

## FRANCHISE DISCLOSURE DOCUMENT

# 4EVERCHARGE

**4Ever Charge Franchising, LLC**  
a Virginia limited liability company  
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We offer and award qualified parties that right to independently own and operate a business (each, a “Business”) that features, sells and provides various EV-charging services at or in connection with commercial, multi-unit and other residential properties (each, an “Authorized Property”) that are located within one (1) or more geographical area(s) we grant and designate (each, a “Designated Territory”). Each franchised Business is authorized to conduct the following activities utilizing (a) the proprietary marks we designate (the “Proprietary Marks”), and (b) the system we have developed in connection with the initial launch of ongoing operation of such a business (the “System”):

- (i) Promotion, offer and distribution of the electronic charging stations and related equipment for use in connection with electronic or hybrid vehicles that we designate (the “Designated Equipment”), which shall be for installation and subsequent use at a given Authorized Property;
- (ii) Sell and arrange for the installation of the Designated Equipment to Authorized Properties located within the Designated Territory pursuant to a form of services agreement (a “Services Agreement”) you enter into with the owner and/or other controlling party of such properties (each, a “Client”);
- (iii) Facilitate the installation of the Designated Equipment utilizing one (1) or more of the designated or approved contractors we designate (each, a “Designated Provider”) as set forth under a form services agreement with the owner or manager of the Client(s) that we have designated or approve (each, a “Services Agreement”); and
- (iv) Perform ongoing monitoring, maintenance and other ongoing customer service obligations to each Client as agreed to in the governing form of Services Agreement (collectively, (i) through (iv) above will be referred to as the “Approved Services”).

The total estimated initial investment associated with launching a new Franchised Business in a single Designated Territory is between \$103,050 and \$622,500, including \$59,750 to \$70,000 that is payable to us or our affiliates. In addition to the costs associated with establishing and launching a Franchised Business, this range also includes and accounts for the costs associated with acquiring and installing the Designated Equipment at an initial Authorized Property within the Designated Territory.

We may also offer existing System franchisees and other qualified parties that right to own and operate a Franchised Business within multiple Designated Territories, subject to the terms and conditions set forth in our current form of multi-territory addendum (the “Multi-Territory Addendum”). The total estimated initial investment to operate in multiple Designated Territories immediately upon the launch of your Franchise Business will be based on the number of Designated Territories wherein we grant you the right to operate your Franchised Business – and the corresponding purchasing requirements. You will be required to pay us a multi-unit territory development fee (a “Multi-Territory Fee”) at the time you enter into your Franchise Agreement and Multi-Territory Addendum that will be calculated as the sum of the following: (i) \$59,500 for the initial Designated Territory granted under the foregoing agreements; (ii) \$49,500 for the second Designated Territory granted; and (iii) \$39,500 for the third and each additional Designated Territory awarded in connection with your Franchised Business operations.

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 regarding 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 our President, Mr. John Biagas, at 627 36<sup>th</sup> Street, Newport News, Virginia 23607 or via telephone at (833) 346-5982.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this document to an advisor, like an attorney or an accountant.

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

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

Issue Date: May 21, 2025

## HOW TO USE THIS FRANCHISE DISCLOSURE DOCUMENT

Here are some questions you may be asking about purchasing 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, and losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information on Item 20 or Exhibit D. |
| <b>How much will I need to invest?</b>   | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.  |
| <b>Does the franchisor have the financial ability to provide support to my business?</b> | Item 21 or Exhibit C includes financial statements. Review these statements carefully.  |
| <b>Is the franchise system stable, growing, or shrinking?</b>                            | Item 20 summarizes the recent history of the number of company-owned and franchised outlets as of our past fiscal year.   |
| <b>Will my business be the only System 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 System franchisee?</b>   | Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.   |
| <b>What else should I know?</b>  | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the Table of Contents.   |

## WHAT YOU NEED TO KNOW ABOUT FRANCHISING *GENERALLY*

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

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

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

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

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

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

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

## **SOME STATES REQUIRE REGISTRATION**

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

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

## SPECIAL RISKS TO CONSIDER ABOUT *THIS* FRANCHISE

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

1. **Out-of-State Dispute Resolution.** This franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in the Commonwealth of Virginia. Out-of-state mediation and/or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Virginia than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement, even if your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails. If you are an entity, then each of your owners and, at our option, their respective spouses must sign such a document.
3. **Minimum Royalty Fee(s).** You will be required to remit certain minimum amounts to Franchisor under your Franchise Agreement in royalty fees and certain other recurring fees, which will be: (i) due and owing Franchisor regardless of (a) the gross receipts generated by the Designated Equipment you place with your Clients, and/or (b) any other revenue you generate via the Franchised Business; and (ii) if applicable, be based on the number of Designated Territories where you are granted the right to operate your Franchised Business.

