchisor will have no liability for the Franchisee's obligations to pay any third parties, including without limitation, any equipment or supply vendors, any vehicle leases, any employee or contractor of the Franchisee, or any sales, use, service, occupation, excise, gross sales, income, property, employment, payroll, withholding or other tax levied upon the Franchisee, the Franchisee's property, the MULTIVISTA Business or upon the Franchisor in connection with the sales

made or business conducted by the Franchisee (except any taxes the Franchisor is required by law to collect from the Franchisee with respect to purchases from the Franchisor).

**19.3 Indemnification.** The Franchisee agrees to indemnify, defend and hold harmless the Franchisor, its parents, subsidiaries and affiliates, and their respective shareholders, owners, directors, officers, managers, members, employees, agents, successors and assigns (the “**Indemnified Parties**”), against, and to reimburse any one or more of the Indemnified Parties for all claims, obligations and damages directly or indirectly arising out of the operation of the MULTIVISTA Business or Franchisee’s breach of this Agreement, unless (and only to the extent that) the claims, obligations and damages are determined to be caused solely by the Franchisor’s gross negligence or intentional misconduct in a final, unappealable ruling issued by a court or arbitrator of competent jurisdiction. For purposes of this indemnification, “claims” will mean and include all obligations, damages (actual, consequential, exemplary, punitive and other damages) and the costs any Indemnified Party reasonably incurs in the defense of any claim against it, which costs include, without limitation, reasonable accountants’, arbitrators’, attorneys’ and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other litigation, arbitration, or alternative dispute resolution expenses. Each Indemnified Party will have the right to defend any such claim against it at Franchisee’s expense and agree to settlements or take other remedial, corrective or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Any Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Franchisee under this Section 19.3. The Franchisee agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from Franchisee under this Section 19.3.

## 20. RESTRICTIVE COVENANTS

**20.1 Non-Competition During Term.** The Franchisee acknowledges that, in addition to the license of the Marks hereunder, the Franchisor has also licensed commercially valuable information which comprises and is a part of the Licensed Methods, including without limitation, proprietary processes, software, operations, marketing and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by all the franchisees of the Franchisor using the Marks and Licensed Methods. The Franchisee therefore agrees that other than the MULTIVISTA Business licensed herein, neither the Franchisee, any Principal Operator or affiliate of the Franchisee, nor any of the Franchisee’s officers, directors, shareholders, owners, partners, members or managers, nor any member of his, her or their immediate families, will during the term of this Agreement:

- a. have any direct or indirect interest as a disclosed or beneficial owner in a “Competitive Business” as defined below;
- b. perform services as a director, officer, partner, manager, employee, consultant, representative or agent for a Competitive Business; or
- c. divert or attempt to divert any business related to, or any client or account of the MULTIVISTA Business, the Franchisor’s or its affiliates business or any franchised MULTIVISTA Business to any Competitive Business, by any direct inducement or otherwise.

The term “**Competitive Business**” as used in this Agreement will mean any business performing or providing construction or existing facilities documentation services or other products and services performed or provided by MULTIVISTA Businesses or any business granting franchises or licenses to others to perform or provide construction or existing facilities documentation services or other products or

services performed or provided to clients through MULTIVISTA Businesses; provided, however, the Franchisee, its owners, members, partners, principals, and if an individual, members of its immediate family will not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent in the aggregate 5% or less of that class of securities issued and outstanding.

**20.2 Post-Termination Covenant Not to Compete.** Upon termination or expiration of this Agreement for any reason, the Franchisee and its officers, directors, shareholders, managers, members, owners and/or partners agree that, for a period of two years commencing on the effective date of termination or expiration, or the date on which the Franchisee ceases to conduct business, whichever is later, neither Franchisee, any Principal Operator, nor the Franchisee's officers, directors, shareholders, managers, members, owners and/or partners will have any direct or indirect interest (through any immediate family member of the Franchisee or its owners or otherwise) as a disclosed or beneficial owner, investor, partner, manager, member, director, officer, employee, consultant, representative or agent in any Competitive Business, as defined above, located or operating within the former Territory of the Franchisee. Upon termination or expiration of this Agreement for any reason, the Franchisee and its officers, directors, shareholders, managers, members, owners and/or partners agree that, for a period of two years commencing on the effective date of termination or expiration, or the date on which the Franchisee ceases to conduct business, whichever is later, neither Franchisee, any Principal Operator, nor the Franchisee's officers, directors, shareholders, managers, members, owners and/or partners will have any direct or indirect interest (through any immediate family member of the Franchisee or its owners or otherwise) as a disclosed or beneficial owner, investor, partner, manager, member, owner, director, officer, employee, consultant, representative or agent in any Competitive Business, as defined above, located or operating within the territory of any other franchised or company or affiliate-owned MULTIVISTA Business. The restrictions of this Section will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent 5% or less of the number of shares of that class of securities issued and outstanding. Enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

**20.3 Post-Termination Non-Solicitation of Clients.** The Franchisee and its officers, directors, shareholders, managers, members, owners and/or partners agree that, for a period of two years after the effective date of termination or expiration of this Agreement, or the date on which the Franchisee ceases to conduct business, whichever is later, neither the Franchisee, any Principal Operator, nor the Franchisee's officers, directors, shareholders, managers, members, owners and/or partners will, directly or indirectly (including through any immediate family member of the Franchisee or its owners or otherwise), divert or attempt to divert any business, client or account related to the MULTIVISTA Business, the Franchisor or its subsidiaries' business or any other MULTIVISTA Business, to any Competitive Business by direct inducement or otherwise.

**20.4 Confidentiality of Proprietary Information.** The Franchisee and the Franchisor acknowledge that the distinctive business format, photographic, image and data collection techniques, construction and existing facilities documentation techniques, bidding techniques and other sales and procurement techniques, systems, plans, methods, data, processes, marketing systems, market intelligence, pricing information and calculators, advertising and promotional methods, designs, layouts, operating procedures, operations manuals, client and prospective client lists, notes related to client contact and prospecting, client correspondence, supplier lists, third-party information provided to the Franchisor or its affiliates in confidence and shared with the Franchisee, software, web applications, proprietary information and know-how of the Franchisor which are developed and utilized in connection with the Licensed Methods and MULTIVISTA Businesses are proprietary and confidential ("**Confidential Information**"). Such Confidential Information is the unique, exclusive property and a trade secret of the Franchisor or third parties and has valuable goodwill associated with it. The Franchisee acknowledges that any unauthorized

disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to the Franchisor. It is understood that Confidential Information is deemed to include, without limitation, all information contained in the Operations Manual, and any information of whatever nature which gives the Franchisor and its affiliates an opportunity to obtain an advantage over its competitors who do not have access to, know or use such written materials or information. The Franchisee further acknowledges that the Franchisor has expended a great amount of effort and money in obtaining and developing the Confidential Information, that the Franchisor has taken numerous precautions to guard the secrecy of the Confidential Information, that it would be very costly for competitors to acquire or duplicate the Confidential Information and that any unauthorized disclosure of such Confidential Information shall cause irreparable harm to the Franchisor. Consequently, the Franchisee shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Franchisor or the Franchisee's MULTIVISTA Business, any of the Confidential Information of the Franchisor, its affiliates or third-parties. The Franchisee shall be liable to the Franchisor in the event that any one of its shareholders, directors, officers, partners, managers or agents disclose any of the information which is subject to confidentiality on the part of the Franchisee or the guarantor under this Agreement. It is expressly acknowledged by the parties hereto that this Section 20.4 shall survive the transfer, expiration, termination or non-renewal of this Agreement for any reason whatsoever. Notwithstanding the foregoing, none of the following shall be considered confidential and subject to this Section 20.4, information (i) already known to the receiving party at the time of disclosure, (ii) in the public domain through no fault of the receiving party, (iii) which later becomes known from a third party without restrictions on disclosure, or (iv) required to be disclosed by law or by a court or administrative agency of competent jurisdiction. In addition, nothing in the Agreement prohibits Franchisee from disclosing Confidential Information directly to a federal or state regulatory agency, law enforcement authority, or legislative body to the extent necessary to report potential violations of applicable law or assist in governmental investigative, enforcement, or oversight efforts.

**20.5 Remedies and Attorneys' Fees.** The Franchisee shall reimburse the Franchisor for attorneys' fees and other reasonable costs incurred in the reasonable enforcement of the restrictions imposed by this Article 20. The Franchisee acknowledges that the provisions contained in this Article 20 may, in addition to all other available remedies, be enforced through an action for injunctive relief in any state or province of competent jurisdiction.

**20.6 Interpretation.** All parties to this Agreement acknowledge that this Article has been fully negotiated and has been entered into freely. If any provision of this Article 20 shall be held to be invalid by any tribunal, the terms of said invalid provision shall be modified to the least possible extent so as to make the provision valid. This Article shall not be interpreted against either party as drafter.

**20.7 Nondisclosure and Noncompetition Agreement.** The Franchisor reserves the right to require that the Franchisee cause each of its officers, directors, partners, shareholders, managers, members, photographers and other construction and existing facilities documentation specialists, employees, Principal Operators and agents, and, if the Franchisee is an individual, immediate family members, to execute a Nondisclosure and Noncompetition Agreement containing the above restrictions and covenants described in this Article 20 or otherwise designated by the Franchisor, in a form approved by the Franchisor. The Franchisee shall adopt and implement all reasonable procedures that the Franchisor prescribes to prevent unauthorized use or disclosure of the Confidential Information.

## 21. INSURANCE

**21.1 Insurance Coverage.** The Franchisee will procure, maintain and provide evidence of (i) automobile liability insurance covering all employees of the MULTIVISTA Business with authority to operate a motor vehicle, including owned, hired and non-owned vehicle liability, of not less than \$1,000,000 per occurrence or, with our prior written consent, such lesser amount as may be available at a commercially reasonable rate, but in no event less than any statutorily imposed minimum coverage; (ii) unemployment and worker's compensation insurance with a broad form all-states endorsement coverage with a policy limit of not less than \$1,000,000; (iii) commercial general liability insurance covering the Business in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, provided that such amount shall be equal to or exceed the statutorily imposed minimum coverage; (iv) errors and omissions insurance covering all employees of the MULTIVISTA Business who provide construction and existing facilities documentation services and related services in an amount that is equal to or exceeds any statutorily imposed minimum or in the amount the Franchisor may require and describe in the Operations Manual; (v) UAV commercial liability insurance covering the operation of UAV by the Business in an amount not less than \$1,000,000 per occurrence \$2,000,000 aggregate; (vi) special form property insurance in an amount equal to at least the replacement cost of the contents and tenant improvements located at the MULTIVISTA Business office; (vii) replacement cost personal property insurance for equipment used at client construction and existing facility sites; and (viii) cyber liability and privacy insurance with a policy limit of not less than \$1,000,000, which coverage may be included as part of the errors and omissions insurance. Nothing contained herein shall be construed as a representation or warranty by the Franchisor that such insurance as may be specified by the Franchisor from time to time will insure the Franchisee against all insurable risks or amounts of loss which may or can arise out of or in connection with the operation of the MULTIVISTA Business. The Franchisee acknowledges that clients, including National Account clients, may impose higher policy limits and other insurance requirements. The Franchisee may obtain such other or additional insurance as the Franchisee deems proper in connection with the operation of the Business. All of the required policies of insurance will name the Franchisor as an additional insured, will provide for a 30 day advance written notice to the Franchisor of cancellation and will provide that the insurance carrier waives any subrogation rights against the Franchisor and its affiliates.

**21.2 Proof of Insurance Coverage.** The Franchisee will provide proof of insurance to the Franchisor prior to attending the initial training program. This proof will show that the insurer has been authorized to inform the Franchisor in the event any policies lapse or are cancelled. The Franchisor has the right to change the minimum amount of insurance and type of insurance the Franchisee is required to maintain by giving the Franchisee 60 days prior written notice, giving due consideration to what is reasonable and customary in similar businesses. Noncompliance with the insurance provisions set forth herein will be deemed a material breach of this Agreement; in the event of any lapse in insurance coverage, in addition to all other remedies, the Franchisor will have the right to demand that the Franchisee cease operating the MULTIVISTA Business until coverage is reinstated, or, in the alternative, pay any delinquencies in premium payments and charge the same back to the Franchisee.

## 22. ARBITRATION

**22.1 Arbitration.** Except as qualified below, any controversy, dispute or claim between the Franchisor and the Franchisee and any of their respective parents, affiliates, officers, directors, members, managers, owners, agents, employees and guarantors arising under, out of, in connection with or related to: (1) this Agreement, the scope or validity of this Agreement, or any other agreement between the Franchisor and the Franchisee; (2) the relationship of the parties hereto; (3) the Franchisee's Business; or (4) any Licensed Method, shall be submitted for arbitration to the American Arbitration Association ("AAA") on demand of either party. Such arbitration proceedings shall be conducted in a suitable location chosen by the arbitrator that is within the city where the Franchisor maintains its principal business address or has an office at the

time the arbitration demand is filed. The arbitrators will have no authority to select a different locale other than as described in the prior sentence. The arbitration proceeding shall be heard by one arbitrator in accordance with the then current Commercial Arbitration Rules of the AAA, except as otherwise provided in this Agreement. The arbitrator shall be either a retired judge with five years significant experience in commercial law or an attorney with at least five years of significant experience in the practice of franchise law. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator may permit discovery to occur prior to hearing; however, neither party may take more than 3 depositions or request the other party to respond to more than 20 interrogatory questions, including subparts. Notwithstanding the foregoing, the parties agree that the following claims will not be subject to arbitration: (i) any action for declaratory or equitable relief, including, without limitation, seeking preliminary or injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time including, without limitation, prior to or during the pendency of any arbitration proceeding initiated hereunder; (ii) any action in ejectment or for possession of any interest in real or personal property; and (iii) claims involving the ownership, validity or use of the Marks.

**22.2 Scope of Arbitration.** Except as otherwise provided in this Agreement and the exhibits hereto, the arbitrator shall have the right to award or include in the award any relief which the arbitrator deems proper in the circumstances, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, and attorneys' fees and costs, in accordance with Section 23.7 of this Agreement, provided that the arbitrator shall not award exemplary, punitive, treble or other form of multiple damages against either party (the Franchisor and the Franchisee hereby waiving to the fullest extent permitted by law, except under the indemnity provision set forth in Section 19.3 of this Agreement, any right to or claim for any punitive, exemplary, treble, or other forms of multiple damages against the other). The decision as to whether a claim is subject to mandatory arbitration shall be made by an arbitrator not a court. The award and decision of the arbitrator shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction. The decision of the arbitrator will have no collateral estoppel effect with respect to a claim by or against any person or entity who is not a party to the arbitration. The party seeking enforcement of an arbitration award shall be entitled to all costs and expenses, including interest and attorneys' fees, to be paid by the party against whom enforcement is ordered. The Franchisor and the Franchisee agree to be bound by the provisions of any applicable limitation on the period of time by which claims must be brought under applicable law or this Agreement, whichever is less. The parties further agree that, in connection with any such arbitration proceeding, each shall file any compulsory counterclaim (as defined by Rule 13 of the United States Federal Rules of Civil Procedure) within 30 days after the date of the filing of the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred. The Franchisor and the Franchisee agree that arbitration shall be conducted on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim on a class-wide basis or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. Notwithstanding the foregoing or anything to the contrary contained in this Article 22, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Article 22, then all parties agree that this arbitration clause will not apply to that dispute and that such dispute will be resolved in a judicial proceeding in a court permitted under Section 22.3 of this Agreement. The provisions of this Article 22 are intended to benefit and bind certain third-party non-signatories and shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. The parties to the arbitration and their counsel, agents and employees will at all times maintain all aspects of any arbitration proceeding conducted under this Article 22 in strict confidence and will make no disclosure of the same except to the limited extent required by law or with the consent of the other party.

**22.3 Governing Law/Consent to Venue and Jurisdiction; Limitations of Claims; Jury Trial Waiver.** All disputes to be arbitrated by the Franchisor and the Franchisee shall be governed by the Federal Arbitration Act and no procedural arbitration issues are to be resolved pursuant to any state statutes, regulations or common law. Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other United States federal law, this Agreement shall be interpreted under the laws of the state of Texas and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the state of Texas, which laws shall prevail in the event of any conflict of law. The Franchisee and the Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving the Franchisee, its officers, directors, shareholders, managers, members, partners, owners, employees, guarantors or its affiliates (collectively, “**Franchisee Affiliates**”) and the Franchisor, its officers, directors, members, managers, employees, owners or affiliates (collectively, “**Franchisor Affiliates**”), the parties agree that the exclusive venue for disputes, other than an arbitration proceeding as provided in Section 22.1 above, between them shall be in the state or federal courts of general jurisdiction closest to where the Franchisor has its principal business address at the time the action is commenced and each party irrevocably consents to the jurisdiction of these courts and waives any objection they may have to the jurisdiction of or venue in these state and federal courts or arbitration in the location described above. **ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE FRANCHISEE AND THE FRANCHISOR MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN 1 YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) UNDER-REPORTING OF GROSS SALES; (B) UNDER-PAYMENT OF AMOUNTS OWED TO THE FRANCHISOR OR ITS AFFILIATES; (C) CLAIMS FOR INDEMNIFICATION; AND/OR (D) UNAUTHORIZED USE OF THE MARKS. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY. IN ADDITION, THE LIMITATIONS PERIOD SET FORTH IN THIS PROVISION DOES NOT APPLY: (i) IF PROHIBITED BY APPLICABLE LAW; OR (ii) IF APPLICABLE LAW PROVIDES FOR A SHORTER LIMITATIONS PERIOD. THE FRANCHISOR, THE FRANCHISOR AFFILIATES, THE FRANCHISEE AND THE FRANCHISEE AFFILIATES EACH WAIVE THEIR RIGHTS TO A TRIAL BY JURY.**

**22.4 Injunctive Relief.** Notwithstanding the above arbitration provision, the Franchisor and the Franchisee will each have the right in a proper case to obtain injunctive relief from a court of competent jurisdiction. The Franchisor and the Franchisee agree that the other party may obtain such injunctive relief, without posting a bond or bonds in excess of a total of \$5,000, but upon due notice, and with the sole remedy in the event of the entry of such injunctive relief will be the dissolution of such injunctive relief, if warranted, upon hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by each party. Any such action will be brought as provided in Section 22.3 above.

## **23. MISCELLANEOUS PROVISIONS**

**23.1 Modification.** This Agreement may be modified only upon execution of a written agreement between the parties. The Franchisee acknowledges that the Franchisor may modify its standards and specifications and operating techniques set forth in the Operations Manual unilaterally under any conditions and to the extent to which the Franchisor, in its sole discretion, deems necessary to protect, promote, or improve the Marks and the quality of the Licensed Methods, but under no circumstances will such modifications be made arbitrarily without such determination.

**23.2 Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof. Nothing in the Agreement or in any related agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document.

**23.3 Delegation by the Franchisor.** From time to time, the Franchisor will have the right to delegate the performance of any portion or all of its obligations and duties hereunder to third parties, whether the same are agents of the Franchisor or independent contractors which the Franchisor has contracted with to provide such services. The Franchisee agrees in advance to any such delegation by the Franchisor of any portion or all of its obligations and duties hereunder.

**23.4 Effective Date.** This Agreement will not be effective until accepted by the Franchisor as evidenced by dating and signing by an officer of the Franchisor.

**23.5 Franchisor's Consent.** Unless otherwise stated herein, where Franchisor's consent is required, said consent will not be unreasonably withheld, however, Franchisor's failure to respond within any designated time period shall not be deemed consent to Franchisee's proposed activity and it shall remain the Franchisee's responsibility to obtain written consent before proceeding with the contemplated activity.

**23.6 Attorneys' Fees.** In the event of any dispute between the parties to this Agreement, in addition to all other remedies, the non-prevailing party will pay the prevailing party all amounts due and all damages, costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in any legal action, arbitration or other proceeding as a result of such dispute.

**23.7 No Waiver.** No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by the Franchisor or the Franchisee will be considered to imply or constitute a further waiver by the Franchisor or the Franchisee of the same or any other condition, covenant, right, or remedy.

**23.8 No Right to Set Off.** The Franchisee will not be allowed to set off amounts owed to Franchisor or its affiliates for Royalties, Out of Territory Royalties, Advertising Contributions, product or supply payments, license fees, or other amounts due hereunder, against any monies owed to Franchisee, nor shall the Franchisee in any event withhold such amounts due to any alleged nonperformance by the Franchisor or its affiliates, which right of set off is hereby expressly waived by the Franchisee.

**23.9 Payment of Taxes; U.S. Dollars.** The Franchisee shall reimburse the Franchisor, or its affiliates and designees, promptly and when due, the amount of all sales taxes, use taxes, personal property taxes and similar taxes imposed upon, required to be collected or paid by the Franchisor, or its affiliates or designees, on account of services or goods furnished by the Franchisor, its affiliates or designees, to the Franchisee through sale, lease or otherwise (except for any taxes the Franchisor or its affiliates are required by law to collect from the Franchisee with respect to products purchased from the Franchisor or its affiliates), or on account of collection by the Franchisor, its affiliates or designees, of the initial franchise fee, Royalties or any other payments made by the Franchisee to the Franchisor required under the terms of this Agreement. Unless otherwise determined by the Franchisor, all fees, costs and expenses and other sums to be paid to the Franchisor or the affiliates of the Franchisor pursuant to this Agreement and the exhibits to this Agreement must be paid in United States Dollars.