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.

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#### EXHIBITS

- A. Franchise Agreement (and Exhibits)
- B. Multi-Territory Addendum (and Exhibit)
- C. Financial Statement(s) of Franchisor
- D. List of Franchisees and List of Former Franchisee(s)
- E. List of Agents for Service of Process
- F. List of State Agencies
- G. Table of Contents for Operations Manual
- H. Sample Form of Release Agreement
- I. State-Specific Addenda to FDD and/or Agreement(s)
- J. State Effective Dates
- K. Receipts

# FRANCHISE DISCLOSURE DOCUMENT

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

### The Franchisor

The name of the franchisor is 4Ever Charge Franchising, LLC (the “Franchisor”).

In this Disclosure Document, be advised that: (i) Franchisor is, at times, referred to as “we” or “us” or “our”; and (ii) “you” or “yours” means the person(s) and/or party(ies), individually and collectively, who acquires the franchise from us and includes the owners of a franchise that is a corporation, partnership or other entity. If you are a corporation, partnership or other entity, your owners must sign an agreement that all provisions of the franchise agreement will also apply to your owners and (at our option) their respective spouses, each of which must personally guarantee and be personally bound by your obligations under the franchise agreement.

We were organized as a limited liability company under the laws of the Virginia in July 2024. Our principal place of business is 627 36<sup>th</sup> Street, Newport News, Virginia 23607, and our telephone contact is (833) 346-5982. We currently only do business under our legal name and our then-current Proprietary Marks.

We commenced offering and awarding franchises for the right to independently own and operate a Franchised Business when we issued our initial form of 2024 FDD in November 2024.

Our agents for service of process are disclosed in Exhibit E to this Disclosure Document.

We have not directly owned, operated or managed any System Franchised Business that is substantially similar to the Franchised Business/

As of the Issue Date, we have not: (i) directly owned, operated or managed any System Franchised Business that is substantially similar to the Franchised Business; (ii) offered or awarded franchises or licenses in any other line of business; our (iii) except for the administration of our franchise system and as otherwise set forth in this Disclosure Document, been involved in any other material business activities.

### Parents, Predecessors and Affiliates

We do not have any parents or predecessors that require disclosure in this Item.

As of the Issue Date, we do not have any affiliate entities that control, are controlled by, or under common control with, us: (i) have offered or awarded licenses or franchises in any line of business; or (ii) currently serve as our designated or approved supplier (an “Approved Supplier”) for any product, service or other item that you must acquire in connection with the establishment and ongoing operation of a Franchised Business (each, a “Required Item”).

Please note that we may establish one (1) or more affiliate entities in the future to serve as our designated or approved supplier for any such Required Item, as we determine appropriate, in the future.

Please see Item 8 of this Disclosure Document for additional information regarding Approved Suppliers, including our Designated Providers for the Designated Equipment and placement/installation services associated with the same.

## Description of Franchised Business Offered in this Disclosure Document

As noted above in this Disclosure Document, we offer and award franchises for the right to own and operate a Business that is authorized to market, offer and provide the placement of Designated Equipment, as well as all other Approved Services, in connection with any Authorized Property that is located within your Designated Territory. Primarily, these Approved Services include the following as of the Issue Date:

- (i) the promotion, offer, sale and distribution of the EV charging stations and related Designated Equipment we designate for installation at Authorized Properties within your Designated Territory by either one (1) or more Approved Supplier(s) that (a) we designate or recommend, or (b) you propose and we approve (which may include Franchisee directly);
- (ii) facilitating the installation and placement of the Designated Equipment located at any Authorized Property pursuant to the terms and conditions set forth in the form of Services Agreement with the Client at issue that contains the requisite terms we prescribe and/or otherwise approve;
- (iii) ongoing monitoring, cleanup, and other maintenance services with regards to the Designated Equipment – or working with the Designated Provider of such equipment to facilitate the same – to increase efficiency and overall usage of such EV charging equipment at the Authorized Properties that are subject to a Services Agreement.

### *Designated Equipment*

We have a designated third-party provider for the EV charger(s) and ancillary Designated Equipment that your Franchised Business will be authorized to offer and sell within the Designated Territory. As of the Issue Date, the primary EV charger equipment can be detailed more fully as set forth in the Chart below:

| <b>Charger Type</b>                            | <b>No. of Charging Port(s)</b> | <b>Approximate Charging Time for Electronic Vehicle</b>    | <b>Required Voltage Output</b> |
|--|--------------------------------|--|--------------------------------|
| Level 2 Charger Station                        | 1 or 2*                        | 6 to 10 hours (full charge)<br>3 to 6 hours (half charge)  | 208V or 240V                   |
| Level 3 Charger Station<br>(BABA or otherwise) | 1, 2 or 4*                     | 45-90 minutes (full charge)<br>20-45 minutes (half charge) | 277/480V                       |

*\*The additional port(s) may require the installation and use of a pedestal, depending on the Authorized Property at issue.*

If and once you are awarded a franchise, we will provide additional information and training in connection with the Designated Equipment, as part of our confidential Manual(s) or otherwise.

In addition to the pedestals noted above, there may be various other ancillary equipment, tools and/or other supplies necessary to install and place the charging stations and otherwise facilitate efficient operation of the same, which may vary and depend on the Authorized Property at issue.

We have also established relationships with (1) or more Designated Providers that have experience with regards to working with property owners and/or managers to install and properly place the Designated Equipment at a given commercial or other property, including advising with respect to any construction or

other actions that will be involved with modifying the electric grid so that it can service each kind of charging station or other Designated Equipment that comprise the “Approved Products”.

#### *Description of Potential Client Base and Services Agreement*

The target audience of a System Business are prospective Clients that own an Authorized Property that has commercial and, in many instance, residential parking that (a) are located within its Designated Territory, and (b) have an existing, or modifiable as the Authorized Property owner agrees as part of the Services Agreement, power grid that distributes adequate power to the Designated Equipment you offer and negotiate to sell and install for use at that Authorized Property (each, a “Prospective Client”).

You may work with our Designated Providers to approach, negotiate and enter into Service Agreements to place Designated Equipment at a given Authorized Property as you determine appropriate, provided the form of Service Agreement contains all the prescribed terms that we and the Designated Providers designate or otherwise approve. By way of example, you may enter into a Services Agreement whereby:

- Franchisee covers 100% of the Designated Equipment and installation/placement of that equipment at the Authorized Property (via our Designated Provider or other Approved Supplier), with the Client agreeing to pay Franchisee an appropriate, larger percentage of the gross receipts generated by the Designated Equipment less the fee charged by the Designated Provider of such equipment (the “Applicable Receipts”);
- Franchisee and Client agree to (i) each cover a portion of the installation/placement of the Designated Equipment, with Franchisee purchasing and acquiring such equipment from a Designated Provider, and (ii) split the Applicable Receipts generated by the Designated Equipment; and/or
- Client agrees to purchase the equipment and cover the installation costs associated with the same (again, using a Designated or Approved Supplier), with Franchisee agreeing to likely take a lesser percentage of Applicable Receipts once the Designated Equipment is operating.

Please also note that, in certain instances, a System might wish to work with an Applicable Property within the Designated Territory that franchisee (or its principals) own and/or control (each, a “Controlled Property”). At the same time, certain System franchisees may be an experienced and licensed electrician that has the appropriate permits and training to handle the installation and placement of certain Designated Equipment at a given Authorized Property. Franchisees may conduct such activities, provided they seek and obtain our prior written approval.

#### *Approved Premises and Designated Territory*

We expect and assume that a new System franchisee will initially operate from a premises that we approve that is either (a) a home office with adequate storage space to maintain the initial package of Designated Equipment, as well as any ongoing inventory/equipment purchases that a System franchisee must purchase in connection with the Franchised Business, and/or (b) an Authorized Property that you already have the right to occupy and us, that we approve in writing and designated in your Franchise Agreement (collectively, the “Premises”).