**23.10 Invalidity.** If any court, arbitrator or other tribunal hearing a dispute under this Agreement shall find any provision of this Agreement to be invalid or unenforceable, such arbiter is hereby empowered and directed to modify such invalid or unenforceable provision to the least possible extent to make the provision

valid and enforceable, as so modified, such provision will be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement will not be affected by such modification.

**23.11 Notices.** All notices required to be given under this Agreement will be given in writing, by certified mail, return receipt requested, or by an overnight delivery service providing documentation of receipt, at the addresses set forth in the first paragraph of this Agreement or at such other addresses as the Franchisor or the Franchisee may designate from time to time, and will be effectively given when deposited in the United States or Canadian mails, postage prepaid, or when received via overnight delivery, as may be applicable.

**23.12 Cumulative Rights.** The rights and remedies of the Franchisor and the Franchisee hereunder are cumulative and no exercise or enforcement by the Franchisor or the Franchisee of any right or remedy hereunder shall preclude the exercise or enforcement by the Franchisor or the Franchisee of any other right or remedy hereunder which the Franchisor or the Franchisee is entitled by law to enforce.

**23.13 Survival of Provisions.** Any provisions that by their terms extend beyond termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding the termination or expiration of this Agreement.

**23.14 No Third-Party Beneficiaries.** The Franchisee acknowledges and agrees that neither the Franchisee nor any of its officers, directors, members, managers, employees, affiliates, successors or assigns shall be deemed a third-party beneficiary of any agreement between the Franchisor and another franchisee or any other party, unless specifically agreed to by the Franchisor in writing.

**23.15 Anti-Embargo Representation.** The Franchisee represents and warrants to the Franchisor that neither the Franchisee nor any of its affiliates is directly or indirectly owned or controlled by the government of any country that is subject to an embargo by the United States government. Neither the Franchisee nor any of its affiliates is acting on behalf of a government of any country that is subject to such an embargo.

**23.16 Anti-Terrorism Representation.** The Franchisee represents and warrants to the Franchisor that it and all persons or entities holding any legal or beneficial interest whatsoever in the Franchisee are not included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with (a) any of the persons or entities referred to or described in Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as it may be amended, (b) a person designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national or blocked person" or similar status and (c) a person otherwise identified by government or legal authority as a person with whom the Franchisor is prohibited from transacting business.

**23.17 Anti-Bribery Representation**The Franchisee represents and warrants to the Franchisor that it and all persons or entities holding any legal or beneficial interest whatsoever in the Franchisee (1) will comply with any applicable laws in force from time to time regarding bribery, fraudulent acts and/or any other corrupt practices, money laundering and terrorism including the Bribery Act 2010 and the Anti-Terrorism, Crime and Security Act 2001 and any equivalent laws in the Territory and any territory in which you are established or conduct operations; and (2) will not (i) make, give or offer any financial or other advantage to any person for the purposes of securing any improper advantage; inducing the recipient or another person to do or omit to do any act in violation of their duties or responsibilities (or for the purposes of rewarding such conduct); influencing any act or decision of a public official; or otherwise influencing the conduct of any person in any manner relating to the subject of this Agreement, or (ii) make, give or offer any financial or other advantage to any person where acceptance of the advantage would itself constitute violation of a person's duties or responsibilities.

**23.18 Money Laundering**The Franchisee agrees not to use or allow its MULTIVISTA Business to be used by any person for the purposes of money laundering or the financing of any unlawful activity.

**23.19 Modern Slavery**The Franchisee will: (1) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force, including (but not limited to) the Modern Slavery Act 2015 (the “Anti-Slavery Legislation”); (2) ensure that all persons or entities holding any legal or beneficial interest whatsoever in the Franchisee comply with the Anti-Slavery Legislation; and (3) notify the Franchisor as soon as it becomes aware of any breach, or potential breach, of the Anti-Slavery Legislation or any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

**MULTIVISTA SYSTEMS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_  
Individually  
\_\_\_\_\_  
(Print Name)

**OR**

(if a corporation, limited liability company or partnership)

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT I  
TO FRANCHISE AGREEMENT**

**ADDENDUM TO MULTIVISTA SYSTEMS LLC  
FRANCHISE AGREEMENT**

1. **Business Location.** The Business Location set forth in Section 3.1 of the Agreement will be \_\_\_\_\_.

2. **Territory.** The Territory described in Section 3.2 will be \_\_\_\_\_.

3. **Initial Franchise Fee; Population for Computation of the Flat Rate Royalty.** The Franchisee shall pay to the Franchisor an initial franchise fee of \$\_\_\_\_\_, all of which is due and payable in immediately available funds on the date of execution of the Agreement. The initial franchise fee is calculated as follows:

A. U.S. Census Bureau Population Estimate (or estimate from other Database) =	_____
B. Adjustment to Population Estimate =	_____
C. Current Population within Territory (A+B) =	_____
D. Population 500,000 or Less =	\$20,000
E. Population 500,001 to 2,000,000 - \$2,500 for each 100,000 persons or portion thereof =	\$_____
F. Population 2,000,001 to 4,000,000 - \$2,000 for each 100,000 persons or portion thereof =	\$_____
	=
G. Population above 4,000,000 - \$1,500 for each 100,000 persons or portion thereof =	\$_____
H. Adjustment for existing business in your Territory =	\$_____
I. Unadjusted Initial Franchise Fee (\$20,000 + E + F + G + H)	\$_____
J. Discount	\$_____
K. Initial Franchise Fee (I - J) =	\$_____

For purposes of computing the Flat Rate Royalty under Section 11.b.(ii) of the Agreement, the **Flat Rate Royalty** Population shall be \_\_\_\_\_. For all other purposes under the Agreement, the population shall be as set forth above in this Exhibit I.

4. **Minimum Staffing Requirements.** The Minimum Staffing Requirements described in Section 5.6 of the Agreement shall be: \_\_\_\_\_.

*[Signatures on Following Page]*

Fully executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MULTIVISTA SYSTEMS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_  
Individually  
\_\_\_\_\_  
(Print Name)

**OR**

(if a corporation, limited liability company or partnership)

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT II  
TO FRANCHISE AGREEMENT**

**GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS**

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "**Agreement**") by Multivista Systems LLC (the "**Franchisor**"), each of the undersigned hereby personally and unconditionally:

Guarantees to the Franchisor and its successors and assigns that the franchisee as that term is defined in the Agreement (the "**Franchisee**") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and

Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement and all obligations related thereto.

Each of the undersigned waives the following:

1. Acceptance and notice of acceptance by the Franchisor of the foregoing undertaking;
2. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
3. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;
4. Any right they may have to require that any action be brought against Franchisee or any other person as a condition of liability; and
5. Any and all other notices and legal or equitable defenses to which they may be entitled.

Each of the undersigned consents and agrees that:

1. They direct and immediate liability under this guaranty shall be joint and several;
2. They shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;
3. Such liability shall not be contingent or conditioned upon pursuit by the Franchisor of any remedies against the Franchisee or any other person;
4. Such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which the Franchisor may from time to time grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable;
5. They shall be bound by the restrictive covenants and confidentiality provisions contained in Article 20 of the Agreement and the indemnification provision contained in Section 19.3 of the Agreement;

6. The arbitration, injunctive relief, governing law, venue, jurisdiction, limitations period and other provisions contained in Article 22 of the Agreement shall govern this Guaranty and such provisions are incorporated into this Guaranty by this reference; and

7. In the event any legal action, arbitration or other proceeding is brought to enforce this guaranty, each of the undersigned agree to pay all costs and expenses of the Franchisor in connection with such legal action, arbitration or other proceeding, including, without limitation, all reasonable attorneys' fees incurred by the Franchisor.

**8. THE UNDERSIGNED WAIVES THEIR RIGHT TO A TRIAL BY JURY.**

**IN WITNESS WHEREOF**, each of the undersigned has affixed their signature effective on the same day and year as the Agreement was executed.

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**EXHIBIT III  
TO FRANCHISE AGREEMENT  
STATEMENT OF OWNERSHIP**

**Franchisee:** \_\_\_\_\_

**Trade Name** (if different from above): \_\_\_\_\_

Form of Ownership  
(Check One)

\_\_\_\_\_ Individual      \_\_\_\_\_ Partnership      \_\_\_\_\_ Corporation      \_\_\_\_\_ Limited Liability Company

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management and, if a limited partnership, indicate the state in which the partnership was formed.

If a Limited Liability Company, provide name and address of each member and each manager showing percentage owned and indicate the state in which the Limited Liability Company was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

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

Franchisee acknowledges that this Statement of Ownership applies to the MULTIVISTA Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to the Franchisor in writing.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

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

**EXHIBIT IV  
TO FRANCHISE AGREEMENT**

**MULTIVISTA SYSTEMS LLC  
HOSTING AGREEMENT**

**THIS HOSTING AGREEMENT (“Hosting Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **MULTIVISTA SYSTEMS LLC**, a Delaware limited liability company, with its principal offices at 129 S. Main Street, Suite 200, Grapevine, TX 76051 (“**Company**”), and \_\_\_\_\_ whose principal address is \_\_\_\_\_ (“**Franchisee**”), who agree as follows:

1. **Definitions.**

a. “**Clients**” means those persons or entities that have purchased construction or existing facilities documentation services or related services from Franchisee and that have access to the Hosted Solution to view certain Content and access certain software functionality.

b. “**Content**” means the construction and existing facilities documentation for each Client including, without limitation, photographs, videos, webcam feeds, 3D images, laser scans, floor plans and architectural plans and all other data, information, text, graphics, images, pictures and media of any kind.

c. “**Hosted Solution**” means the Company, its designees or third-party services and systems comprised of software, including the web-based software application, and hardware by which certain Content and software functionality is accessible to Clients via the Internet.

d. “**Intellectual Property**” includes all intellectual and industrial property, including without limitation, all rights to copyrights, trademarks, trade names, business names, trading styles, patents, innovations and discoveries (whether patentable or not), industrial designs, trade secrets and information of a confidential nature, and all registrations and all applications for registration thereof.

e. “**Job Setup Procedure**” means the job setup procedure for posting Content to a website in conjunction with the Hosted Solution and as described in the Operations Manual.

f. “**Website**” means the “**Company’s**” or its designee’s World Wide Web site maintained by the Company or its designee and which will serve as a portal for its Hosted Solution.

2. **Background.** The parties hereto have entered into that certain Multivista Systems LLC Franchise Agreement dated as of even date herewith (the “**Franchise Agreement**”), under which Company has granted Franchisee the right to operate a “MULTIVISTA Business” (the “**Business**”), at the location (the “**Business Location**”) in the territory (the “**Territory**”) identified (or to be identified) in Exhibit I to the Franchise Agreement. Company has agreed in the Franchise Agreement to provide hosting services whereby Company will provide access via a password protected Website to certain construction and existing facilities documentation Content provided by Franchisee or Client, which Content shall be made available for viewing by the applicable Client through the Hosted Solution of Company or its designee (“**Hosting Services**”), for such period of time and subject to compliance by Franchisee with such requirements and payment by Franchisee of such fees, as Company shall designate

from time to time. Certain Content designated by Company, may not be available for viewing by the Client as part of the Hosting Services, but will be made available to the Client via other means, as determined by Company. Franchisee desires to obtain the Hosting Services and Company desires to provide the Hosting Services, subject to the terms and conditions hereof, the Franchise Agreement and the “**Operations Manual**”, which term is defined in the Franchise Agreement. To that end, for good and valuable consideration, the parties agree to the terms and conditions provided below.

3. **Hosting Services.** Subject to compliance by Franchisee with the terms and conditions of the Franchise Agreement, the Operations Manual and this Hosting Agreement, Company hereby agrees to provide to Franchisee the Hosting Services as the same may be modified by the Company from time to time in its sole discretion.

a. Franchisee shall maintain a high-speed internet connection to permit Franchisee to upload the Content to the Hosted Solution and for data exchange among Company its affiliates or suppliers, including suppliers of software and services, and Franchisee. Franchisee will also be responsible for ensuring a proper environment and proper utilities for the hardware components and software (“**Technology Systems**”) as may be required by Company from time to time to permit uploads to the Hosted Solution and other functions, including an uninterrupted power supply. Franchisee shall be responsible for obtaining from Clients the architectural drawings and other information and data for each Client construction project and existing facility and providing such drawings, information and data to the Company, its affiliates or suppliers in the manner and format that Company may require from time to time. Franchisee shall also be responsible for uploading the photographs and other applicable Content in accordance with the Job Setup Procedures designated from time to time by Company. Franchisee shall also be responsible for otherwise transferring to the Company, its affiliates and suppliers any non-uploadable Content in the manner designated by the Company from time to time. Franchisee shall comply with the standards and specifications of Company when uploading Content to the Hosted Solution and otherwise transferring Content to the Company including, without limitation, all standards and requirements relating to timeliness and to security, including preventing the servers of Company, its affiliates and suppliers from being infected by malicious content such as viruses, trojans and worms. Franchisee shall be solely and fully responsible for complying with all data protection, data transfer and privacy laws and regulations with respect to uploading the Content and otherwise. Company, its affiliates and suppliers shall have no responsibility, obligation or liability relating to or arising out of Franchisee uploading Content to the Website, the Hosted Solution and otherwise transferring Content to the Company, its affiliates and suppliers. Company shall, upon the reasonable request of Franchisee, and at Franchisee’s sole cost to the extent the assistance exceeds the agreed upon hours of Technology Support Services described in Section 2.m. below of this Agreement, assist Franchisee to upload or transfer the Content.

b. Franchisee shall comply with the Website usage guidelines, the terms and conditions of use applicable specifically to the Hosted Solution, and related standards and specifications for the Hosting Services as Company may set forth from time to time in its Operations Manual or on the Website. Franchisee shall inform Clients of their duty to comply with the Website usage guidelines, the terms and conditions of use applicable specifically to the Hosted Solution, and related standards and specifications for the Hosting Services as Company may set forth from time to time on the Website or as otherwise provided to Clients.

c. Except with the prior written consent of Company, the Content shall not be uploaded or otherwise transferred: (i) by persons other than Franchisee and employees of Franchisee; (ii) on equipment other than the equipment that comprises the Technology Systems;

(iii) on computers located anywhere other than at the Business Location; provided, however, uploading may be permitted from an authorized laptop computer; or (iv) in any other manner except as authorized by Company.

d. The Website shall be used only in connection with Franchisee's operation of the Business and uploading and transferring the authorized Content and shall not be used for any other purpose.

e. Franchisee shall be responsible for backing-up the Content uploaded or otherwise transferred to the Website or to Company. Franchisee, its employees and agents shall not (i) sell, assign, lease, license, market or commercially exploit, in any way, the Content or any data generated by the Content, except as permitted by Company and the applicable Client; (ii) disclose or grant access to the Content or any data generated through use of the Content, to any third party other than the applicable Client or other person or entity whom the applicable Client and Company has approved in writing; or (iii) copy or reproduce the Content or any data generated through use of the Content, in any manner, except for normal back-up and the operation of the Business as authorized by Company.

f. Franchisee shall keep the Content confidential and shall comply with the standards and specifications which Company may set forth in the Operations Manual or on the Website: to maintain the secrecy of the Content, to permit access to the Content and Hosted Solution on the Website or otherwise by the applicable Client, and to govern the general policies and procedures for use of the Hosting Services and the Website. Franchisee shall require that Clients comply with such policies and procedures of the Company.

g. Franchisee hereby grants to Company, its affiliates and suppliers a perpetual, worldwide, royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, cache and otherwise use the Content as necessary: (i) for the purposes of rendering the Hosting Services and related services as set forth in the Hexagon MDS Terms and Conditions (as they may be updated from time to time), which Hexagon MDS Terms and Conditions must be agreed to by Client and users authorized by Client prior to use of the Hexagon Multivista Documentation Software and related services, (ii) for the purpose of creating aggregate data sets as set forth in the Hexagon MDS Terms and Conditions (as they may be updated from time to time), and (iii) and otherwise providing the Content to each Client and complying with Client reasonable requirements and requests relating to the Content ("**Licensed Rights**"). Franchisee shall obtain from each Client, photographer, videographer, UAV operator, laser scanner operator or other applicable person the authority to grant to Company, its affiliates and suppliers the Licensed Rights. The Franchisee shall obtain from each photographer, videographer, UAV operator, laser scanner operator or other applicable person utilized by the Business to create the Content the authority to grant to Client, the Company or its designee the ownership rights in the Content ("**Ownership Rights**"). Franchisee represents and warrants to Company, its affiliates and suppliers that it has the right to grant the Licensed Rights and Ownership Rights, as applicable. Franchisee hereby consents to Company contacting each Client for the purposes of: (i) rendering the Hosting Services and otherwise providing the Content and Hosted Solution to each Client, (ii) complying with Client reasonable requirements and requests relating to the Content, Hosted Solution and the Hosting Services, and (iii) as Company otherwise deems necessary under this Hosting Agreement and the Franchise Agreement.

h. Upon expiration or termination of this Hosting Agreement or the Franchise Agreement: (i) Franchisee shall immediately cease further use of the Content and return same, including copies thereof, to the Company, its designee or the Client as the Company shall designate; (ii) Company may cease performance of all of its obligations hereunder without liability of Company, its affiliates and suppliers to Franchisee including, without limitation, terminating Franchisee's access to the Website; and (iii) Company or its designee, which may be another franchisee, shall have the right to continue, at its option, to provide Hosting Services, the Hosted Solution and related construction and existing facilities documentation services to Clients without any liability or compensation to Franchisee.

i. Company shall have the right to review the Content from time to time and remove or edit the Content which, in its sole discretion, Company considers offensive, libelous, obscene, infringing or otherwise unlawful or objectionable or which violates its policies or procedures or third party rights or is otherwise in violation of the MDS Terms and Conditions (as they may be updated from time to time).

j. Franchisee represents, warrants and covenants to Company that: (i) it has full authority to enter into this Hosting Agreement; (ii) all obligations with respect to the activities contemplated to be undertaken by Franchisee pursuant to this Hosting Agreement are or will be fully satisfied by Franchisee; (iii) Franchisee will comply with all Company requirements regarding access to the Website; (iv) Franchisee will not allow unauthorized parties to access the Website; (v) the Content does not and will not infringe or violate any right of any third party (including without limitation any Intellectual Property rights) or violate any applicable law, regulation or ordinance; (vi) Franchisee will at all times comply with all applicable laws and regulations; (vii) except as part of the sale of construction and existing facilities documentation services to Clients through the MULTIVISTA Business, Franchisee will not lease, rent, transfer or resell the Hosting Services or Hosted Solution to any third party; and (viii) Franchisee has all right and authority to grant the licenses and/or sublicenses under this Hosting Agreement.

k. To comply with applicable laws and lawful government requests, to protect Company, its affiliates and suppliers' systems, the franchise system and Clients and to ensure the integrity and operation of Company, its affiliates and suppliers' business and systems, Company may access and disclose any information it considers necessary or appropriate, including without limitation, user profile information (i.e., name, email, addresses, etc.), IP addresses and traffic information, usage history, and Content residing on Company's Website or Content otherwise in the possession of Company. Company also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators or other appropriate third parties.

l. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Company or its suppliers or agents pursuant to this Hosting Agreement, and any know-how, methodologies, equipment, or processes used by Company to provide the Hosting Services and Hosted Solution to Franchisee and Clients, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of Company, its affiliates or its suppliers, as applicable.

m. During the term of the Franchise Agreement and, provided that Franchisee is in compliance with the terms of this Hosting Agreement and the Franchise Agreement, Company shall provide to Franchisee consulting services regarding the Hosting Services and Technology Systems

which consulting services shall include: answering Franchisee's reasonable questions about the Hosting Services and Technology Systems by telephone, e-mail, or in written and/or electronic documents ("Technology Support Services"). Company's Technology Support Services shall be provided on the following terms:

i. Company shall provide up to two hours of Technology Support Services in any given calendar month. If Franchisee reasonably requests or requires Company to provide more than two hours of Technology Support Services in a calendar month and Company elects, in its reasonable discretion, to provide such requested consulting services, then Franchisee shall pay Company a fee at the Company's then-current hourly rate for providing such services. If Company elects at Franchisee's request to make a Company agent or representative available at the Business Location to provide Technology Support Services, then the Franchisee shall pay for such person's travel, lodging and living expenses, telephone charges and other identifiable expenses incurred in connection with such assistance plus a per diem fee at Company's then-current rate; provided, however, nothing herein shall require Company to send such a person to the Business Location to provide the Technology Support Services.

ii. Company shall provide an invoice to Franchisee for Technology Support Services chargeable to Franchisee and in accordance with Section 3.m.i above. Franchisee shall pay the full amount charged within 14 days of the date of such invoice.

n. Franchisee shall utilize the Hosting Services and Hosted Solution of Company, its affiliates or designees in connection with the operation of its MULTIVISTA Business. Franchisee shall pay to Company, its affiliates or designees such fees, including licensing fees, for the Hosting Services, the Hosted Solution and related services as are set forth in the Franchise Agreement or as are designated from time to time in the Operations Manual. These fees are subject to change. Unless otherwise set forth in this Hosting Agreement, the fees owed under this Hosting Agreement are due and payable in accordance with the terms and conditions set forth in the Franchise Agreement or, as applicable, the terms and conditions that are from time to time set forth in the Operations Manual of Company. If Franchisee fails to pay these fees, Franchisee will pay interest at the rate of 18% per annum or the maximum interest rate permitted by applicable law, whichever is less, on any amount past due until such amount is paid in full. In addition, if Franchisee fails to timely pay the fees owed under this Hosting Agreement or other agreement with Company or its affiliates, Franchisee will pay to Company an administrative fee of \$50 upon demand.

o. Company reserves the right to enhance the features and functionality of or otherwise add to or change the Hosting Services and Hosted Solution. Company, its affiliates and designees reserve the right to charge additional fees to Franchisee and, directly or indirectly to Clients, for such enhancements, additions and changes. Franchisee agrees to pay to Company, its affiliates or designees such additional fees in the amount and in accordance with the terms and conditions set forth from time to time in the Operations Manual of Company.