Your approved Premises must: (i) be located within the Designated Territory(ies) you are granted in connection with your Franchise Agreement; and (ii) have adequate and secure storage space that is between 150 to 500 square feet on-site or within a reasonable distance of the premises.

In most cases, we expect that our System franchisees may already own and/or have the right to possess the

initial approved Premises for the Franchised Business at the time the governing form of franchise agreement is executed with us. If that is the case, then your Premises will be set forth in the Data Sheet exhibit to your Franchise Agreement (the “Data Sheet”) by us prior to execution. Once the approved Premises is approved by us, we will also set forth your Designated Territory in the Data Sheet.

#### *Approved Vehicle(s)*

You must use at least one (1) vehicle that you propose and we approve in writing (the “Approved Vehicle”) to travel to/from sales meetings and installation projects that conducted at Authorized Properties within your Designated Territory(ies), as well as otherwise perform the Approved Services.

At this time, our standard franchise offering permits and expects that most new System franchisees will designate one (1) or more existing vehicles for use in connection with the Franchised Business operations, which must be: (i) in good working condition; and (ii) otherwise determined to be presentable for the client interaction and facilitating other Approved Services (each, an “Existing Vehicle”).

If you wish to acquire a new vehicle to serve as your Approved Vehicle, then we will provide you with a list of criteria, directives and/or guidelines associated with such vehicle as part of our System standards and specifications – which we provide in the Manuals or otherwise.

Regardless, you must take any steps to brand your Approved Vehicle with any full or partial vehicle wrap and/or magnetic decals/signage that we prescribe or designate in the Manual(s) that bear our then-current Proprietary Mark (collectively, the “Vehicle Branding”), which may vary based on the size, kind and model of vehicle we approve.

#### *Proprietary Marks, System and Manual(s)*

Each Franchised Business is licensed and authorized to: (i) operate under our then-current Proprietary Marks; and (ii) our then-current System of operations that is comprised of, among other things, standards, procedures/methodologies and/or specifications with regards to (a) any Approved Product or other item/service that you must acquire and utilize in connection with the establishment or ongoing operation of a Business (which we refer to as a “Required Item”), and (b) if applicable, the names of certain suppliers or providers that we designate or approve as the source of supply for any Required Item(s) (referred to as an “Approved Supplier”), both of which we may update as we determine appropriate upon prior written notice in our confidential and proprietary operations manual (the “Operations Manual”) or otherwise.

In addition to our Manual and corresponding content, our System is currently comprised of various information and components, including without limitation: (i) our proprietary and confidential operations manual and other manuals we determine to create and license in connection with the a franchised Business (collectively, the “Manuals”); (ii) information related to the standards/specifications for the promotion, ordering, inventory management, presentation and/or sales processes and/or methodologies associated with certain of the Approved Products, and (b) the inventory and supplies that you must acquire and/or maintain as part of the Required Items we expect you will use in connection with your franchised operations prior to and after launch.

#### *Form of Franchise Agreement*

You must enter into our then-current form of franchise agreement for each Franchised Business you are awarded the right to open and operate, and please note that our current form of franchise agreement attached to this Disclosure Document as Exhibit A (the “Franchise Agreement”). Each owner and, at our option, their respective spouse(s) will be required to execute the form of personal guaranty attached to any Franchise

Agreement that is executed.

### Multi-Territory Offering

If we award you the right to operate your Franchised Business in two (2) or more contiguous Designated Territories, then those rights will be memorialized in our current form of Multi-Territory Addendum set forth in Exhibit B.

Unless the parties agree otherwise in a separately signed writing, a System franchisee will be authorized to operate in all Designated Territory(ies) identified in its executed form of Multi-Territory Addendum, and please note that our current form of this addendum is attached to this Disclosure Document as Exhibit B.