4. **Term.** Subject to earlier termination in accordance with the terms hereof or the Franchise Agreement, the term hereof shall commence on the date hereof and shall extend for a term commensurate with the term of the Franchise Agreement.

5. **Taxes.** Franchisee shall pay when due any and all sales, license, transaction or other federal, state or local taxes, however designated, which are levied or imposed by reason of the transaction contemplated by this Hosting Agreement.

6. **Disclaimer.** THE HOSTING SERVICES RENDERED BY COMPANY, ITS AFFILIATES AND ITS SUPPLIERS UNDER THIS HOSTING AGREEMENT AND THE HOSTED SOLUTION ARE PROVIDED ON AN “AS IS” AND “WHEN AVAILABLE” BASIS AND WITHOUT WARRANTY AGAINST FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. COMPANY, ITS AFFILIATES AND SUPPLIERS DO NOT REPRESENT OR WARRANT TO FRANCHISEE, AND EXPRESSLY DISCLAIM ANY WARRANTY THAT THE HOSTING SERVICES OR HOSTED SOLUTION WILL BE AVAILABLE, ACCURATE, UNINTERRUPTED OR ERROR FREE. COMPANY, ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE HOSTING SERVICES OR THE HOSTED SOLUTION, AND EXPRESSLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; OR CLAIM OF INFRINGEMENT. COMPANY, ITS AFFILIATES AND SUPPLIERS GIVE NO WARRANTY WITH RESPECT TO INTERNET CONNECTIVITY AND EXPRESSLY EXCLUDE ANY SUCH WARRANTY.

7. **Limitation Of Liability.** IN NO EVENT SHALL COMPANY OR ANY OF ITS AFFILIATES OR SUPPLIERS HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF THE CONTENT DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE HOSTING SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY OR ANY OF ITS AFFILIATES, SUPPLIERS OR THIRD-PARTY DEVELOPERS OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HAVE ANY LIABILITY HEREUNDER TO FRANCHISEE OR ANY OTHER PERSON FOR CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OR DAMAGE OF BUSINESS INFORMATION, DATA OR CONTENT, ATTORNEYS’ FEES OR ANY OTHER PECUNIARY LOSS) RELATED TO THIS HOSTING AGREEMENT OR RESULTING FROM FRANCHISEE’S OR ANY CLIENT’S USE OR INABILITY TO USE THE WEBSITE, THE HOSTING SERVICES AND THE HOSTED SOLUTION, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE (EVEN IF COMPANY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES). FRANCHISEE AGREES THAT IN NO EVENT SHALL COMPANY, ITS AFFILIATES, SUPPLIERS OR THIRD-PARTY DEVELOPERS’ AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS LIABILITY HEREUNDER EXCEED U.S.\$1,000. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE FRANCHISEE’S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 7, ANY LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSABLE.

8. **Indemnification.** In addition to the indemnification obligations set forth in Section 19.3 of the Franchise Agreement, Franchisee hereby agrees to indemnify and hold Company and its affiliates, and their respective shareholders, officers, directors, members, managers, employees, agents, successors and assigns (collectively, the “**Indemnified Parties**”) harmless from and against any and all loss, cost, damage, liability and expense (including without limitation reasonable attorneys’ fees, court costs and other reasonable costs and expenses) which may be suffered, sustained or incurred by any one or more of the Indemnified Parties as a result of, arising out of, or in connection with (a) Franchisee’s breach of any

its, representations, warranties or obligations hereunder, and (b) any and all negligent or willful acts or omissions of Franchisee or any of its owners, officers, directors, members, managers, employees or agents.

9. **Transfer by Franchisee.** Franchisee may transfer Franchisee's rights under this Hosting Agreement only in conjunction with a transfer of the Franchise Agreement approved by Company.

10. **Termination.** The Hosting Services provided to Franchisee hereunder and this Hosting Agreement shall terminate automatically upon the termination or expiration of the Franchise Agreement, without notice or action by any party, and, at the Company's option, upon the occurrence of any of the following events:

a. immediately upon delivery to Franchisee of written notice of termination if Franchisee has violated any provision of this Hosting Agreement and, if applicable, failed to cure the violation during any cure period as may be provided under the Franchise Agreement; or

b. immediately and without notice if Franchisee (or a transferee of the Franchise Agreement approved by Company) ceases to have the right to operate the Business pursuant to the Franchise Agreement; or

c. immediately and without notice if Franchisee shall, without complying with the terms of the Franchise Agreement, directly or indirectly, (i) transfer Franchisee's rights under this Hosting Agreement, or (ii) engage in a transfer as defined in the Franchise Agreement.

11. **Post-Termination; Survival.** The obligations of Franchisee under Section 3 and Sections 5 through 15 shall survive the termination of this Hosting Agreement.

12. **Enforcement.** The Franchisee acknowledges that the provisions contained in this Hosting Agreement may, in addition to all other remedies, be enforced through an action for injunctive relief in any state of competent jurisdiction. The arbitration, injunctive relief, governing law, venue and jurisdiction, and other provisions contained in Article 22 and the attorneys' fee provisions contained in Section 23.7 of the Franchise Agreement shall govern this Hosting Agreement and such provisions are incorporated into this Hosting Agreement by this reference.

13. **Force Majeure.** Franchisee acknowledges and agrees that Company, its affiliates and suppliers will not be liable for any temporary delay, outages or interruptions of the Hosting Services. Further, Company, its affiliates and suppliers shall not be liable for any delay or failure to perform its obligations under this Hosting Agreement where such delay or failure results from any act of God or other cause beyond its reasonable control (including without limitation any mechanical, electronic, communications or third party supplier failure).

14. **No Third-Party Beneficiaries.** Nothing in this Hosting Agreement, express or implied, is intended to confer on any person, other than the parties to this Hosting Agreement, any right or remedy of any nature whatsoever.

15. **Delegation by the Company.** From time to time, the Company will have the right to delegate the performance of any portion or all of its obligations and duties hereunder to third parties, whether the same are affiliates, agents of the Company or independent contractors which the Company has contracted with to provide such services. The Franchisee agrees in advance to any such delegation by the Company of any portion or all of its obligations and duties hereunder.

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

**MULTIVISTA SYSTEMS LLC**

**FRANCHISEE**

\_\_\_\_\_  
Individually

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OR:**

(if a corporation, LLC or partnership)

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C  
(TO DISCLOSURE DOCUMENT)**

**NONDISCLOSURE AND NONCOMPETITION AGREEMENT**

This Nondisclosure and Noncompetition Agreement (the “**Agreement**”) is made and entered into effective the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **MULTIVISTA SYSTEMS LLC**, a Delaware limited liability company (“**Company**”), located at 129 S. Main Street, Suite 200, Grapevine TX 76051 and \_\_\_\_\_ (“**Associate**”), who resides at \_\_\_\_\_.

**RECITALS**

A. The Company has developed methods for establishing, operating and promoting businesses which provide construction and existing facilities documentation services and other approved products and services utilizing the Company’s distinctive business format, photographic techniques, construction and existing facilities documentation techniques and other techniques, methods, procedures, operational standards and specifications (“**MULTIVISTA Businesses**” or “**Businesses**”) which use the service mark “**MULTIVISTA**” and related service marks, trade names and trademarks (“**Marks**”).

B. The Company and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of services and products available, which goodwill and reputation have been and will continue to be of major benefit to the Company;

C. By agreement dated \_\_\_\_\_, 20\_\_ (the “**Franchise Agreement**”) between the Company and \_\_\_\_\_ (the “**Franchisee**”), the Franchisee has acquired the right and obligation to establish and operate a **MULTIVISTA Business** (the “**Franchised Business**”);

D. Associate is or will become involved with the Company in the capacity of a shareholder, member, partner or as a beneficial owner of the Franchised Business, or as an immediate family member of the Franchisee, and will become privileged as to certain Confidential Information;

E. Associate and the Company have reached an understanding with regard to nondisclosure by Associate of Confidential Information and with respect to noncompetition by Associate.

**NOW THEREFORE**, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and the Company, intending legally to be bound, agree as follows:

**1. Confidential Information.** Associate and the Company acknowledge that the distinctive business format, photographic techniques, construction and existing facilities documentation techniques, bidding techniques and other sales and procurement techniques and related training, systems, plans, methods, data, processes, marketing systems, market intelligence, pricing information and calculators, advertising and promotional methods, designs, layouts, operating procedures, client and prospective client lists, information related to client contact and client prospecting, client correspondence, supplier lists, third-party information provided to the Company or its affiliates in confidence and shared with the Associate, software, web applications, proprietary information, and know-how and other confidential and proprietary information of the Company which has been or will be developed and utilized in connection with the operation of the franchise and **MULTIVISTA Businesses** is the Company’s or its affiliates “**Confidential Information**”. Such Confidential Information is the unique, exclusive property (except if licensed or third-party information) and a trade secret of the Company or its affiliates. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to the Company. Associate further acknowledges that the Company has expended a great amount of effort and money in obtaining and developing the Confidential Information,

that the Company has taken numerous precautions to guard the secrecy of the Confidential Information and that it would be very costly for competitors to acquire or duplicate the Confidential Information. Associate further understands and acknowledges that this Confidential Information and the ability of the Company and MULTIVISTA Businesses to reserve it for the exclusive knowledge and use of the Company and MULTIVISTA Businesses is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information by Associate might cause the Company to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to Associate, provided that such disclosure is through no direct or indirect fault of Associate or person(s) acting on Associate's behalf.

**2. Operations Manuals and Software as Trade Secrets.** It is understood that Confidential Information, constituting "trade secrets", as used in this Agreement is deemed to include, without limitation, all information contained in the Company's Operations Manual, which may be provided, in written or electronic form, as one or more separate manuals, operational memoranda, help systems, knowledge databases or instructional guides, as the same are changed or supplemented from time to time, the software of the Company and its affiliates and any information of whatever nature which gives the Company and its affiliates an opportunity to obtain an advantage over its competitors who do not have access to, know or use such software, written and electronic materials or information.

**3. Nondisclosure of Confidential Information.** Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Company or the Franchisee, any of the Confidential Information of the Company, its affiliates or third-parties. Notwithstanding the foregoing, nothing in the Agreement prohibits Associate from disclosing Confidential Information directly to a federal or state regulatory agency, law enforcement authority, or legislative body to the extent necessary to report potential violations of applicable law or assist in governmental investigative, enforcement, or oversight efforts.

**4. Noncompetition Covenant.** Associate hereby covenants and agrees that, during the term of the Franchise Agreement governing the establishment and operation of the Franchised Business, except while associated with or operating the Franchised Business in a manner authorized by the Company, neither Associate nor any member of an individual Associate's immediate family, shall:

- a. have any direct or indirect controlling interest as a disclosed or beneficial owner in a Competitive Business;
- b. perform services as a director, officer, manager, member, employee, consultant, representative or agent for a Competitive Business; or
- c. divert or attempt to divert any business related to, or any client or account of the Franchised Business, the Company or its subsidiaries' business or any other MULTIVISTA Business, to any Competitive Business by direct inducement or otherwise.

The term "**Competitive Business**" as used in this Agreement shall mean any business providing construction or existing facilities documentation services or other products and services provided by MULTIVISTA Businesses or any business granting franchises or licenses to others to provide construction or existing facilities documentation services or other products or services provided by MULTIVISTA Businesses. Notwithstanding the foregoing, the Associate shall not be prohibited from owning securities

in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent 5% or less of that class of securities issued and outstanding.

5. **Post-Termination Covenant Not to Compete.** Associate covenants and agrees that, for a period of two years after the effective date of termination, transfer or expiration of the Franchise Agreement for the Franchised Business, or for a period of two years after termination or cessation of Associate's relationship with the Franchised Business, whichever first occurs, neither Associate, nor any member of an individual Associate's immediate family, shall have any direct or indirect interest as a disclosed or a beneficial owner, investor, partner, director, officer, member, manager, employee, consultant, representative or agent in any Competitive Business located or operating within the Territory of the Franchised Business. Associate also covenants and agrees that, for a period of two years after the effective date of termination, transfer or expiration of the Franchise Agreement for the Franchised Business, or for a period of two years after termination or cessation of Associate's relationship with the Franchised Business, whichever first occurs, neither Associate, nor any member of an individual Associate's immediate family, shall have any direct or indirect interest as a disclosed or a beneficial owner, investor, partner, director, officer, member, manager, employee, consultant, representative or agent in any Competitive Business located or operating within the Territory, as defined in the respective franchise agreements, of any other franchised or Company or affiliate-owned MULTIVISTA Business. The restrictions of this paragraph shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent 5% or less of the number of shares of that class of securities issued and outstanding. Associate and its officers, directors, shareholders, members, managers and/or partners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of this covenant will not deprive them of their personal goodwill or ability to earn a living.

6. **Post-Termination Non-Solicitation of Clients.** Associate covenants and agrees that, for a period of two years after the effective date of termination, transfer or expiration of the Franchise Agreement for the Franchised Business, or for a period of two years after termination or cessation of Associate's relationship with the Franchised Business, whichever first occurs, neither Associate, nor any member of an individual Associate's immediate family, shall: (i) divert or attempt to divert any business, client or account related to the Franchised Business, the Company or its subsidiaries' business or any other MULTIVISTA Business, to any Competitive Business by direct inducement or otherwise.

7. **Return of Items.** Upon (i) the termination, transfer or expiration of the Franchise Agreement, (ii) the request of the Company, or (iii) the termination or cessation of Associate's relationship with the Franchised Business, Associate shall: (a) provide or return to the Company or, as directed by the Company, to the operator of the Franchised Business, any and all Company or, as applicable, Franchised Business property, including computers, cell phones, manuals, storage devices, access credentials, client information, data and all Company or, as applicable, Franchised Business, documents and materials belonging to the Company or Franchised Business, or licensed to the Franchised Business by the Company and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or work product that are in the possession or control of Associate, whether they were provided to Associate by the Company or any of its business associates or affiliates or the operators of the Franchised Business or created by Associate in connection with the relationship with the MULTIVISTA Business and (b) then delete or destroy all copies of any such documents and materials not returned to the Company or, if directed by the Company, to the operator of the Franchised Business, that remain in Associate's possession or control, including those stored on any non-Company networks, storage locations and media in Associate's possession or control.

8. **Injunction.** Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Company shall be authorized and entitled to seek, from any court

of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Company may be entitled. Associate agrees that the Company may obtain such injunctive relief, without posting a bond or bonds totaling more than \$5,000, but upon due notice, and Associate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Associate. Nothing in this Agreement shall prevent either party from obtaining injunctive relief from a court of competent jurisdiction.

**9. Effect of Waiver.** The waiver by Associate or the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

**10. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Associate and the Company and their respective heirs, executors, representatives, successors and assigns.

**11. Entire Agreement.** This instrument contains the entire agreement of Associate and the Company relating to the matters set forth herein. It may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

**12. Governing Law.** This instrument shall be governed by and construed under the laws of the state of Texas.

**13. Jurisdiction and Venue.** In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts located in Dallas, Texas, and irrevocably agrees that the exclusive venue for any action or proceeding shall be in the state and federal courts of Dallas, Texas. Both parties waive any objection to the jurisdiction of these courts or to venue in these courts. Notwithstanding the foregoing, in the event that the laws of the state where the Associate resides prohibit the aforesaid designation of jurisdiction and venue, then such other state's laws shall control.

**14. Severability.** If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority, arbitrator or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement which shall otherwise remain in full force and effect. The parties further agree that any court or arbitrator is expressly authorized to modify any unenforceable provision of this Agreement in lieu of severing the unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied in this Agreement to the maximum extent permitted by law. The parties expressly agree that this Agreement as so modified by the court or arbitrator shall be binding upon and enforceable against each of them.

**15. Attorneys' Fees.** Should Associate breach any of the terms of the obligations contained in this Agreement, Associate shall pay the Company all costs, expenses and reasonable attorneys' fees incurred by the Company in connection with enforcing the terms of this Agreement.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the date first above written.

**COMPANY:**

**MULTIVISTA SYSTEMS LLC**

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

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

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

**ASSOCIATE:**

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

**CAPACITY WITH FRANCHISED BUSINESS**

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

**EXHIBIT D  
(TO DISCLOSURE DOCUMENT)**

**MULTIVISTA CERTIFIED DOCUMENTATION SPECIALIST AGREEMENT**

This Certified Documentation Specialist Agreement (“**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Multivista Systems LLC (“**Company**”), located at 129 S. Main Street, Suite 200, Grapevine TX 76051 and \_\_\_\_\_, an individual with its primary residence located at \_\_\_\_\_ (the “**Specialist**”).

**1. Certification.** The Company requires Specialists to be certified in each technology or technique utilized to provide the construction and existing facilities documentation services including: (i) photography, (ii) video, (iii) webcam, (iv) unmanned aircraft systems and (v) other image, scanning and data collection technologies and techniques the Company may approve from time to time (“**Techniques**”). The Specialist desires to become certified through Company in one or more Techniques. The Specialist acknowledges and agrees that in order to become certified in a particular Technique that they must successfully complete, to Company’s satisfaction, each certification program offered by Company or its designee applicable to each Technique that the Specialist will utilize. The training will be conducted at a time and place designated by Company and only upon successful completion of the training program for the applicable Technique will Specialist be certified by Company as a “**Certified Specialist**” to provide construction and existing facilities documentation services utilizing a particular Technique at, through or in connection with the MULTIVISTA business (“**Business**”) owned by the authorized operator executing the Rider, attached as Exhibit I to this Agreement (“**Authorized Operator**”).

**2. Maintaining Certification.** In order to maintain their certification as a MULTIVISTA Certified Specialist, the Specialist shall be required to maintain certain minimum standards with respect to each Technique utilized to provide the construction and existing facilities documentation services and other products and services. These standards will be provided to the Specialist during the training program, provided that Company reserves the right to revise the standards as Company deems reasonably necessary. If the Specialist fails to meet and maintain reasonable evaluation standards, Company or the Authorized Operator will notify the Specialist, in writing, in which case the Specialist shall be required to retrain in order to maintain continued certification. Such retraining must commence within 30 days after the date of notice from Company. In addition, Company may periodically require the Specialist to attend additional training, seminars, conventions or continuing development programs offered by Company for the benefit of MULTIVISTA Certified Specialists. From time to time, whether in connection with such additional training, seminars and conventions or otherwise, the Specialist may be evaluated by Company to determine his/her qualification for continued certification as a MULTIVISTA Certified Specialist for each applicable Technique. If the Specialist fails to meet reasonable evaluation standards, Company will notify the Specialist, in writing, and may require the Specialist to take and pass to Company’s satisfaction each applicable recertification course and/or exam. The method used to evaluate the Specialist shall be determined by Company in its sole discretion.

**3. No Employment Relationship.** Company and the Specialist acknowledge and agree that the Specialist is an employee, agent or representative of the Authorized Operator. The Company will have no control over the employment terms, conditions, or decisions made by the Authorized Operator regarding the Specialist. The Authorized Operator is solely responsible for all employment-related matters, including but not limited to, hiring, firing, supervision, compensation, benefits, and compliance with employment laws. The Specialist is an independent contractor of the Authorized Operator and not an employee, agent or representative of the Company. The Specialist will not hold themselves out as an employee, agent, or representative of the Company. The Company will not have any control or direction over the manner, means, or methods by which the Specialist performs their work for the Authorized Operator. The Company will not be involved in the day-to-day management or supervision of the Specialist. All decisions regarding the Specialist’s work assignments, performance evaluations, discipline, and termination will be made solely

by the Authorized Operator. The Company will not provide any direct supervision or control over the Specialist's work activities.

4. **Fees.** The Authorized Operator will be solely responsible for all fees or expenses charged by the Company in performing the training pursuant to this Agreement. The Authorized Operator will also be responsible for ensuring that the Specialist complies with all applicable employment laws and regulations, including but not limited to wage and hour laws, workers' compensation, and occupational safety and health requirements.

5. **Confidential Information.** Company and the Specialist acknowledge that the distinctive business format, photographic techniques and training, construction and existing facilities documentation techniques and training, bidding techniques and other sales and procurement techniques, systems, plans, methods, data, processes, marketing systems, market intelligence, pricing information and calculators, advertising and promotional methods, designs, layouts, operating procedures, operations manuals, client and prospective client lists, information related to client contact and client prospecting, client correspondence, supplier lists, third-party information provided to the Company or its affiliates in confidence and shared with the Specialist, software, web applications, proprietary information, and know-how and other confidential and proprietary information of the Company which has been or will be developed and utilized in connection with the operation of the franchise and MULTIVISTA Businesses is the Company's or its affiliates "**Confidential Information**". Such Confidential Information is the unique, exclusive property (except if licensed or third-party information) and a trade secret of the Company or its affiliates. Specialist acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to the Company. Specialist further acknowledges that the Company has expended a great amount of effort and money in obtaining and developing the Confidential Information, that the Company has taken numerous precautions to guard the secrecy of the Confidential Information and that it would be very costly for competitors to acquire or duplicate the Confidential Information. Specialist further understands and acknowledges that this Confidential Information and the ability of the Company and MULTIVISTA Businesses to reserve it for the exclusive knowledge and use of the Company and MULTIVISTA Businesses is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information by Specialist might cause the Company to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to Specialist, provided that such disclosure is through no direct or indirect fault of Specialist or person(s) acting on Specialist's behalf

6. **Restrictive Covenants.** The Specialist acknowledges that Company and its affiliates operate and license others to operate MULTIVISTA Businesses in a highly competitive industry and that Company and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of products and services that they offer and provide to clients, which goodwill and reputation have been and will continue to be of major benefit to Company. The Specialist acknowledges that Company or its designee will, during the training or certification program, provide to the Specialist highly specialized training in the use of Company's proprietary construction and existing facilities documentation methods and that Company will provide the Specialist with access to commercially valuable information including the Confidential Information. In order to protect Company's Confidential Information and trade secrets and as a material inducement for Company to enter into this Agreement, the Specialist agrees:

a. **Maintain Confidential Information.** To treat all information it receives which comprises or is a part of the Confidential Information as proprietary and confidential and will not use, copy, disclose or distribute, either in writing, electronically, orally or otherwise, the Confidential Information without first obtaining Company's written consent. The Specialist agrees

and acknowledges that the protection and maintenance of the Confidential Information is essential to Company and that any unauthorized use or disclosure of the Confidential Information will result in hardship and irreparable harm to Company.

b. No Competition. The Specialist acknowledges that they will derive considerable benefit from participating in the training or certification program and having access to the Confidential Information. Consequently:

(i) During the term of this Agreement, the Specialist shall not: (A) have any direct or indirect controlling interest as a disclosed or beneficial owner in a “**Competitive Business**” as defined below; (B) perform services as a director, officer, manager, employee, consultant, representative or agent for a Competitive Business; or (C) divert or attempt to divert any business related to, or any client or account of any MULTIVISTA Business or of Company, including National Accounts, to a Competitive Business by direct inducement or otherwise. The term “**Competitive Business**” as used in this paragraph shall mean any business operating, or granting franchises or licenses to others to operate, a business that provides construction or existing facilities documentation services or other products or services provided by MULTIVISTA Businesses. Notwithstanding the foregoing, the Specialist shall not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent 5% or less of that class of securities issued and outstanding.

(ii) For a period of 1 year following the expiration or termination of this Agreement or the Specialist’s compliance with this provision whichever later occurs, the Specialist shall not provide construction or existing facilities documentation services or other products and services provided by MULTIVISTA Businesses from, at or in connection with any other business, other than a MULTIVISTA Business, located or operating within the Territory, as that term is defined in the MULTIVISTA Business franchise agreement or license agreement between Company and the Authorized Operator (“**Franchise Agreement**”). In addition, for a period of 1 year following the expiration or termination of this Agreement or the Specialist’s compliance with this provision whichever later occurs, the Specialist shall not provide construction or existing facilities documentation services or other products and services provided by MULTIVISTA Businesses from, at or in connection with any other business, other than a MULTIVISTA Business, located or operating within the Territory, as that term is defined in the applicable MULTIVISTA Business franchise agreement or license agreement, of any other franchisee, Company or affiliate owned MULTIVISTA Business. The Specialist expressly acknowledges that the foregoing covenants will not prohibit the Specialist from acquiring employment and that the Specialist has other opportunities for exploiting their skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

(iii) For a period of 1 year following the expiration or termination of this Agreement or the Specialist’s compliance with this provision whichever later occurs, the Specialist shall not directly or indirectly, on behalf of Specialist or on behalf of, or in conjunction with, any other person, company, partnership, corporation, or governmental entity (A) divert or attempt to divert any business related to, or any client or account of any MULTIVISTA Business or of Company, including National Accounts, to a Competitive Business by direct inducement or otherwise.

**7. Term and Termination.** This Agreement shall commence as of the day first written above and shall terminate upon the earlier of (i) the expiration or termination of the Franchise Agreement, license or similar authority granted by Company for the operation of the Business through which Specialist is employed or (ii) the cessation of the Specialist's employment or other relationship with the Authorized Operator, or another Authorized Operator approved by Company. The Specialist may terminate this Agreement upon 30 days prior written notice to Company and Authorized Operator. Company may terminate this Agreement and the Specialist's certification as a MULTIVISTA Certified Specialist immediately upon the Specialist's failure to comply with the certification criteria set forth in Sections 1 and 2 above. Upon the termination of this Agreement, the Specialist shall be required to immediately: cease identifying themselves as being or having been a MULTIVISTA Specialist; cease using the construction and existing facilities documentation methods in accordance with the restrictive covenants above unless they become affiliated with another Company authorized MULTIVISTA Business; and return any and all copies of any Confidential Information in the Specialist's possession or control.

**8. Ownership of Results.** All construction and existing facilities documentation photographs, video and other images, scans and data, and all other materials, information, work product, inventions, ideas, concepts, know-how, designs, documents, works of authorship, text, audiovisual works, and other expressions or items, whether or not patentable or copyrightable and whether or not reduced to practice, accumulated, authored, made, conceived, developed or first reduced to practice by or on behalf Specialist which relate in any manner to the construction and existing facilities documentation services or which result from any work performed by Specialist for Authorized Operator (collectively, the "**Results**"), together with all patents, copyrights, trade secrets and other proprietary rights associated therewith, will be the exclusive property of Authorized Operator or its designee, subject to the rights of the Company, and will be promptly disclosed and furnished to Authorized Operator or its designee by Specialist. To the fullest extent permitted by applicable law, such Results will be "works-made-for-hire." To the extent any Results are not "works-made-for-hire," Specialist hereby assigns to Authorized Operator, subject to the rights of the Company and without separate compensation, all right, title and interest in and to the Results together with all associated United States, Canadian and other international patents, copyrights, trade secrets and other proprietary rights, including, without limitation, the rights of registration and renewal. In addition, Specialist hereby waives and releases any and all moral rights and rights of restraint that Specialist may possess in or to any Results.

Specialist will take, and will require its agents to take, at Authorized Operator's expense, all actions during and after the performance of the construction and existing facilities documentation services reasonably requested by Authorized Operator for the implementation of this Section 8 or to evidence, perfect or protect Authorized Operator's, its designee's or Company's ownership of the Results and associated proprietary rights (including, without limitation, the execution, acknowledgement and delivery of instruments of conveyance, copyright, patent or other proprietary right, registration applications or other documents). If Specialist fails to execute such documents for any reason, Specialist hereby irrevocably appoints Authorized Operator and Company and its officers and agents as its agent and attorney-in-fact to execute such documents on Specialist's behalf.

**9. Nonassignability.** The rights granted to the Specialist hereunder are personal to the Specialist and therefore are not assignable by the Specialist; however, this Agreement is freely assignable by Company.

**10. Survivability.** The provisions of this Agreement shall survive the expiration or termination of this Agreement.

**11. Invalidity.** If any provision of this Agreement shall be held, declared or announced void, voidable, invalid, unenforceable or inoperative for any reason by a court of competent jurisdiction or

otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions in this Agreement, which shall otherwise remain in full force and effect. If the restrictions concerning the time duration, geography, affected individuals or entities, or breadth of activity contained in Section 6 are held to be unenforceable under any applicable law, the arbiter of any dispute regarding this Agreement is hereby authorized to and shall make only such limited changes as are necessary to make the restrictions enforceable.

**12. Modification.** This Agreement may not be modified or amended or any term or provision hereof waived, or discharged except in a written document signed by both parties.

**13. Notices.** All notices sent or required to be given under this Agreement shall be sent in writing, by certified mail return receipt requested or by an overnight delivery service providing documentation of receipt, to the addresses listed above or at such other addresses as Company or the Specialist may designate from time to time, and shall be effectively given when deposited in the United States mail, postage prepaid or when received via overnight delivery, as may be applicable.

**14. Governing Law.** This instrument shall be governed by and construed under the laws of the state of Texas without regard to its conflict of law principles.

**15. Jurisdiction and Venue; Injunctive Relief; Attorneys' Fees; Jury Trial Waiver.** In the event of a breach or threatened breach by the Specialist of this Agreement, the Specialist hereby irrevocably submits to the jurisdiction of the state and federal courts located in Dallas, Texas, and irrevocably agrees that exclusive venue for any action or proceeding shall be in the state and federal courts located in Dallas, Texas. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts located in Dallas, Texas. Notwithstanding the foregoing, in the event that the laws of the state where the Specialist resides prohibit the aforesaid designation of jurisdiction and venue, then such other state's laws shall control. Nothing in this Section 15 shall prevent either party from obtaining injunctive relief from a court of competent jurisdiction. The Authorized Operator will indemnify, defend, and hold harmless the Company from any and all claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the employment or engagement of the Specialist by the Authorized Operator. This indemnification obligation will survive the termination or expiration of this Agreement. **THE PARTIES HERETO WAIVE THEIR RIGHT TO TRIAL BY JURY.**

**16. Compliance with Employment Laws.** The Authorized Operator will ensure that the Specialist's employment or engagement complies with all applicable federal, state, and local employment laws and regulations. The Authorized Operator will be solely responsible for any violations of such laws and regulations and will indemnify the Company against any claims arising from violations.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the date first above written.

**MULTIVISTA SYSTEMS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE SPECIALIST:** \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

To be affiliated with the following authorized  
MULTIVISTA Business:

\_\_\_\_\_

**EXHIBIT I**

**RIDER TO  
MULTIVISTA CERTIFIED DOCUMENTATION SPECIALIST AGREEMENT –  
AUTHORIZED OPERATOR ACKNOWLEDGEMENT**

**THE UNDERSIGNED AUTHORIZED OPERATOR** represents, acknowledges and agrees that Authorized Operator:

1. Owns and operates a MULTIVISTA Business(s) under authority granted by Multivista Systems LLC pursuant to the franchise agreement, license or similar authority; namely, the \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_;

2. Has employed or engaged or desires to employ or engage Specialist as a Certified Specialist in one or more Techniques, certified through Company or Authorized Operator, as Company may direct, to provide the construction and existing facilities documentation services at, through or in connection with Authorized Operator’s MULTIVISTA Business(es);

3. Has read the MULTIVISTA Certified Documentation Specialist Agreement pertaining to the employment or engagement of Specialist at Authorized Operator’s MULTIVISTA Business(es) and hereby agrees: to ensure observance and maintenance of Company’s certification standards by Specialist while Specialist is employed or engaged by Authorized Operator as a Certified Specialist; to pay any fees or expenses that Authorized Operator may be required to pay in accordance with its franchise agreement, license or similar agreement in connection with Specialist’s training, continuing development programs, and, if necessary, retraining for continued certification; to notify Company in the event Authorized Operator observes Specialist failing to meet or maintain Company’s certification standards, and; to facilitate retraining of Specialist in the event of such need or to promptly take steps to replace Specialist as Authorized Operator’s Certified Specialist; and

4. Will promptly notify Company in the event of termination of Specialist’s employment or engagement and will take steps to ensure Specialist’s compliance with Specialist’s post-employment or post-engagement obligations described in the Certified Documentation Specialist Agreement.

**ACKNOWLEDGED AND AGREED TO BY:**

**AUTHORIZED OPERATOR:**

\_\_\_\_\_

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

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

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

**EXHIBIT E**  
**(TO DISCLOSURE DOCUMENT)**

**LIST OF FRANCHISEES**

**As of December 31, 2024**

(\*\*Affiliate-owned Businesses)

**UNITED STATES**

**Alabama:**

John David Lott, Brent Pearce, and Brandon Colvin  
BamaView LLC  
6 Office Park Circle, Suite 306A  
Birmingham, AL 35223  
Telephone: (678) 429-9140  
(Birmingham-AL01)

**Arizona:**

David Stadnik and Lauren Lobel  
Construction Reality Capture LLC  
2111 E. Highland Avenue, Suite 215  
Phoenix, AZ 85016  
Telephone: (602) 840-4122  
(Northern Arizona-Phoenix-AZ02)

**California:**

Andrew Duffell  
Pine Pacific Services LLC  
150 Executive Park Blvd. St., Suite 4250  
San Francisco, CA 94124  
Telephone: (415) 829-2256  
(San Francisco-CA01)

Andrew Duffell  
Pine Pacific Services LLC  
150 Executive Park Blvd. St., Suite 4250  
San Francisco, CA 94124  
Telephone: (415) 829-2256  
(Sacramento-CA02)

Brad Avrit, Michael Walmsley and Louis Galvan  
Angelview LLC  
1730 E. Holly Ave. Suite 720  
El Segundo, CA 90245  
Telephone: (310) 306-6578  
(Los Angeles-CA07)

Brad Avrit, Michael Walmsley and Louis Galvan  
OCview LLC  
1730 E. Holly Ave. Suite 720  
El Segundo, CA 90245  
Telephone: (310) 306-6578  
(Orange County-CA08)

Brad Avrit, Michael Walmsley and Louis Galvan  
Diegoview LLC  
8888 Clairemont Mesa Drive, Suite S  
San Diego, CA 92123  
Telephone: (310) 306-6578  
(San Diego-CA10)

**Colorado:**

Jon Cohen  
Construction Documentation Services LLC  
2010 W. 120th Ave., Suite 104  
Denver, CO 80234  
Telephone: (303) 819-2040  
(Denver-CO01)

**Connecticut:**

Clayton Schuller  
TD-CT LLC  
379 Elliot St., Suite 100H  
Newton Upper Falls, MA 02464  
Telephone: (607) 662-4392  
(Connecticut-CT01)

**Delaware:**

Jason Donahoe  
BuildView LLC  
204 East Joppa Road, Suite L5  
Province, MD 21286  
Telephone: (443) 823-1827  
(Delaware-DE01)

**District of Columbia:**

Scott Vinson  
ProjectSherpa LLC  
625 M Street NE Washington, DC 20002  
Telephone: (678) 777-5952  
(Washington D.C.-the territory includes counties in the states of Virginia and Maryland-DC01)

**Florida:**

Kristi Vick  
MiamiView LLC  
227 SE 5th Avenue  
Delray Beach, FL 33483  
Telephone: (561) 272-2223  
(Miami-FL02)

George Hill  
George Anthony Hill II LLC  
8110 Cypress Plaza Drive, Suite 308  
Jacksonville, FL 32256  
Telephone: (904) 245-1639  
(Jacksonville-FL04)

Reef Tanagho  
Premium Documentation LLC  
5703 Red Bug Lake Road, PMB 127  
Winter Springs, FL 32708  
Telephone: (678) 938-4002  
(Orlando-FL01)

George Hill  
George Anthony Hill II LLC  
8110 Cypress Plaza Drive, Suite 308  
Jacksonville, FL 32256  
Telephone: (904) 245-1639  
(Pensacola and Tallahassee-FL05)

Reef Tanagho  
TampaView LLC  
5703 Red Bug Lake Road, PMB 127  
Winter Springs, FL 32708  
Telephone: (678) 938-4002  
(Tampa-FL03)

**Georgia:**

Brent Pearce  
Integrated Documentation Services LLC  
3284 Medlock Bridge Road, NW, Suite 100  
Norcross, GA 30092  
Telephone: (770) 337-3401  
(Atlanta-GA01)

Brett Feemster  
Low Country Documentation Services LLC  
125 Park of Commerce Drive, Suite 215  
Savannah, GA 31405  
Telephone: (706) 338-5773  
(South Georgia-the territory includes counties in the state of South Carolina-GA02)

**Illinois:**

Paul Munsterman  
Munsterman Services LLC  
1955 Raymond Drive, Suite 109  
Northbrook, IL 60062  
Telephone: (773) 904-7039  
(Chicago and includes counties in Indiana-IL01)

John David Lott, Brent Pearce, and  
Brandon Colvin  
Gateway Documentation Services, LLC  
3284 Medlock Bridge Road, STE 100  
Peachtree Corners, GA 30092  
Telephone: (770) 337-3401  
(Springfield, includes designated counties in Missouri – IL02)

**Indiana:**

Mark Oldenquist and Chris Winter  
MVIN Limited  
1001 Eastland Drive, Suite 110  
Westerville, OH 43081  
Telephone: (614) 893-2934  
(Designated counties in Indiana-IN01)

**Iowa:**

Jon Weber  
NBC Construction Documentation LLC  
2514 SW 31st Street  
Ankeny, IA 50023  
Telephone: (319) 321-4583  
(Des Moines-IA01)

**Kentucky:**

Mark Oldenquist  
MVK Limited  
1001 Eastland Drive, Suite 110  
Westerville, OH 43081  
Telephone: (614) 893 2934  
(Eastern Kentucky-KY02)

**Louisiana:**

Brent Pearce and John David Lott  
Crescent View, LLC  
701 Loyola Ave, Suite 803  
New Orleans, LA 70113  
Telephone: (404) 493-1494  
(Baton Rouge/New Orleans- the territory  
includes designated counties in Alabama-LA01)

**Maryland:**

Jason Donahoe  
BuildView LLC  
204 East Joppa Road, Suite L5  
Province, MD 21286  
Telephone: (443) 823-1827  
(Baltimore-MD01)

**Massachusetts:**

MTD Services LLC  
379 Elliot Street, Suite 110H  
Newton, MA 06464  
Telephone: (617) 964-2800  
(Massachusetts-MA01)

**Minnesota:**

Don Cate and Richard Noble  
D&B Enterprises LLC  
12504 74th Ave North  
Maple Grove, MN 55369  
Telephone: (763) 315-4550  
(Minnesota-MN01)

**Missouri:**

Dan Jehlik and David Murrell  
TS Engineering Group LLC  
6801 W. 121st Street  
Overland Park, KS 66209  
Telephone: (913) 754-3650  
(Kansas City-the territory includes counties in  
the state of Kansas-MO01)

**Nebraska:**

Russ Bollig and Jon Weber  
Bollig & Sons LLC  
6818 Grover Street, Suite 405  
Omaha, Nebraska 68106  
Telephone: (515) 441-0448  
(Nebraska-NE01)

**Nevada:**

David Stadnik and Lauren Lobel  
Construction Reality Capture LLC  
2111 E. Highland Avenue, Suite 215  
Phoenix, AZ 85016  
Telephone: (602) 840-4122  
(Las Vegas-NV01)

**New Jersey:**

Clayton Schuller  
TD-NJ LLC  
379 Elliot St, Suite 100H  
Newton Upper Falls, MA 02464  
Telephone: (607) 662-4392  
(Skyway/Northern New Jersey-NJ02)

**North Carolina:**

Brent Pearce, JD Lott, Brett Feemster, Dwight  
Feemster, Zach Sallinger, Paul Viverette  
Capture Carolina, LLC  
215 Bess Town Road  
Bessemer City, NC 28016  
Telephone: (919) 518-5188  
(Charlotte-NC02)

Paul Viverette and Zach Sallinger  
Constructview LLC  
204 W. Millbrook Road,  
Raleigh, NC 27609  
Telephone: (919) 518-5188  
(Raleigh-NC01)

**New York:**

Stephen T. McGlynn and Lisa McGlynn  
Blue Water Management LLC  
114B North West Street  
Homer, NY 13077  
Telephone: (607) 662-3015  
(Upstate New York-NY01)

Clayton Schuller  
NY DOC TECH LLC  
30 Gleen Street, Suite 215  
White Plains, NY 10603  
Telephone: (607) 662-4392  
(New York City-NY02)

**Ohio:**

Mark Oldenquist  
MVC Limited  
1001 Eastland Drive, Suite 110  
Westerville, OH 43081  
Telephone: (614) 776-5580  
(Ohio plus a county in Kentucky-OH01)

**Oregon:**

Michael Walmsley  
Multivista LLC (Not affiliated with the Franchisor)  
20094 SW 56th Avenue  
Tualatin, OR 97062  
Telephone: (503) 922-1299  
(Oregon-OR01)

**Pennsylvania**

Jeff Davis and Justin Davis  
JD Digital Documentation LLC  
408 East 4th Street Suite 301A  
Bridgeport, PA 19405  
Telephone: (828) 712-6942  
(Philadelphia, includes designated counties in New Jersey-PA01)

Jeff Davis and Justin Davis  
JD Digital Documentation LLC  
408 East 4th Street Suite 301A  
Bridgeport, PA 19405  
Telephone: (828) 712-6942  
(Northern Pennsylvania-PA03)

John Montesanto  
MVP PA Limited  
207 Clever Avenue  
McKees Rocks, PA 15136  
Telephone: (440) 476-9830  
(Pittsburgh-PA02)

**South Carolina:**

Brett Feemster, Brent Pearce and Zach Alderson  
Palmettoview LLC  
125 Park of Commerce Drive, Suite 215  
Savannah, GA 31405  
Telephone: (706) 338-5773  
(South Carolina-except certain counties-SC01)

**Tennessee:**

Brandon Vann  
Tennessee Documentation Services LLC  
4005 Wetherburn Way, Suite E  
Norcross, GA 30092  
Telephone: (678) 691-1541  
(Nashville-TN01)

John David Lott, Brent Pearce, and  
Brandon Colvin  
Tennessee 2 Documentation LLC  
3284 Medlock Bridge Road, NW, Suite 100  
Norcross, GA 30092  
Telephone: (678) 429-9140  
(Memphis, includes designated counties in Tennessee, Alabama, Arkansas, and Mississippi-TN02)

**Texas:**

Andrew Duffel  
Austin Construction Documentation, LLC  
2700 Chaparral Park Rd  
Manchaca, TX 78652  
Telephone: (415)652-6827  
(Austin-TX01)

Multivista Documentation Technologies LLC\*\*  
5345 Spring Valley Road  
Dallas, TX 75254  
Telephone: (214) 922-0101  
(Dallas, Ft. Worth, Gulf Coast, El Paso, Panhandle, Big Bend)

Brian Altus and John Altus  
Lonestar Documentation LLC  
7155 Old Katy Road, Suite S230  
Houston, TX 77024  
Telephone: (832) 829-0152  
(Houston-TX03)

Andrew Duffel  
Austin Construction Documentation, LLC  
2700 Chaparral Park Rd  
Manchaca, TX 78652  
Telephone: (415)652-6827  
(San Antonio-TX07)

**Utah:**

David Stadnik and Lauren Lobel  
Construction Reality Capture LLC  
2111 E. Highland Avenue, Suite 215  
Phoenix, AZ 85016  
Telephone: (602) 840-4122  
(Utah-UT01)

**Virginia:**

Scott Vinson  
Commonwealth Documentation LLC  
12563 Summit Manor Drive, Suite 208  
Fairfax, VA 22033  
Telephone: (678) 777-5952  
(Richmond/Harrisonburg-VA01)

**Washington:**

Aaron Weaver  
AW Documentation, LLC  
1125 12<sup>th</sup> Ave NW, Suite B1  
Issaquah, WA 98027  
Telephone: (509) 306-0395  
(Seattle/Western Washington-WA01)

**West Virginia:**

Jason Donahoe  
BuildView LLC  
204 East Joppa Road, Suite L5  
Provinco, MD 21286  
Telephone: (443) 823-1827  
(West Virginia-WV01)

**Wisconsin:**

Don Cate and Richard Noble  
JDR Construction Documentation LLC  
250 East Wisconsin Avenue  
Milwaukee, WI 53202  
Telephone: (763) 315-4550  
(Wisconsin-WI01)

## **CANADA**

### **Alberta:**

Jim Vance and Chris Vance  
WoodRose Photographic Documentation LTD  
4500 5th Street N.E. Bay #9  
Calgary, AB, T2E 7C3  
Telephone: (403) 452-5681  
(Calgary-AB01)

Jim Vance and Chris Vance  
WoodRose Photographic Documentation LTD  
12840 149 Street NW  
Edmonton, AB, T5V 1A4  
Telephone: (780) 488-5681  
(Edmonton-AB02)

### **British Columbia:**

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**EXHIBIT F  
(TO DISCLOSURE DOCUMENT)**

**FRANCHISEES WHO HAVE LEFT THE SYSTEM**

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**EXHIBIT G**  
**(TO DISCLOSURE DOCUMENT)**  
**FINANCIAL STATEMENTS**

Consolidated Financial Statements of

**MULTIVISTA SYSTEMS LLC**

And Independent Auditors' Report thereon

Years ended December 31, 2024, 2023 and 2022



**KPMG LLP**

PO Box 10426 777 Dunsmuir Street  
Vancouver BC V7Y 1K3  
Canada  
Telephone 604 691 3000  
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## **INDEPENDENT AUDITORS' REPORT**

To the Members of Multivista Systems LLC and its subsidiaries

### **Report on the Audit of the Consolidated Financial Statements**

#### ***Opinion***

We have audited the consolidated financial statements of Multivista Systems LLC ("the Company"), which comprise the consolidated balance sheets as of December 31, 2024, 2023 and 2022, and the related consolidated statements of income, comprehensive income and member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Multivista Systems LLC as of December 31, 2024, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

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

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

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

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

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

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

A handwritten signature in black ink that reads 'KPMG LLP'. The signature is written in a cursive, slightly slanted style. Below the signature is a horizontal line that starts under the 'K' and ends under the 'P'.

Chartered Professional Accountants

Vancouver, Canada  
April 29, 2025

# MULTIVISTA SYSTEMS LLC

## Consolidated Balance Sheets

December 31, 2024, 2023 and 2022

	2024	2023	2022
<b>Assets</b>			
Current assets:			
Cash and cash equivalents	\$ 13,709,341	\$ 7,818,002	\$ 12,046,550
Accounts receivable, net (note 2(c) and note 16)	5,185,150	5,003,694	4,339,859
Due from related party (note 7(a))	144,266	17,093	32,099
Prepaid expenses and other assets	436,722	449,565	416,965
Notes receivable – current portion (note 6)	90,525	-	-
	19,566,004	13,288,354	16,835,473
Non-current assets:			
Equipment and leasehold improvements, net (note 4)	99,986	105,730	163,176
Right of use asset (note 4)	202,654	353,312	513,575
Intangible assets, net (note 5)	1,735,702	1,694,425	1,317,101
Notes receivable – non-current portion (note 6)	17,283	81,341	-
Deferred tax assets (note 11)	1,111,724	1,252,839	1,241,870
Other assets	10	10	10
	3,167,359	3,487,657	3,235,732
	\$ 22,733,363	\$ 16,776,011	\$ 20,071,205
<b>Liabilities and Member's Equity</b>			
Current liabilities:			
Accounts payable and accrued liabilities (note 3)	\$ 4,451,591	\$ 3,538,325	\$ 3,885,569
Current portion of unearned revenue (note 8)	380,145	371,487	418,276
Lease obligation - current portion (note 9)	129,079	158,732	148,697
	4,960,815	4,068,544	4,452,542
Non-current liabilities:			
Unearned revenue (note 8)	419,483	541,559	799,535
Lease obligation, non-current portion (note 9)	100,245	232,557	373,063
Deferred tax liabilities (note 11)	487,923	557,793	374,812
	1,007,651	1,331,909	1,547,410
	5,968,466	5,400,453	5,999,952
Member's equity:			
Accumulated other comprehensive income (loss)	16,621,481	11,463,822	14,250,205
Additional paid in capital	(476,698)	(88,264)	(178,952)
Share reserve (note 10)	620,114	-	-
	16,764,897	11,375,558	14,071,253
Lease commitments (note 9)			
Subsequent events (note 15)			
	\$ 22,733,363	\$ 16,776,011	\$ 20,071,205

See accompanying notes to consolidated financial statements.

Approved on behalf of the Board:

*Luis Pascual*

Director

*Diego Ascencio*

Director

# MULTIVISTA SYSTEMS LLC

Consolidated Statements of Income, Comprehensive Income and Member's Equity

Years ended December 31, 2024, 2023 and 2022

	2024	2023	2022
<b>Revenue:</b>			
Initial franchise and training fees	\$ 244,764	\$ 463,923	\$ 257,807
Royalties and other (note 7(b))	18,132,518	15,865,274	15,016,777
Marketing	1,433,738	1,203,601	1,198,837
	19,811,020	17,532,798	16,473,421
<b>Expenses:</b>			
General and administrative	10,802,825	9,208,902	9,246,318
Marketing	1,243,184	1,350,740	1,331,112
Depreciation	830,378	618,806	526,912
Operating lease expense	183,590	191,285	180,497
	13,059,977	11,369,733	11,284,839
Income before the undernoted	6,751,043	6,163,065	5,188,582
<b>Other income (expense):</b>			
Interest income	484,058	369,097	146,397
Other income	26,024	31,047	9,798
Other expense	(17,256)	(24,483)	(5,625)
Gain (loss) on foreign currency	176,255	(24,644)	44,311
	669,081	351,017	194,881
Income before provision for income taxes	7,420,124	6,514,082	5,383,463
Provision for income taxes (note 11)	(2,262,467)	(2,300,465)	(2,037,946)
Net income	5,157,657	4,213,617	3,345,517
<b>Other comprehensive income (loss):</b>			
Foreign currency translation adjustment	(388,432)	90,688	(220,134)
Comprehensive income	4,769,225	4,304,305	3,125,383
Member's equity, beginning of year	11,375,558	14,071,253	10,945,870
Distributions	-	(7,000,000)	-
Share reserve (note 10)	620,114	-	-
Member's equity, end of year	\$ 16,764,897	\$ 11,375,558	\$ 14,071,253

See accompanying notes to consolidated financial statements.

# MULTIVISTA SYSTEMS LLC

## Consolidated Statements of Cash Flows

Years ended December 31, 2024, 2023 and 2022

	2024	2023	2022
Cash provided by (used in):			
Operations			
Net income	\$ 5,157,657	\$ 4,213,617	\$ 3,345,517
Items not involving cash:			
Depreciation and amortization	830,378	618,806	526,912
Depreciation on right of use asset	186,228	158,748	175,431
Deferred income tax	71,245	172,012	598,987
Revaluation of note receivable	2,820	11,654	-
Share reserve issuance	620,114	-	-
Loss on disposal of equipment and leaseholds	-	-	12,843
Changes in non-cash working capital:			
Accounts receivable	(308,629)	(648,829)	499,033
Prepaid expenses and other assets	12,842	(32,600)	(288,107)
Accounts payable and accrued liabilities	913,266	(347,244)	180,679
Unearned revenue	(113,419)	(304,765)	(196,140)
Foreign currency gain (loss)	(120,186)	32,122	(69,572)
Net cash provided by operating activities	7,252,316	3,873,521	4,785,583
Financing:			
Payments on lease obligation	(197,534)	(128,956)	(176,410)
Distributions	-	(7,000,000)	-
Net cash provided by (used in) financing activities	(197,534)	(7,128,956)	(176,410)
Investments:			
Purchase of equipment and leasehold improvements	(103,526)	(35,393)	(91,935)
Development of intangible assets, net of tax credits	(762,385)	(903,291)	(569,591)
Payments received on notes receivable	9,762	92,995	-
Issuance of notes receivable	(39,048)	(185,990)	-
Net cash used in investing activities	(895,197)	(1,031,679)	(661,526)
Effect of exchange rate changes on cash	(268,246)	58,566	(150,562)
Increase (decrease) in cash and cash equivalents	5,891,339	(4,228,548)	3,797,085
Cash and cash equivalents, beginning of year	7,818,002	12,046,550	8,249,465
Cash and cash equivalents, end of year	\$ 13,709,341	\$ 7,818,002	\$ 12,046,550

Supplemental disclosure of non-cash activity (note 14).

See accompanying notes to consolidated financial statements.

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

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## 1. Nature of operations and basis of presentation:

### (a) Nature of operations:

Multivista Systems LLC (“MVS” or the “Company”) was established on March 8, 2007 to franchise Multivista businesses to all geographic regions of the United States and internationally.

On January 27, 2010, MVS formed Multivista Franchise Systems (Canada) Inc. (“MVS Canada”), which is incorporated under the Business Corporations Act of British Columbia. MVS Canada is 100% owned by MVS. MVS Canada's principal business activity is to sell franchises in Canada, South America and Serbia.

The following table summarizes the consolidated number of franchises, excluding Company and affiliate-owned franchisees, in operation:

	2024	2023	2022
Franchises, beginning of year	68	67	73
Franchises sold and opened during the year	2	4	-
Franchises merged during the year	-	-	(2)
Franchises terminated and closed during the year	-	(3)	(3)
Adjustment for prior year	3	-	(1)
Franchises, end of year	73	68	67

### (b) Basis of presentation:

The accompanying consolidated financial statements include the financial position, results of operations and cash flows of the Company and its subsidiary company for the fiscal years ended December 31, 2024, 2023 and 2022.

The consolidated financial statements have been prepared using the U.S. dollar and are presented in accordance with United States generally accepted accounting principles (“U.S. GAAP”).

The accompanying consolidated financial statements include the accounts of the Company and MVS Canada, its wholly-owned subsidiary. All intercompany accounts and transactions have been eliminated in consolidation.

## 2. Significant accounting policies:

### (a) Cash and cash equivalents:

Cash and cash equivalents consist of cash on deposit and short-term deposits with maturity terms equal to less than 90-days, when acquired.

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

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## 2. Significant accounting policies (continued):

### (b) Restricted cash:

The Company has an International Marketing Fund ("IMF") pursuant to the Franchise Disclosure Document and individual franchise agreements. In accordance with these agreements, franchisees contribute an amount to the IMF based upon a percentage of sales as reported by the franchisees. Amounts contributed are reported as restricted cash, if collected, as part of accounts receivable if not yet paid or as part of accounts payable if expenditures exceeded cash collection, temporarily. Amounts are released from restricted cash as corresponding expenditures are incurred.

### (c) Accounts receivable:

Accounts receivables are recorded initially at fair value which is also the invoiced amount. Trade accounts receivable are recorded at the invoiced amount, net of an Allowance of Credit Losses ('ACL') and do not bear interest. Amounts collected on trade accounts receivable are included in net cash provided by operating activities in the consolidated statements of cash flows. The Company uses an aging schedule to estimate the ACL for trade accounts receivable. This method categorizes trade receivables into different groups based on industry and the number of days past due. Past due status is measured based on the number of days since the payment due date. The trade receivables are evaluated individually for expected credit losses if they no longer share similar risk characteristics. The Company determines that the receivables no longer share similar risk characteristic if they are past due balances over 90 days and over a specified amount. The Company evaluates the collectability of trade accounts receivables on an individual basis at each quarter to determine if any are deemed uncollectible. Trade accounts receivable balances are deemed uncollectible and written off as a deduction from the allowance after all means of collection have been exhausted. As at December 31, 2024, doubtful debt provision of nil (2023 - nil; 2022 - nil) was made for accounts receivables.

### (d) Equipment and leasehold improvements (net):

Equipment and leasehold improvements (net) are stated at cost. Depreciation is provided utilizing the straight-line basis at the following rates:

Asset	Rate
Computer and equipment	3 years
Computer software	3 years
Furniture and fixtures	5 years
Leasehold improvements	Shorter of term of the lease or useful life of the asset
Right-of-use asset	Term of the lease

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# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

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## 2. Significant accounting policies (continued):

### (e) Intangible assets (net):

The Company capitalizes certain development costs incurred in connection with its internal use software. These capitalized costs are related to the development of its software platform that is hosted by the Company and accessed by the franchisees. Costs incurred in the preliminary stages of development are expensed as incurred. The Company capitalizes all direct and incremental costs incurred during the application development phase, until such time when the software is substantially complete and ready for its intended use. Capitalization ceases upon completion of all substantial testing. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditure will result in additional features and functionality. These projects are typically completed at the end of each calendar year and amortized over their estimated useful lives of three years.

### (f) Impairment of non-financial assets:

Equipment and leasehold improvements, net and intangible assets, net subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by an asset to the carrying value of the asset. If the carrying value of the long-lived asset is not recoverable on an undiscounted cash flow basis, impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques, including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary.

### (g) Revenue recognition and unearned revenue:

#### (i) Franchise revenue:

##### 1. Initial Franchise fees:

Initial license fees are deferred and recognized over the term of the related license term. The company provides services to the franchisee over the related license term, and hence revenue is evenly recognized over the license term as these services are provided.

Initial franchise fees are included in "initial franchise and training fee" on the consolidated statement of income, comprehensive income and member's equity.

##### 2. Franchise royalties:

Franchise royalties are recorded as they are earned based on franchisees' monthly sales.

#### (ii) Marketing fund contributions and expenses:

The Company participates in an International Marketing Fund established to collect and administer franchisee funds contributed for use in advertising and promotional programs designed to increase sales and enhance the Multivista brand. Contributions to the marketing fund are required to be made by franchisees under the franchise license agreement. These contributions are based on a percentage of sales and are used for local, regional and national advertising as well as brand development programs.

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

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## 2. Significant accounting policies (continued):

(g) Revenue recognition and unearned revenue (continued):

(ii) Marketing fund contributions and expenses (continued):

The marketing fund contributions received from franchisees and marketing fund expenditures are reported on a gross basis on the consolidated statement of income, comprehensive income, and member's equity. Revenue is recorded as it is earned based on franchisees monthly sales and expenditures as incurred on an accrual basis.

(h) National contract revenue:

Under the National Accounts program, certain services are provided by franchisees to end customers. The National account program revenues are reported on a net basis in the consolidated statement of net income and comprehensive income.

In order to facilitate these National account program agreements, the Company performs billing and collection activities on behalf of the individual franchisees. In 2023, the Company revised its payment policy with the servicing franchisees, enabling franchisees to receive payments from the company on a payment term of N30. Previously, payments to the servicing franchisees were settled only after the Company collected from national accounts projects, following a 'pay when paid' model. The individual franchisees are responsible for performing their duties under the contract and the company bears the risk of loss if the customer does not pay. The accompanying consolidated financial statements reflect the cash, accounts receivable, accounts payable, and the standard royalty revenue recognized by the Company based on franchisee sales.

(i) Income taxes:

Income taxes are reported using the tax liability method, as follows: current income tax expense is the estimated income taxes payable for the current year after any refunds or the use of losses incurred in previous years, and deferred income taxes reflect:

- The temporary differences between the carrying amounts of assets and liabilities for accounting purposes and the amounts used for tax purposes; the benefit of unutilized tax losses that will more likely than not be realized and carried forward to future years to reduce income taxes.
- Deferred income taxes are estimated using the rates enacted by tax law and those enacted for the years in which deferred income taxes assets are likely to be realized, or future income tax liabilities settled. The effect of a change in tax rates on deferred income tax assets and liabilities is included in earnings in the period when the change is substantively enacted.

(j) Use of estimates:

The preparation of the consolidated financial statements, in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

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## 2. Significant accounting policies (continued):

### (k) Foreign currency translation:

The functional currency for each entity included in these consolidated financial statements is the applicable local currency. These consolidated financial statements are presented in U.S. dollars, which is the functional currency of MVS. The functional currency of MVS Canada is Canadian dollars. Assets and liabilities of each foreign entity are translated into U.S. dollars at the exchange rate in effect on the balance sheet date. Revenue and expenses are translated at the average rate in effect during the period. Foreign exchange gains and losses from this translation are recognized in accumulated other comprehensive income.

Foreign currency transactions denominated in a currency other than an entity's functional currency are remeasured into the functional currency with any resulting gains and losses recognized in the statement of income, comprehensive income and members' equity.

### (l) Leases:

The Company is a lessee in several non-cancellable operating leases for office space.

The Company accounts for leases in accordance with Topic 842, *Leases*. The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a right-of-use ("ROU") asset and a lease liability at the lease commencement date.

For operating leases, the lease liability is initially and subsequently measured at the present value of the unpaid lease payments at the lease commencement date.

Key estimates and judgments include how the Company determines (1) the discount rate it uses to discount the unpaid lease payments to present value; (2) lease term; and (3) lease payments.

- Topic 842 requires a lessee to discount its unpaid lease payments using the interest rate implicit in the lease or, if that rate cannot be readily determined, its incremental borrowing rate. Generally, the Company cannot determine the interest rate implicit in the lease because it does not have access to the lessor's estimated residual value or the amount of the lessor's deferred initial direct costs. Therefore, the Company generally uses its incremental borrowing rate as the discount rate for the lease.
- The lease term for all of the Company's leases includes the non-cancellable period of the lease plus any additional periods covered by either a Company option to extend (or not to terminate) the lease that the Company is reasonably certain to exercise, or an option to extend (or not to terminate) the lease controlled by the lessor.
- Lease payments included in the measurement of the lease liability comprise of the following:
  - Fixed payments, including in-substance fixed payments, owed over the lease term (which includes termination penalties the Company would owe if the lease term assumes Company exercise of a termination option);
  - Variable lease payments that depend on an index or rate, initially measured using the index or rate at the lease commencement date;
  - Amounts expected to be payable under a Company-provided residual value guarantee; and
  - The exercise price of a Company option to purchase the underlying asset if the Company is reasonably certain to exercise the option.

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

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## 2. Significant accounting policies (continued):

### (l) Leases (continued):

The ROU asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, plus any initial direct costs incurred less any lease incentives received.

For operating leases, the ROU asset is subsequently measured throughout the lease term at the carrying amount of the lease liability, plus initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

Variable lease payments associated with the Company's leases are recognized when the event, activity, or circumstance in the lease agreement on which those payments are assessed occurs. Variable lease payments are presented as operating expense in the Company's consolidated statements of income in the same line item as expense arising from fixed lease payments (operating leases) or amortization of the ROU asset (finance leases).

ROU assets for operating leases are periodically reduced by impairment losses. The Company uses the long-lived assets impairment guidance in ASC Subtopic 360-10, *Property, Plant, and Equipment - Overall*, to determine whether an ROU asset is impaired, and if so, the amount of the impairment loss to recognize.

The Company monitors for events or changes in circumstances that require a reassessment of one of its leases. When a reassessment results in the remeasurement of a lease liability, a corresponding adjustment is made to the carrying amount of the corresponding ROU asset unless doing so would reduce the carrying amount of the ROU asset to an amount less than zero. In that case, the amount of the adjustment that would result in a negative ROU asset balance is recorded in profit or loss.

Operating lease ROU assets are presented as operating lease right of use assets on the consolidated balance sheet. The current portion of operating lease liabilities is included in other current liabilities and the long-term portion is presented separately as operating lease liabilities on the consolidated balance sheet.

### (m) Recently issued Accounting Standards:

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The ASU requires the annual financial statements to include consistent categories and greater disaggregation of information in the rate reconciliation, and income taxes paid disaggregated by jurisdiction. ASU 2023-09 is effective for the Company's annual reporting periods beginning after December 15, 2025. Adoption is either with a prospective method or a fully retrospective method of transition. Early adoption is permitted. The Company is currently evaluating the effect that adoption of ASU 2023-09 will have on its consolidated financial statements.

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

## 2. Significant accounting policies (continued):

(m) Recently issued Accounting Standards (continued):

In March 2024, the FASB issued ASU 2024-02, Codification Improvements—Amendments to Remove References to the Concepts Statements. This ASU removes references to various FASB Concepts Statements to simplify the Codification and draw a distinction between authoritative and nonauthoritative literature. ASU 2024-02 is effective for the Company's annual reporting periods beginning after December 15, 2025. Adoption is either with a prospective method or a fully retrospective method of transition. Early adoption is permitted. The Company does not expect the adoption of ASU 2024-02 to have a material effect on its consolidated financial statements.

(n) Comparative information:

Certain comparative information has been reclassified to conform to the financial statement presentation adopted in the current year with no impact to net income and member's equity in the prior year.

## 3. Accounts payable and accruals:

	2024	2023	2022
Trade payable	\$ 456,638	\$ 313,705	\$ 593,495
Due to related parties (note 7(a))	963,183	376,984	704,933
Accrued liabilities	2,939,281	2,582,325	2,100,391
Bonus provision	92,489	265,311	486,750
	<u>\$ 4,451,591</u>	<u>\$ 3,538,325</u>	<u>\$ 3,885,569</u>

## 4. Equipment and leasehold improvements and right-of-use asset:

	Cost	Accumulated depreciation	2024	2023	2022
Computer and equipment	\$ 789,891	\$ 696,805	\$ 93,086	\$ 87,842	\$ 110,559
Computer software	11,071	10,250	821	2,080	3,382
Furniture and fixtures	104,483	98,404	6,079	15,808	49,235
	<u>905,445</u>	<u>805,459</u>	<u>99,986</u>	<u>105,730</u>	<u>163,176</u>
Right of use asset	882,581	679,927	202,654	353,312	513,575
	<u>\$ 1,788,026</u>	<u>\$ 1,485,386</u>	<u>\$ 302,640</u>	<u>\$ 459,042</u>	<u>\$ 676,751</u>

## 5. Intangible assets:

	Cost	Accumulated Amortization	2024	2023	2022
Internally generated software	\$ 3,785,279	\$ 2,049,577	\$ 1,735,702	\$ 1,694,425	\$ 1,317,101

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

## 6. Notes receivable:

During the year, the Company issued a note receivable of \$26,467 (2023 – \$81,341) to the franchisee. The note is interest-free and is repayable on September 30, 2025, March 31, 2026 and September 30, 2026.

	2024	2023	2022
Notes receivable from franchisees	\$ 107,808	\$ 81,341	\$ -
Allowances for doubtful accounts	-	-	-
Total notes receivable	107,808	81,341	-
Current portion	90,525	-	-
Non-current notes receivable	\$ 17,283	\$ 81,341*	\$ -

\*Note issued in 2023 is repayable on May 22, 2025 and November 22, 2025.

## 7. Related party balances and transactions:

The Company has amounts due to the franchisees who participate in the National Contract Revenue Program, where the Company performs billing and collection on behalf of franchisees. As of December 31, 2024, 2023 and 2022, the Company owed participating franchisees approximately \$136,658, \$219,542, and \$299,486 respectively.

(a) Related party balances:

	2024	2023	2022
Balance owing from (included in accounts receivable):			
Hexagon Software Technology (Qingdao) Co., Ltd	\$ -	\$ -	\$ 16,419
Leica Geosystems AG	-	-	10,920
Leica Geosystems AG Glattbrugg	-	-	4,760
Oxblue	26,577	17,093	-
Hexagon Geosystems Technology	117,689	-	-
	\$ 144,266	\$ 17,093	\$ 32,099
Balances owing to (included in accounts payable):			
Hexagon AB	\$ 29,815	\$ 25,419	\$ 25,706
Hexagon Capability Center India Private Ltd	28,410	31,604	28,272
Hexagon Geosystems Services India Private Ltd	109,711	76,448	70,354
Hexagon Safety & Infrastructure	-	-	3,781
Leica Geosystems AG	475,480	51,187	288,871
Leica Geosystems Inc	170,128	192,326	286,999
Leica Geosystems Ltd	149,639	-	-
Leica Geosystems Machine	-	-	950
	\$ 963,183	\$ 376,984	\$ 704,933

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

## 7. Related party balances and transactions (continued):

(b) Royalties, marketing fees and other revenue:

During the year, the Company participated in the following related party transactions:

	2024	2023	2022
Multivista Doc Tech LLC ("MDT")	\$ 403,829	\$ 373,681	\$ 415,549
Multivista Construction Doc UL ("MCDU")	530,796	602,964	581,190
Hexagon AB ("Hexagon")	581,547	367,335	254,394

MDT and MCDU are related through common ownership by Hexagon. Hexagon is the ultimate parent company of MVS and each of these entities. These transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

## 8. Unearned revenue:

Unearned revenue relates to the unearned portion of franchise license fees which are recognized into revenue over the remaining term of the license in accordance with ASC 606.

	2024	2023	2022
Balance, beginning of year	\$ 913,046	\$ 1,217,811	\$ 1,413,951
Additions from new or renewed franchise licenses	75,866	185,990	-
Revenue recognized	(244,764)	(463,923)	(257,807)
Foreign exchange on MVS Canada balance	55,480	(26,832)	61,667
Balance, end of year	799,628	913,046	1,217,811
Current portion of unearned revenue	(380,145)	(371,487)	(418,276)
Long-term unearned revenue	\$ 419,483	\$ 541,559	\$ 799,535

## 9. Lease obligations:

The Company's lease obligations are initially measured at the present value of the lease payments that are not paid at the lease commencement date using the Company's incremental borrowing rate. After initial recognition, the lease liabilities are measured at amortized cost using the effective interest method. The Company's lease obligations consist of:

	2024	2023	2022
Opening balance	\$ 391,289	\$ 521,760	\$ 153,419
Net additions during the year	35,569	-	544,751
Principal payments	(197,533)	(130,471)	(176,410)
Total lease obligations	229,325	391,289	521,760
Current portion of lease obligations	129,079	158,732	148,697
Non-current portion	\$ 100,245	\$ 232,557	\$ 373,063

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

## 9. Lease obligations (continued):

All extension options have been included in the measurement of lease obligations where applicable.

At December 31, 2024, the Company has recognized \$202,654 (2023 - \$353,312; 2022 - \$513,575) of right-of use assets, and \$229,325 (2023, \$391,289; 2022 - \$521,760) of lease liabilities.

The annual lease obligations until maturity are as follows:

2025	\$	137,678
2026		103,167
Total undiscounted lease obligations		\$ 240,845

## 10. Share reserve:

Hexagon AB, a Swedish publicly listed limited liability company and the group parent company of Multivista Franchise Systems (Canada) Inc and Multivista System LLC, operates a long-term incentive plan ("LTIP") in the form of equity settled performance share program to its CEO, group management, division managers, senior executives and key employees of Hexagon, and its subsidiaries and affiliates. Participants in the share programs are offered to be granted free of charge. Hexagon AB, recharges the cost of the LTIP program to the respective subsidiaries and subsidiaries pay these share reserve recharge cost. The Company initially records the charge as share reserve (additional paid in capital) with a corresponding credit to equity (capital contribution from Hexagon AB). Subsequently, when the amounts are paid there is a corresponding debit to equity.

The total cost of the share-based incentive programs based on the employees participating from Multivista Franchise Systems (Canada) Inc and the Company is \$292,790 recognized as personnel expenses in the Income Statement during the vesting period. As at December 31, 2024, there is \$669,296 of total unvested share cost comprising share issuance (\$620,114) and estimated social cost (\$49,182) granted under the Share Programs, which will be paid in future years.

## 11. Income tax expense:

Income before provision for income taxes, consists of the following:

	2024	2023	2022
Domestic - United States	\$ 6,495,872	\$ 5,180,240	\$ 4,201,184
Foreign – Canada	924,252	1,333,842	1,182,279
	\$ 7,420,124	\$ 6,514,082	\$ 5,383,463

The Company's provision for income taxes consists of the following:

Current income tax expense (benefit)	2024	2023	2022
Federal	\$ 1,883,110	\$ 1,778,776	\$ 1,247,691
Foreign – Canada	219,679	229,511	(99,441)
State	62,079	127,661	103,056
	\$ 2,164,868	\$ 2,135,948	\$ 1,251,306

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

## 11. Income tax expense (continued):

Deferred income tax expense (benefit)	2024	2023	2022
Federal	\$ 151,999	\$ 148,682	\$ 203,636
Foreign – Canada	(95,997)	8,856	552,261
State	41,597	6,979	30,743
	97,599	164,517	786,640
<b>Total income tax expense</b>	<b>\$ 2,262,467</b>	<b>\$ 2,300,465</b>	<b>\$ 2,037,946</b>

The income tax provision differs from the amount of income tax determined by applying the statutory U.S. federal income tax rate of 21% to pre-tax income (loss) as a result of the following:

		2024		2023		2022
Statutory U.S. federal tax rate	21%	\$ 1,558,226	21.0%	\$ 1,367,957	21.0%	\$ 1,130,527
State taxes, net	0.95%	70,593	1.6%	106,366	1.9%	105,702
Tax Cuts and Jobs Act	8.49%	630,463	10.8%	702,573	5.5%	306,414
Prior year true-up	0.89%	65,926	3.0%	199,593	14.5%	798,329
Other	(0.84%)	(62,741)	(1.2)%	(76,024)	(5.6)%	(303,026)
	30.49%	\$ 2,262,467	35.2%	\$ 2,300,465	37.3%	\$ 2,037,946

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes.

Significant components of the Company's deferred tax assets and liabilities are as follows:

	2024	2023	2022
<b>Deferred tax assets:</b>			
Deferred revenue	\$ 119,761	\$ 179,290	\$ 75,927
Tax method changes	-	-	147,846
Tax credits carryforward	217,992	154,829	-
Accrued expenses	4,209	16,029	(223,773)
Adjustment due to 754 election	769,762	902,691	1,241,870
	1,111,724	1,252,839	1,241,870
<b>Deferred tax liabilities:</b>			
Equipment and leasehold improvements, net	(1,613)	(15,894)	(17,410)
Tax credits carryforward	-	-	(5,883)
Accrued expenses	(486,310)	(541,899)	(351,519)
	(487,923)	(557,793)	(374,812)
	\$ 623,801	\$ 695,046	\$ 867,058

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

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## 11. Income tax expense (continued):

The determination of the Company's overall effective tax rate requires significant judgment, the use of estimates, and the interpretation and application of complex tax laws. The effective tax rate reflects the income earned and taxed in various federal, state and provincial jurisdictions. Tax law changes, increases, decreased in temporary, and permanent differences between book and tax items, tax credits, and the Company's change in income in each jurisdiction all affect the overall effective tax rate. Deferred income tax decreased by \$71,245 from 2023 to 2024.

In assessing the realization of deferred tax assets, management considers whether it is, more likely than not, that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the schedules reversals of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods which the deferred tax assets are deductible, management believe it is more likely than not the Company will realize all of the benefits of these deductible differences.

The Company's tax positions are subject to income tax audits by multiple tax jurisdictions throughout the world. The Company recognizes the tax benefit of an uncertain tax position only if it is more likely than not that the position is sustainable upon examination by the taxing authority, solely based on its technical merits. The tax benefit recognized is measured as the largest amount of benefit which is greater than 50 percent likely to be realized upon settlement with the taxing authority. The Company recognizes interest accrued and penalties related to unrecognized tax benefits in the income tax provision.

## 12. Financial instruments:

### (a) Fair value:

The Company uses valuation approaches that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market.

The Company's financial instruments include cash, accounts and notes receivable, accounts payable and accrued liabilities. It is management's opinion that the fair values of these instruments approximate their carrying amounts due to their ability to be promptly liquidated or to their immediate or short-term period to maturity or long-term period to maturity with market interest rates.

The three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value are:

- i. Level 1 - defined as quoted prices in active markets for identical instruments;
- ii. Level 2 - defined as observable prices in active markets for similar instruments, prices for identical or similar instruments in non-active markets, directly observable market inputs, or market inputs not directly observable but derived from or corroborated by observable market data; and
- iii. Level 3 - defined as unobservable inputs based on an entity's own assumptions.

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

## 12. Financial instruments:

### (a) Fair value (continued):

Cash and cash equivalent, accounts receivable, net, and accounts payable and accrued liabilities approximate their fair values due to the short-term maturities of these instruments. The Company has no Level 3 financial instruments.

## 13. Risk management:

### a. Credit risk:

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation.

The Company is exposed to credit risk in respect of its cash, restricted cash and accounts and notes receivable. The entity performs ongoing credit evaluations of its customers and believes it has made adequate provisions for potential credit losses. The Company does not believe it is subject to any concentration risk due to the nature and distribution of revenues and results of credit assessments.

### b. Liquidity risk:

Liquidity risk results from the Company's potential liability to meet its financial obligations. The Company constantly monitors its operations and cash flows to ensure that current and future obligations will be met. The Company believes that its current sources of liquidity are sufficient to cover its currently known short-and long-term cash obligations.

### c. Market risk:

The Company's revenue is derived from royalty, which is subject to franchisee income. The revenue of the franchisee income is dependent on the construction industry, which is closely linked to the health of the economy.

### d. Foreign exchange risk:

The Company is exposed to foreign exchange risk on purchases and revenue that are denominated in a currency other than the functional currency of the Company, which is the U.S. dollar. The currency in which these transactions primarily are denominated in is the U.S. dollar.

The consolidated balance sheet includes the following amounts denominated in Canadian ("CAD") dollars from MVS Canada, with any change in foreign exchange recorded in accumulated other comprehensive income (loss):

	2024	2023	2022
	CAD	CAD	CAD
Cash and cash equivalent	\$ 1,996,701	\$ 2,039,495	\$ 1,775,647
Accounts receivable, net	322,749	587,817	222,815
Accounts payable and accrued liabilities	(3,908,825)	(3,524,614)	(3,074,535)

There has been no change to these risk exposures from the prior year.

# MULTIVISTA SYSTEMS LLC

Notes to Consolidated Financial Statements

Years ended December 31, 2024, 2023 and 2022

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## 14. Supplemental cash flow information:

During the year ended, December 31, 2024, cash paid for interest on lease liabilities was \$17,256 (2023 - \$24,485; 2022 - \$5,625).

## 15. Subsequent events:

Management has evaluated events and transactions through April 29, 2025, the date these consolidated financial statements were available to be issued and noted no subsequent events to be disclosed.

## 16. Accounts receivables, net

Accounts receivables, net are comprised of receivables from franchise partners and receivables from National account customers where the Company bills on behalf of the franchise partners.

	2024	2023	2022
Receivables from National account customers	\$ 455,635	\$ 507,603	\$ 316,156
Receivables from franchisee partners	4,729,515	4,496,091	4,023,703

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**EXHIBIT H  
(TO DISCLOSURE DOCUMENT)**

**MULTIVISTA FRANCHISE OPERATIONS MANUAL  
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<b>Chapter</b>	<b>Topic / Section</b>	<b>Sub-Topic / Section</b>	<b>Pages</b>	
Multivista Systems Franchise Operations Manual - Introduction	Cover Page and Confidentiality Statement		4	
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Business Operations	Introduction to Multivista Business Operations		3	
	General Policies and Guidelines		19	
	Operation of Other Businesses		4	
	Out of Territory Opportunities: Terms and Procedures		4	
	Multivista Shoot Types – Official Definitions		9	
	Multivista Product Upgrades		9	
	Human Resources	Systems Setup and Training	4	
	Administration and Billing		4	
	Communications and Reports	Reporting and Payments	3	
		Communications	1	
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	Business Operations Document Library		3	
	Building Solutions Integrated Partner Tier Program		3	
	Forms and Memos	Referral Fees Sample Letter		1
		Small Business Registration Instructions		1
		Multivista National Account Workflow		9
		Minimum Data Entry in QuickBooks		1
		Multivista Employee Roles and Responsibilities Chart		1
		Multivista Field Operations Training Workflow		5
		Multivista Field Operations Certification Workflow		5
		Camera Equipment Checklist		3
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		Collections Letter – First Notice – Sample		1
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	Equipment Maintenance		3	
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	Forms and Memos	Multivista Safety Practices	2	
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<b>Chapter</b>	<b>Topic / Section</b>	<b>Sub-Topic / Section</b>	<b>Pages</b>
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Sales	Introduction to Multivista Sales		7
	The Multivista Sales Plan		2
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Marketing	Multivista Marketing and Branding		6
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		<b>CHAPTER TOTAL PAGES:</b>	<b>9</b>
		<b>TOTAL PAGES:</b>	<b>269</b>

**EXHIBIT I  
(TO DISCLOSURE DOCUMENT)**

**STATE ADDENDA AND RIDERS TO DISCLOSURE DOCUMENT,  
FRANCHISE AGREEMENT AND OTHER EXHIBITS**

**ADDENDUM TO THE  
MULTIVISTA SYSTEMS LLC  
DISCLOSURE DOCUMENT  
REQUIRED BY  
THE STATE OF CALIFORNIA**

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

OUR WEBSITE ([www.multivista.com](http://www.multivista.com)) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT [www.dbo.ca.gov](http://www.dbo.ca.gov).

1. The following paragraphs are added to the state cover page under Special Risks.

If the Franchisee is an entity, each owner of the entity must sign a guaranty agreeing to be personally liable for the obligations of the Franchisee.

The continuation of the Territory and the right to operate the Business within the Territory during the term of the Franchise Agreement depends on the Business maintaining certain minimum staffing requirements in the Territory which will require you to retain a minimum number of full time internal and external sales persons, sales managers, operations managers, documentation specialists and other staff members that we designate in Exhibit I to the Franchise Agreement.

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

Neither the Franchisor or any person in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

3. The following paragraphs are added to the end of Item 17:

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

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Section 31125 of the California Corporation Code requires us to give you a disclosure document, in a form and containing information as the Commissioner may by rule or otherwise require, prior to a solicitation of a proposed material modification of an existing franchise.

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. This provision may not be enforceable under California law.

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

The Franchise Agreement requires binding arbitration. The arbitration will be conducted in a suitable location chosen by the arbitrator that is within the city where the Franchisor maintains its principal business address or has an office at the time the arbitration demand is filed (currently Dallas, Texas), with the costs being borne by the non-prevailing party. 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 20040.4, 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.

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

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

The Franchise Agreement contains a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code Section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law

**ADDENDUM TO THE  
MULTIVISTA SYSTEMS LLC  
DISCLOSURE DOCUMENT  
REQUIRED BY  
THE STATE OF HAWAII**

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.

**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.**

**ADDENDUM TO THE  
MULTIVISTA SYSTEMS LLC  
DISCLOSURE DOCUMENT  
REQUIRED BY  
THE STATE OF ILLINOIS**

Illinois law shall apply to and govern 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.

Franchisees' 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.**

The following paragraph is added to the state cover page under Special Risks.

The continuation of the Territory and the right to operate the Business within the Territory during the term of the Franchise Agreement depends on the Business maintaining certain minimum staffing requirements in the Territory which will require you to retain a minimum number of full time internal and external sales persons, sales managers, operations managers, documentation specialists and other staff members that we designate in Exhibit I to the Franchise Agreement.

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

**RIDER TO THE  
MULTIVISTA SYSTEMS LLC  
FRANCHISE AGREEMENT  
REQUIRED BY  
THE STATE OF ILLINOIS**

This Rider to the Franchise Agreement by and between Multivista Systems LLC and Franchisee is dated \_\_\_\_\_, 20\_\_\_\_\_.

Illinois law shall apply to and govern 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.

Franchisees' 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.**

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 hereto have duly executed and delivered this Illinois Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

**MULTIVISTA SYSTEMS LLC**

\_\_\_\_\_  
**FRANCHISEE (Print Name)**

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

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

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

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

**ADDENDUM TO THE  
MULTIVISTA SYSTEMS LLC  
DISCLOSURE DOCUMENT  
REQUIRED BY THE STATE OF MARYLAND**

1. The following provisions shall supersede Item 17 of the Disclosure Document and apply to all Franchises offered and sold in the State of Maryland:

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

Pursuant to Maryland law, the general release required as a condition of renewal and/or assignment/transfer shall not apply to any claims that may arise under the Maryland Franchise Registration and Disclosure Law. A copy of the Franchisor's current form of Release is included as Exhibit L to the Disclosure Document.

You may bring any lawsuit against us in any court of competent jurisdiction, including the state or federal courts of Maryland for claims arising under the Maryland Franchise Registration and Disclosure law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

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.

Any representations in the Disclosure Document 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.

**RIDER TO THE  
MULTIVISTA SYSTEMS LLC  
FRANCHISE AGREEMENT  
REQUIRED BY THE STATE OF MARYLAND**

This Rider to the Franchise Agreement by and between Multivista Systems LLC and Franchisee is dated \_\_\_\_\_, 20\_\_.

1. The following sentence is added at the end of Sections 16.2.f. (“**Pre-Conditions to Franchisee’s Transfer**”) and 17.3.d. (“**Rights Upon Expiration**”):

Any release executed in connection with this Agreement will not apply to any claims that may arise under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of Section 22.3 (“**Governing Law/Consent to Jurisdiction; Jury Trial Waiver**”):

The Franchisee may commence any cause of action against the Franchisor in any court of competent jurisdiction, including the state or federal courts of Maryland, unless otherwise governed by the arbitration provisions of this Agreement. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

3. The following sentence is added to the end of Sections 23.2 (“**Entire Agreement**”) :

The representations and acknowledgements in this provision are not limited to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Laws.

4. 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 hereto have duly executed and delivered this Maryland Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

**MULTIVISTA SYSTEMS LLC**

\_\_\_\_\_  
**FRANCHISEE (Print Name)**

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

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

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

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

**ADDENDUM TO THE  
MULTIVISTA SYSTEMS LLC  
DISCLOSURE DOCUMENT  
REQUIRED BY  
THE STATE OF MINNESOTA**

We are contractually obligated by the Franchise Agreement to protect you against claims of infringement or unfair competition with respect to your use of the Marks when your rights granted therein warrant protection.

Minnesota law provides a Franchisee with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C.14 Subd. 3, 4 and 5 require, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the applicable agreement.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

In Items 17.c and 17.m any releases you sign will not apply to any claims that may arise under the Minnesota Franchise Act.

The following paragraph is added to the state cover page under Special Risks.

The continuation of the Territory and the right to operate the Business within the Territory during the term of the Franchise Agreement depends on the Business maintaining certain minimum staffing requirements in the Territory which will require you to retain a minimum number of full time internal and external sales persons, sales managers, operations managers, documentation specialists and other staff members that we designate in Exhibit I to the Franchise Agreement.

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.

**RIDER TO THE  
MULTIVISTA SYSTEMS LLC  
FRANCHISE AGREEMENT  
REQUIRED BY  
THE STATE OF MINNESOTA**

This Rider to the Franchise Agreement by and between Multivista Systems LLC and Franchisee is dated \_\_\_\_\_, 20\_\_.

1. The second sentence of Section 14.5. is deleted and the following is inserted in its place:

The Franchisor agrees to protect the Franchisee against claims of infringement or unfair competition with respect to the Franchisee's authorized use of the Marks when the Franchisee's rights granted therein warrant protection.

2. The following sentence is added at the end of Sections 16.2.f. and 17.3.d.:

Any release executed in connection herewith will not apply to any claims that may arise under the Minnesota Franchise Act.

3. The following sentence is added to Section 18.6:

Minnesota law provides Franchisee with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C.14 Subd. 3, 4 and 5 require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of this Agreement.

4. The last sentence of Section 22.3. is deleted and the following is inserted in its place:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. Section 22.4. is deleted and the following is inserted in its place:

**22.4 Injunctive Relief.** Notwithstanding the above arbitration provision, the Franchisor and the Franchisee will each have the right in a proper case to obtain injunctive relief from a court of competent jurisdiction. The Franchisor and the Franchisee agree that the other party may obtain such injunctive relief, without posting a bond or bonds in excess of a total of \$5,000, but upon due notice, and with the sole remedy in the event of the entry of such injunctive relief will be the dissolution of such injunctive relief, if warranted, upon hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by each party. Any such action will be brought as provided in Section 22.3 above.

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 hereto have duly executed and delivered this Minnesota Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

**MULTIVISTA SYSTEMS LLC**

\_\_\_\_\_  
**FRANCHISEE (Print Name)**

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

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

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

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

**ADDENDUM TO THE  
MULTIVISTA SYSTEMS LLC  
DISCLOSURE DOCUMENT  
REQUIRED BY  
THE STATE OF NEW YORK**

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR 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 THE APPROPRIATE STATE 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.

The continuation of the Territory and the right to operate the Business within the Territory during the term of the Franchise Agreement depends on the Business maintaining certain minimum staffing requirements in the Territory which will require you to retain a minimum number of full time internal and external sales persons, sales managers, operations managers, documentation specialists and other staff members that we designate in Exhibit I to the Franchise Agreement.

2. The following is added to 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 ten 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 Item 4:

Neither the franchisor, its affiliate, its predecessor, officers or general partner during the 10-year period immediately before the date of the offering circular:

- (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;
- (b) obtained a discharge of its debts under the bankruptcy code; or
- (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. 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.

6. 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.

7. 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.

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

9. 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.

(NY4/18/23)

**RIDER TO THE  
MULTIVISTA SYSTEMS LLC  
FRANCHISE AGREEMENT  
REQUIRED BY  
THE STATE OF NEW YORK**

This Rider to the Franchise Agreement by and between Multivista Systems LLC and Franchisee is dated \_\_\_\_\_, 20\_\_\_\_\_.

1. The following sentence shall be added after the first sentence of Section 8.3:

Any new or different requirement set forth in the Operations Manual shall not unreasonably increase the Franchisee's obligations or place an excessive burden on the Franchisee's operation of its MULTIVISTA Business.

2. The following shall be added at the end of Sections 16.2.f and 17.3.d:

Provided however, that all rights enjoyed by the Franchisee and any causes of action arising in the Franchisee's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provision of GBL 687.4 and 687.5 be satisfied.

3. Section 16.6 is deleted and the following is inserted in its place:

This Agreement is fully assignable by the Franchisor and shall inure to the benefit of any assignee or other legal successor in interest, and the Franchisor shall in such event be fully released from the same, provided no assignment shall be made except to an assignee who, in the Franchisor's good faith judgment, is willing and able to assume the Franchisor's obligations under this Agreement.

4. The following shall be added at the end of Section 18.1:

The Franchisee may terminate the Agreement upon any grounds available by law.

5. After the first sentence of Section 19.3, the following sentence shall be added:

However, the Franchisee shall not be required to indemnify the Franchisor for any liabilities which arose as a result of the Franchisor's breach of this Agreement or other civil wrongs committed by the Franchisor.

6. The following shall be added to Section 22.3:

However, the foregoing choice of law shall not be considered a waiver of any right conferred upon the Franchisee by the provisions of Article 33 of the New York State General Business Law.

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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

**MULTIVISTA SYSTEMS LLC**

\_\_\_\_\_  
**FRANCHISEE (Print Name)**

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

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

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

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

**RIDER TO THE  
MULTIVISTA SYSTEMS LLC  
FRANCHISE AGREEMENT  
REQUIRED BY THE STATE OF OHIO**

This Rider to the Franchise Agreement by and between Multivista Systems LLC and Franchisee is dated \_\_\_\_\_, 20\_\_.

1. The following sentence is added at the end of Section 23.4:

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

2. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the Ohio Business Opportunity Purchasers Protection Act, with respect to each such provision, are met independent of the Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Ohio Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

**MULTIVISTA SYSTEMS LLC**

\_\_\_\_\_  
**FRANCHISEE (Print Name)**

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

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

**[Notice of Cancellation form (in duplicate) follows]**

**Notice of Cancellation**

\_\_\_\_\_, 20 \_\_\_\_

**You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this Agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Multivista Systems LLC at 129 S. Main Street, Suite 200, Grapevine TX 76051, or send a fax to Multivista Systems LLC at \_\_\_\_\_, or an e-mail to Multivista Systems LLC at \_\_\_\_\_, not later than midnight of \_\_\_\_\_, 20 \_\_\_\_.**

**I hereby cancel this transaction.**

\_\_\_\_\_, 20 \_\_\_\_  
(Date)

\_\_\_\_\_  
(Purchaser's signature)

\_\_\_\_\_  
(Print name)

**Notice of Cancellation**

\_\_\_\_\_, 20 \_\_\_\_

**You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller’s receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this Agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Multivista Systems LLC at 129 S. Main Street, Suite 200, Grapevine TX 76051, or send a fax to Multivista Systems LLC at \_\_\_\_\_, or an e-mail to Multivista Systems LLC at \_\_\_\_\_, not later than midnight of \_\_\_\_\_, 20 \_\_\_\_.**

**I hereby cancel this transaction.**

\_\_\_\_\_, 20 \_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Purchaser’s signature)**

\_\_\_\_\_  
**(Print name)**

**ADDENDUM TO THE  
MULTIVISTA SYSTEMS LLC  
DISCLOSURE DOCUMENT  
REQUIRED BY  
THE STATE OF RHODE ISLAND**

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

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.”

The following paragraph is added to the state cover page under Special Risks.

The continuation of the Territory and the right to operate the Business within the Territory during the term of the Franchise Agreement depends on the Business maintaining certain minimum staffing requirements in the Territory which will require you to retain a minimum number of full time internal and external sales persons, sales managers, operations managers, documentation specialists and other staff members that we designate in Exhibit I to the Franchise Agreement.

The following paragraph is hereby added to the Franchise Disclosure Document:

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

**RIDER TO THE  
MULTIVISTA SYSTEMS LLC  
FRANCHISE AGREEMENT  
REQUIRED BY  
THE STATE OF RHODE ISLAND**

This Rider to the Franchise Agreement by and between Multivista Systems LLC and Franchisee is dated \_\_\_\_\_, 20\_\_\_\_\_.

The following paragraph is hereby added at the end of Section 22.3.:

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.”

The following paragraph is hereby added to the Franchise Agreement:

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 hereto have duly executed and delivered this Rhode Island Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

**MULTIVISTA SYSTEMS LLC**

\_\_\_\_\_  
**FRANCHISEE (Print Name)**

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

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

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

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

**ADDENDUM TO THE  
MULTIVISTA SYSTEMS LLC  
DISCLOSURE DOCUMENT  
REQUIRED BY  
THE STATE OF VIRGINIA**

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Disclosure Document for use in the Commonwealth of Virginia shall be amended as follows:

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

2. The following paragraph is added to the state cover page under Special Risks.

The continuation of the Territory and the right to operate the Business within the Territory during the term of the Franchise Agreement depends on the Business maintaining certain minimum staffing requirements in the Territory which will require you to retain a minimum number of full time internal and external sales persons, sales managers, operations managers, documentation specialists and other staff members that we designate in Exhibit I to the Franchise Agreement.

3. The following paragraph is added to the Franchise Disclosure Document:

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

**ADDENDUM TO THE  
MULTIVISTA SYSTEMS LLC  
DISCLOSURE DOCUMENT FOR  
THE STATE OF WASHINGTON**

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.

19. The following paragraph is added to the state cover page under Special Risks:

The continuation of the Territory and the right to operate the Business within the Territory during the term of the Franchise Agreement depends on the Business maintaining certain minimum staffing requirements in the Territory which will require you to retain a minimum number of full time internal and external sales persons, sales managers, operations managers, documentation specialists and other staff members that we designate in Exhibit I to the Franchise Agreement.

20. The following paragraph is added to Item 5 of the Franchise Disclosure Document:

You agree that pursuant to RCW 19.100.010(7), WAC 460-82, and the Franchise Act Policy Statement 6, franchisees that are paid a fee or commission for referral services may be required to register as franchise brokers in the state of Washington. RCW 19.100.010(7) defines a “franchise broker” as “a person who directly or indirectly engages in the business of the offer or sale of franchises,” and excludes “a franchisor, subfranchisor, or their officers, directors, or employees.” In addition RCW 19.100.010(12) defines “offer” as “every attempt or offer to dispose of or solicitation of an offer to buy a franchise or an interest in a franchise.” Further, the Franchise Act Policy Statement 6 states that “a person who receives a commission or other transactional-based compensation in connection with the offer or sale of a franchise would generally be considered a franchise broker;... A person who offers or sells two or more franchises is generally presumed to be a franchise broker.” **IF YOU RECEIVE FINANCIAL INCENTIVES TO REFER FRANCHISE PROSPECTS TO THE FRANCHISOR, YOU MAY BE REQUIRED TO REGISTER AS A FRANCHISE BROKER UNDER THE LAWS OF THE STATE OF WASHINGTON.**

**RIDER TO THE  
MULTIVISTA SYSTEMS LLC  
FRANCHISE AGREEMENT  
REQUIRED BY  
THE STATE OF WASHINGTON**

This Rider to the Franchise Agreement by and between Multivista Systems LLC and Franchisee is dated \_\_\_\_\_, 20\_\_\_\_\_.

The provisions of this Rider form an integral part of, are incorporated into, and modify the Franchise Agreement and all related agreements, regardless of anything to the contrary contained therein. This Rider 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

**MULTIVISTA SYSTEMS LLC**

\_\_\_\_\_  
**FRANCHISEE** (Print Name)

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

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

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

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

**ADDENDUM TO THE  
MULTIVISTA SYSTEMS LLC  
DISCLOSURE DOCUMENT  
REQUIRED BY THE STATE OF WISCONSIN**

**REGISTRATION OF THIS FRANCHISE IN WISCONSIN DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.**

The conditions under which the Franchise Agreement can be terminated or not renewed may be affected by the Wisconsin Fair Dealership Law, Wisconsin Statutes 1981-82, Title XIV-A, Chapter 135.

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

**RIDER TO THE  
MULTIVISTA SYSTEMS LLC  
FRANCHISE AGREEMENT  
REQUIRED BY THE STATE OF WISCONSIN**

This Rider to the Franchise Agreement by and between Multivista Systems LLC and Franchisee is dated \_\_\_\_\_, 20 .

The following paragraph is added to Section 18.7:

The conditions under which this Agreement can be terminated or not renewed may be affected by the Wisconsin Fair Dealership Law, Wisconsin Statutes 1981-82, Title XIV-A, Chapter 135.

The following paragraph is added to the Franchise Agreement:

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 hereto have duly executed and delivered this Wisconsin Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

**MULTIVISTA SYSTEMS LLC**

\_\_\_\_\_  
**FRANCHISEE (Print Name)**

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

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

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

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

**EXHIBIT J  
(TO DISCLOSURE DOCUMENT)**

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (the “**Agreement**”) is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **MULTIVISTA SYSTEMS LLC**, a Delaware limited liability company, on behalf of itself and its affiliates (collectively “**Company**”), located at 129 S. Main Street, Suite 200, Grapevine TX 76051; and \_\_\_\_\_ (“**Recipient**”), located at \_\_\_\_\_.

**RECITALS**

A. The Company is engaged in the business of selling franchises for the operation of businesses known as “**MULTIVISTA Businesses**” (“**Franchise Opportunity**”) and affiliates of the Company operate certain **MULTIVISTA Businesses**;

B. The Company has developed and uses confidential information in connection with establishing, operating and promoting **MULTIVISTA Businesses**;

C. Recipient will become privileged as to certain confidential information in connection with Recipient’s evaluation of the **Franchise Opportunity**; and

D. Recipient and the Company have reached an understanding with regard to nondisclosure and non-use by Recipient of the confidential information of the Company.

**NOW THEREFORE**, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Recipient and the Company, intending legally to be bound, agree as follows:

**1. Confidential Information.** Recipient and the Company acknowledge that the distinctive business format, photographic techniques, construction and facilities documentation techniques, bidding techniques and other sales and procurement techniques, systems, plans, methods, data, processes, marketing systems, market intelligence, pricing information and calculators, advertising and promotional methods, designs, layouts, operating procedures, demographic information, operations manuals, expansion plans, trade secrets, software, website, clients, photographic methods, client and prospective client lists and information, supplier lists, client reports and other technical systems, and other information and know-how of the Company which are developed and utilized in connection with the establishment and operation of the **Franchise** and the business of the Company, and whether furnished in any form, is the Company’s “**Confidential Information.**” Confidential Information does not include information that (i) was generally available to and known by the public prior to the time of disclosure, (ii) becomes generally available to and known by the public through no act or omission of the Recipient, or (iii) is communicated rightfully to Recipient free of any obligation of nondisclosure and without restriction as to its use. Recipient shall bear the burden of demonstrating that the information falls under one of the above-described exceptions.

**2. Ownership and Accuracy of Confidential Information.** All Confidential Information that has been obtained by or otherwise provided to Recipient shall remain the exclusive property of the Company. Recipient acknowledges that Company has expended a great amount of effort and money in obtaining and developing the Confidential Information and it would be costly for competitors to acquire or duplicate the Confidential Information. The Company makes no representation or warranty regarding the accuracy or completeness of the Confidential Information.

**3. Nondisclosure and Non-Use of Confidential Information.** Recipient shall not at any time: (i) publish, disclose, divulge or in any manner communicate to any person, firm, corporation,

association, partnership or any other entity whatsoever the Confidential Information, except as provided herein; or (ii) use, directly or indirectly, for Recipient's own benefit or for the benefit of any person, firm, corporation or entity whatsoever the Confidential Information, other than to evaluate the Franchise Opportunity (including disclosure to Recipient's officers, directors, employees and advisers on a need-to-know basis and solely for the purpose of evaluating the Franchise Opportunity, and Recipient shall require such persons to be bound by the provisions of this Agreement). Notwithstanding the foregoing, nothing in the Agreement prohibits Recipient from disclosing Confidential Information directly to a federal or state regulatory agency, law enforcement authority, or legislative body to the extent necessary to report potential violations of applicable law or assist in governmental investigative, enforcement, or oversight efforts.

**4. Return of Confidential Information.** At the request of the Company, Recipient shall immediately return to the Company all Confidential Information, in any form whatsoever, then in Recipient's possession or in Recipient's control, without retaining any copies, abstracts or compilations thereof.

**5. No Implied Rights.** Recipient acknowledges and agrees that unless and until a definitive written agreement with respect to the Franchise Opportunity has been executed by the Company and delivered, the Company shall be under no legal obligation whatsoever by virtue of this or any other written or oral expression by it or any of its representatives, except for the matters specifically agreed to herein.

**6. Injunction.** Recipient acknowledges and agrees that a violation by Recipient of the restrictions imposed hereunder would cause irreparable harm to the Company as owner of the Confidential Information and that remedies at law would be inadequate to redress any actual or threatened violation of this Agreement. Therefore, it is agreed that in the event of any breach or threatened breach of this Agreement, the Company shall be authorized and entitled to seek, from any court of competent jurisdiction (without the posting of any bond), preliminary and permanent injunctive relief and specific performance in addition to any other rights or remedies to which the Company may be entitled. Recipient also agrees to reimburse the Company for its costs and reasonable attorneys' fees in the event of any award of relief to the Company in an action for breach of this Agreement and in an action for injunctive relief.

**7. Effect of Waiver.** The waiver by Recipient or the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

**8. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Recipient and the Company and their respective heirs, executors, representatives, successors and assigns.

**9. Entire Agreement.** This instrument contains the entire agreement of Recipient and the Company relating to the matters set forth herein. It may not be changed verbally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

**10. Governing Law.** This instrument shall be governed by and construed under the laws of the state of Texas.

**11. Jurisdiction and Venue.** In the event of a breach or threatened breach by Recipient of this Agreement, Recipient hereby irrevocably submits to the jurisdiction of the courts of the state of Texas, and irrevocably agrees that venue for any action or proceeding shall be in the courts of the state of Texas. Both parties waive any objection to the jurisdiction of these courts or to venue in Texas.

**12. Severability.** If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction,

government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement which shall otherwise remain in full force and effect. The parties further agree that any court is expressly authorized to modify any unenforceable provision of this Agreement in lieu of severing the unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied in this Agreement to the maximum extent permitted by law. The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them.

**13. Attorneys' Fees.** Should Recipient breach any of the terms of the obligations contained in this Agreement, Recipient shall pay the Company all costs, expenses and reasonable attorneys' fees incurred by the Company in connection with enforcing the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the date first above written.

**MULTIVISTA SYSTEMS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RECIPIENT:**

\_\_\_\_\_  
Individually

\_\_\_\_\_  
(Print Name)

And/Or

(if a corporation, limited liability company,  
partnership or other entity)

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT K  
(TO DISCLOSURE DOCUMENT)**

**RELEASE**

**THIS RELEASE (“Release”)** is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (“**Franchisee**”) in favor of MULTIVISTA SYSTEMS LLC, a Delaware limited liability company (“**Franchisor**”) (collectively referred to as “**Parties**”).

A. The Parties have entered into that certain Franchise Agreement dated \_\_\_\_\_ (“**Franchise Agreement**”) (to the extent not otherwise defined herein, all initial-capitalized references shall have the same meaning as set forth in the Franchise Agreement);

B. The Franchisee has requested that the Franchisor consent and agree to either: (i) the transfer of the Franchise Agreement, the ownership of the Franchisee, or the MULTIVISTA Business or any assets of the Business, or (ii) the renewal of the Franchise Agreement; and

C. The Franchisor desires to consent to the Franchisee’s request subject to the Franchisee’s compliance with the terms and conditions set forth in the Franchise Agreement including, without limitation, the execution and delivery by the Franchisee to the Franchisor of this Release.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **Release.** The Franchisee, for itself and its affiliates, and their respective current and former successors, assigns, officers, shareholders, directors, members, managers, owners, partners, agents, employees, insurers, heirs and personal representatives (“**Franchisee Affiliates**”), hereby fully and forever unconditionally release and discharge the Franchisor and its parents and affiliates, and their respective successors, assigns, agents, representatives, employees, officers, shareholders, directors, members, managers, partners, owners and insurers (collectively referred to as “**Franchisor Affiliates**”) from any and all claims, demands, obligations, actions, liabilities and damages of every kind and nature whatsoever (“**Released Claims**”), in law or in equity, whether known or unknown, which the Franchisee or the Franchisee Affiliates may now have against the Franchisor or Franchisor Affiliates or which may hereafter be discovered. Without limiting the foregoing, Released Claims includes, but is not limited to, all claims, demands, obligations, actions, liabilities and damages, known or unknown, in any way arising from or relating to: (i) any relationship or transaction with the Franchisor or Franchisor Affiliates, (ii) the Franchise Agreement or any related agreements, and (iii) the franchise relationship, from the beginning of time until the date of this Agreement. In addition, to the extent California or South Dakota law applies to the release, the Franchisee, on behalf of itself and Franchisee Affiliates, agrees as follows:

1(a) **California Law.** The Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that the laws of California may purport to limit or reduce the effect of a general release with respect to claims not known or suspected by them at the time of execution of the release, such as Section 1542 of the Civil Code of the State of California, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The Franchisee and the Franchisee Affiliates waive and relinquish every right or benefit which they have, or may have, under Section 1542 of the Civil Code of the State of California, and under any similar provisions of any other law (as may be applicable to this Release), to the fullest extent that the Franchisee and the Franchisee Affiliates may lawfully waive such right or benefit pertaining to the subject matter of this Release. In connection with such waiver and relinquishment, with respect to the Released Claims, the Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Release, but that it is the Franchisee's and the Franchisee Affiliates' intention to settle and release fully, and finally and forever, all Released Claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore existed, and in furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. The Franchisee and the Franchisee Affiliates agree to defend, indemnify and hold harmless the Franchisor and the Franchisor Affiliates from any and all Released Claims arising out of, directly or indirectly, the assertion by the Franchisee and the Franchisee Affiliates (or any person or entity by, through, or on their behalf) of any Released Claims, positions, defenses, or arguments contrary to this Section 1(a) of this Release.

1(b) South Dakota Law. Release of Unknown Claims and Waiver of South Dakota Law. The Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that the laws of South Dakota may purport to limit or reduce the effect of a general release with respect to claims not known or suspected by them at the time of execution of the release, such as South Dakota Codified Laws § 20-7-11, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The Franchisee and the Franchisee Affiliates waive and relinquish every right or benefit which they have, or may have, under § 20-7-11 of the South Dakota Codified Laws, and under any similar provisions of any other law (as may be applicable to this Release), to the fullest extent that they may lawfully waive such right or benefit pertaining to the subject matter of this Release. In connection with such waiver and relinquishment, with respect to the Released Claims, the Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that the Franchisee and the Franchisee Affiliates now know or believe to be true with respect to the subject matter of this Release, but that it is their intention to settle and release fully, and finally and forever, all Released Claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore existed, and in furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. The Franchisee and the Franchisee Affiliates agree to defend, indemnify and hold harmless the Franchisor and the Franchisor Affiliates from any and all Released Claims arising out of, directly or indirectly, the assertion by the Franchisee and the Franchisee Affiliates (or any person or entity by, through, or on behalf of Releasor) of any Released Claims, positions, defenses, or arguments contrary to this Section 1(b) of this Release.

1(c) Washington Law. The 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.

2. **General.** This Release shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas. This Release embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof, and this Release may not be modified or amended or any term hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. Nothing in this Release is intended to disclaim any representations made by the Franchisor in the most recent franchise disclosure document provided by the Franchisor or its representatives to the Franchisee in connection with any renewal. The headings are for convenience in reference only and shall not limit or otherwise affect the meaning hereof. This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. If any provision of this Release shall be held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed modified to eliminate the invalid or unenforceable element and, as so modified, such provision shall be deemed a part of this Release as though originally included. The remaining provisions of this Release shall not be affected by such modification. All provisions of this Release are binding and shall inure to the benefit of the Parties and their respective delegates, successors and assigns.

**IN WITNESS WHEREOF**, the Parties have caused this Release to be made effective on the day and year first above written.

**FRANCHISEE:**

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

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

AND:  
if a corporation, limited liability company  
or partnership)

\_\_\_\_\_  
Company Name

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF )  
 ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that the above-named individual(s) signed this instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT L  
(TO DISCLOSURE DOCUMENT)**

**AMENDMENT TO  
MULTIVISTA FRANCHISE AGREEMENT  
(TRANSFERS)**

MULTIVISTA SYSTEMS LLC (“Franchisor”) and \_\_\_\_\_ (“Franchisee”) entered into a certain Franchise Agreement (“Agreement”) on \_\_\_\_\_, 20\_\_, and desire to supplement and amend certain terms and conditions of such Agreement by this Amendment to Franchise Agreement (“Amendment”). The parties therefore agree as follows:

1. **Initial Franchise Fee.** Section 4.1 is deleted in its entirety.
2. **Commencement of Operations.** Section 5.5 is deleted in its entirety and replaced by the following:

Franchisee agrees that there will be no interruption in the day-to-day operation of the MULTIVISTA Business due to the change in ownership of the Business.

3. **Franchisor’s Development Assistance.** Section 7.1 is deleted in its entirety.
4. **Monthly Royalty.** The second sentence of Section 11.1.a. is deleted and replaced by the following:

Month 1 for purposes of the charts in Section 11.1.b below shall be the month the transferor or its predecessor executed the prior franchise agreement which is dated \_\_\_\_\_ and the Franchisor shall designate, based on such execution date, the month number for purposes of determining the Flat Rate Royalty rate under the Agreement.

5. **Initial Marketing Campaign; Marketing and Promotional Items and Materials.** Section 12.2 is deleted in its entirety.

6. **Transfer Fee.** Franchisor acknowledges receipt of \$10,000 in payment of the transfer fee.

7. **Effectiveness of Agreement.** The terms and conditions of this Amendment are in addition to or in explanation of the existing terms and conditions of the Agreement and shall prevail over and supersede any inconsistent terms and conditions thereof.

Fully executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MULTIVISTA SYSTEMS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT M  
(TO DISCLOSURE DOCUMENT)**

**AMENDMENT TO  
MULTIVISTA FRANCHISE AGREEMENT  
(RENEWAL)**

MULTIVISTA SYSTEMS LLC (“Franchisor”) and \_\_\_\_\_ (“Franchisee”) entered into a certain Franchise Agreement (“Agreement”) contemporaneously herewith and desire to supplement and amend certain terms and conditions of such Agreement by this Amendment to Franchise Agreement (“Amendment”). Initial capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Agreement. The parties therefore agree as follows:

1. **Initial Franchise Fee.** Section 4.1 is deleted in its entirety.

2. **Commencement of Operations.** Section 5.5 is deleted in its entirety and replaced by the following:

Franchisee agrees that there will be no interruption in the day-to-day operation of the MULTIVISTA Business due to the execution of the Agreement for an additional term.

3. **Franchisor’s Development Assistance.** Section 7.1 is deleted in its entirety.

4. **Monthly Royalty.** The second sentence of Section 11.1.a. is deleted and replaced by the following:

Month 1 for purposes of the charts in Section 11.1.b below shall be the month the Franchisee or its predecessor executed the prior franchise agreement which is dated \_\_\_\_\_ and the Franchisor shall designate, based on such execution date, the month number for purposes of determining the Flat Rate Royalty rate under the Agreement.

5. **Initial Marketing Campaign; Marketing and Promotional Items and Materials.** Section 12.2 is deleted in its entirety.

6. **Renewal Fee.** Franchisor acknowledges receipt of \$\_\_\_\_\_ in payment of the renewal fee (successor franchise fee).

7. **Renewal Terms.** In accordance with Section 17.3.c., the Franchisee is required to upgrade the MULTIVISTA Business and its operations, equipment and technology at the Franchisee’s sole expense to conform with the then current Operations Manual as follows: \_\_\_\_\_.

8. **Release.** The Franchisee, for itself and its affiliates, and their respective current and former successors, assigns, officers, shareholders, directors, members, managers, owners, partners, agents, employees, insurers, heirs and personal representatives (“Franchisee Affiliates”), hereby fully and forever unconditionally release and discharge the Franchisor and its parents and affiliates, and their respective successors, assigns, agents, representatives, employees, officers, shareholders, directors, members, managers, partners, owners and insurers (collectively referred to as “Franchisor Affiliates”) from any and all claims, demands, obligations, actions, liabilities and damages of every kind and nature whatsoever (“Released Claims”), in law or in equity, whether known or unknown, which the Franchisee or the Franchisee Affiliates may now have against the Franchisor or Franchisor Affiliates or which may hereafter be discovered. Without limiting the foregoing, Released Claims includes, but is not limited to, all claims, demands, obligations, actions, liabilities and damages, known or unknown, in any way arising from or relating to: (i) any relationship or transaction with the Franchisor or Franchisor Affiliates, (ii) the prior franchise agreement or any related agreements, and (iii) the franchise relationship, from the beginning of

time until the date of this Agreement. In addition, to the extent California or South Dakota law applies to the release, the Franchisee, on behalf of itself and Franchisee Affiliates, agrees as follows:

(a) California Law. The Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that the laws of California may purport to limit or reduce the effect of a general release with respect to claims not known or suspected by them at the time of execution of the release, such as Section 1542 of the Civil Code of the State of California, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The Franchisee and the Franchisee Affiliates waive and relinquish every right or benefit which they have, or may have, under Section 1542 of the Civil Code of the State of California, and under any similar provisions of any other law (as may be applicable to this Amendment), to the fullest extent that the Franchisee and the Franchisee Affiliates may lawfully waive such right or benefit pertaining to the subject matter of this Amendment. In connection with such waiver and relinquishment, with respect to the Released Claims, the Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Amendment, but that it is the Franchisee’s and the Franchisee Affiliates’ intention to settle and release fully, and finally and forever, all Released Claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore existed, and in furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. The Franchisee and the Franchisee Affiliates agree to defend, indemnify and hold harmless the Franchisor and the Franchisor Affiliates from any and all Released Claims arising out of, directly or indirectly, the assertion by the Franchisee and the Franchisee Affiliates (or any person or entity by, through, or on their behalf) of any Released Claims, positions, defenses, or arguments contrary to this Section 8(a) of this Amendment.

(b) South Dakota Law. The Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that the laws of South Dakota may purport to limit or reduce the effect of a general release with respect to claims not known or suspected by them at the time of execution of the release, such as South Dakota Codified Laws § 20-7-11, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The Franchisee and the Franchisee Affiliates waive and relinquish every right or benefit which they have, or may have, under § 20-7-11 of the South Dakota Codified Laws, and under any similar provisions of any other law (as may be applicable to this Amendment), to the fullest extent that they may lawfully waive such right or benefit pertaining to the subject matter of this Amendment. In connection with such waiver and relinquishment, with respect to the Released Claims, the Franchisee and the Franchisee Affiliates acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that the Franchisee and the Franchisee Affiliates now know or believe to be true with respect to the subject matter of this Amendment, but that it is their intention to settle and release fully, and finally and forever, all Released Claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore existed, and in furtherance of such intention, the

release given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. The Franchisee and the Franchisee Affiliates agree to defend, indemnify and hold harmless the Franchisor and the Franchisor Affiliates from any and all Released Claims arising out of, directly or indirectly, the assertion by the Franchisee and the Franchisee Affiliates (or any person or entity by, through, or on their behalf) of any Released Claims, positions, defenses, or arguments contrary to this Section 8(b) of this Amendment.

(c) Washington Law. Releases do not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

**9. General.** This Amendment shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas. This Amendment embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof, and this Amendment may not be modified or amended or any term hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. Nothing in this Amendment is intended to disclaim any representations made by the Franchisor in the most recent franchise disclosure document provided by the Franchisor or its representatives to the Franchisee in connection with any renewal. The headings are for convenience in reference only and shall not limit or otherwise affect the meaning hereof. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. If any provision of this Amendment shall be held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed modified to eliminate the invalid or unenforceable element and, as so modified, such provision shall be deemed a part of this Amendment as though originally included. The remaining provisions of this Amendment shall not be affected by such modification. All provisions of this Amendment are binding and shall inure to the benefit of the parties and their respective delegates, successors and assigns.

**10. Inconsistent Terms.** The terms and conditions of this Amendment are in addition to or in explanation of the existing terms and conditions of the Agreement and shall prevail over and supersede any inconsistent terms and conditions thereof.

Fully executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MULTIVISTA SYSTEMS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT N  
(TO DISCLOSURE DOCUMENT)  
EQUIPMENT FINANCE AGREEMENT**

**EQUIPMENT FINANCE  
AGREEMENT**

GREATAMERICA FINANCIAL SERVICES CORPORATION  
625 FIRST STREET SE, CEDAR RAPIDS IA 52401  
PO BOX 609, CEDAR RAPIDS IA 52405-0609



AGREEMENT NO.:

**CUSTOMER** ("YOU" OR "YOUR")

FULL LEGAL NAME:

ADDRESS:

**VENDOR** (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

**EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES  SEE ATTACHED SCHEDULE

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

EQUIPMENT LOCATION: \_\_\_\_\_

TERM IN MONTHS: \_\_\_\_\_ MONTHLY PAYMENT AMOUNT: \_\_\_\_\_

ADVANCE PAYMENT: \_\_\_\_\_ EQUIPMENT COST/AMOUNT FINANCED: \_\_\_\_\_ DOCUMENT STAMP (IF APPLICABLE): \_\_\_\_\_

**CONTRACT**

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THE PARTIES AGREE THAT THIS AGREEMENT IS BEING ENTERED INTO AND PERFORMED IN THE STATE OF IOWA AND THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA IN ALL RESPECTS INCLUDING, WITHOUT LIMITATION, IOWA'S USURY LAWS. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS, WAIVE TRANSFER OF VENUE AND ACKNOWLEDGE THAT (A) YOU APPLIED FOR CREDIT WITH US IN IOWA, (B) WE MADE THE DECISION TO EXTEND CREDIT TO YOU IN IOWA, AND (C) THIS AGREEMENT WILL BE INVOICED AND ADMINISTERED IN IOWA (THOUGH YOU MAY BE DIRECTED TO SEND PAYMENTS TO OUR LOCKBOX IN A DIFFERENT STATE). EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO FINANCING SOURCE THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. ONCE YOU SIGN THIS AGREEMENT AND WE ACCEPT IT, YOUR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT ARE NON-CANCELABLE AND IRREVOCABLE FOR THE FULL AGREEMENT TERM.

(As Stated Above) 

<b>X</b>
----------

CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE
----------	-----------	--------------------	------

**FINANCING SOURCE** ("WE", "US", "OUR")

GreatAmerica Financial Services Corporation  

FINANCING SOURCE	SIGNATURE	PRINT NAME & TITLE	DATE
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**UNCONDITIONAL GUARANTY**

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring Financing Source to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Financing Source related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE:	<b>X</b>	INDIVIDUAL:	DATE:
SIGNATURE:	<b>X</b>	INDIVIDUAL:	DATE:

**EXHIBIT O**  
**(TO DISCLOSURE DOCUMENT)**

**State Effective Dates**

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

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

<b>State</b>	<b>Effective Date</b>
California	<i>Pending</i>
Hawaii	<i>Pending</i>
Illinois	April 30, 2025
Indiana	April 29, 2025
Maryland	May 2, 2025
Michigan	<i>Pending</i>
Minnesota	<i>Pending</i>
New York	April 29, 2025
Rhode Island	May 23, 2025
South Dakota	May 1, 2025
Virginia	<i>Pending</i>
Washington	May 13, 2025

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 P  
(TO DISCLOSURE DOCUMENT)**

**RECEIPT**

(Keep this copy for your records)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Multivista Systems LLC offers you a franchise, Multivista Systems LLC must provide this disclosure document to you 14 calendar days, unless state law requires a longer period, 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 Multivista Systems LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal 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 A.

The franchisor is Multivista Systems LLC, located at 4299 Canada Way, Suite 101, Burnaby, British Columbia, Canada V5G 1H3 telephone (604) 988-4280 and 129 S. Main Street, Suite 200, Grapevine TX 76051, telephone (888) 811-8477.

Issuance Date: April 29, 2025

The franchise sellers for this offering are: Luis Pascual and Dan McRae located at 4299 Canada Way, Suite 101, Burnaby, British Columbia, Canada V5G 1H3, telephone: (604) 988-4280. Name, principal business address and telephone number of additional franchise sellers: \_\_\_\_\_

Multivista Systems LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for Multivista Systems LLC in the particular state.

I have received a Disclosure Document dated April 29, 2025 and effective in the franchise registration states on the dates noted on the page following the State Cover Page that included the following Exhibits:

Exhibit

- A List of State Agencies/Agents for Service of Process
- B Franchise Agreement
- C Nondisclosure and Noncompetition Agreement
- D Multivista Certified Documentation Specialist Agt.
- E List of Franchisees
- F Franchisees Who Have Left the System
- G Financial Statements
- H Operations Manual Table of Contents

Exhibit

- I State Addenda and Riders to Disclosure Document, Franchise Agreement and Other Exhibits
- J Confidentiality Agreement
- K Release
- L Amendment to Franchise Agreement - Transfers
- M Amendment to Franchise Agreement - Renewals
- N Equipment Finance Agreement
- O State Effective Dates
- P Receipts of Disclosure Document

\_\_\_\_\_  
Date (Do not leave blank)

\_\_\_\_\_  
Prospective Franchisee

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

\_\_\_\_\_  
Date (Do not leave blank)

\_\_\_\_\_  
Prospective Franchisee

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

**RECEIPT**

(Return this copy to us)

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 Multivista Systems LLC offers you a franchise, Multivista Systems LLC must provide this disclosure document to you 14 calendar days, unless state law requires a longer period, 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 Multivista Systems LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal 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 A.

The franchisor is Multivista Systems LLC, located at 4299 Canada Way, Suite 101, Burnaby, British Columbia, Canada V5G 1H3 telephone (604) 988-4280 and 129 S. Main Street, Suite 200, Grapevine TX 76051, telephone (888) 811-8477.

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Multivista Systems LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for Multivista Systems LLC in the particular state.

I have received a Disclosure Document dated April 29, 2025 and effective in the franchise registration states on the dates noted on the page following the State Cover Page that included the following Exhibits:

Exhibit

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- C Nondisclosure and Noncompetition Agreement
- D Multivista Certified Documentation Specialist Agt.
- E List of Franchisees
- F Franchisees Who Have Left the System
- G Financial Statements
- H Operations Manual Table of Contents

Exhibit

- I State Addenda and Riders to Disclosure Document, Franchise Agreement and Other Exhibits
- J Confidentiality Agreement
- K Release
- L Amendment to Franchise Agreement - Transfers
- M Amendment to Franchise Agreement - Renewals
- N Equipment Finance Agreement
- O State Effective Dates
- P Receipts of Disclosure Document

\_\_\_\_\_  
Date (Do not leave blank)

\_\_\_\_\_  
Prospective Franchisee

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

\_\_\_\_\_  
Date (Do not leave blank)

\_\_\_\_\_  
Prospective Franchisee

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