### Laws and Regulations

Based on experience and research, there may be state and local jurisdictions have enacted laws, rules, regulations, and ordinances that may apply to the operation of your Franchised Business, including those that (a) establish general standards, specifications, and requirements for the construction, design, and maintenance of any third-party Premises; (b) regulate matters affecting the health, safety, and welfare of your customers, such as general health and sanitation requirements for Business(es); (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) regulate the proper use, storage, and disposal of waste, insecticides, and other hazardous materials; (f) govern labor practices for your employees; (g) federal and state menu labeling laws; and (h) regulations governing the application of the Affordable Care Act. The Americans with Disabilities Act (“ADA”) also may apply to the operation of your Franchised Business.

You will be solely responsible for researching, analyzing and ensuring compliance with any industry-specific laws, regulations, licensing and/or permitting requirements associated with owning and operating your Franchised Business in the industry. Examples of industry-specific laws, licensing and permitting may include:

1. Regulations and/or laws related to any federal, state or local grants, tax relief and/or other rebate incentives associated with the (a) acquisition of certain Designated Equipment, and/or (b) the installation and placement of such Designated Equipment and other Approved Products at a given Authorized Property within your Designated Territory (collectively, the “Potential Grant(s) and/or Rebates”);
2. The local laws, regulations and licensing requirements associated with (a) the Approved Supplier you use to install and place any Designated Equipment or other Approved Products at a given Authorized Property, or (b) if you are a licensed electrician satisfying specific criteria, you performing such installation and placement services at such an Authorized Property;
3. With regards to any Premises you lease or otherwise acquire or use to store the Designated Equipment, any laws or requirements associated with the storage of such equipment; and
4. Any laws or regulations our Approved Suppliers determine appropriate to require or impose with regards to working with you and other System franchisees to perform services under a given Services Agreement.

You should investigate whether there are regulations and requirements that may apply to the geographic area in which you are interested in locating your franchise and should consider both the effect and cost of compliance. You may employ salaried help and/or independent contractors and will be required to observe general employment laws and regulations.

**ITEM 2  
BUSINESS EXPERIENCE**

**Mr. John Biagas: President**

Mr. Biagas has served as our President since our inception, primarily performing his duties from Newport News, Virginia and Puerto Rico. Mr. Biagas also serves as President and CEO of Bay Electric Co., also located in Newport News, Virginia, since February 1997.

**Daryl Lanouette: Vice President of Operations**

Mr. Lanouette has served as our VP of Special Projects since our inception, primarily performing his duties from Newport News, Virginia. Mr. Lanouette has also served as Vice President of Bay Electric Co., also located in Newport News, Virginia, from September 1995 through the present.

**R. Dudley Harris: Vice President of Special Projects**

Mr. Harris has served as our VP of Special Projects since our inception, primarily performing his duties from Newport News, Virginia. Mr. Harris has also served as the Vice President of Special Projects for Bay Electric Co., also located in Newport News, Virginia, from July 2017 through the present.

**ITEM 3  
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4  
BANKRUPTCY**

There is no bankruptcy information that must be disclosed in this Item.

**ITEM 5  
INITIAL FEES**

Franchise Agreement

*Initial Franchise Fee*

You must pay us an initial franchise fee amounting to \$59,500 upon execution of your Franchise Agreement with us (the “Initial Franchise Fee”), which is deemed fully earned and non-refundable upon payment.

*Initial Marketing Spend (if and as applicable)*

We reserve the right to collect up to \$10,000 you are required to expend in connection with the initial local advertising, marketing and promotion of the Franchised Business, including Designated Equipment and Approved Services generally, within the Designated Territory prior to and around the time you initially launch your franchise (the “Initial Marketing Spend”).

As of the Issue Date, we have one (1) or more designated Approved Suppliers and/or organizations that we will require you to expend all or certain portions of your Initial Marketing Spend, regardless of whether or not we collect these amounts and expend them on your behalf. We expect that a portion of your Initial Marketing Spend will be expended to engage in certain sponsorship and association activities that we designate and detail fully in our confidential Manual(s) that you will have access to after executing a Franchise Agreement with us.

In light of the above, we may collect anywhere between \$0 and \$10,000 and remit such amounts to our then-current Approved Supplier for such marketing services and/or collateral, including any digital marketing services.

#### *Technology Fee(s) Incurred Prior to Launch*

You will be required to pay us or other then-current Approved Supplier our current technology fee (the “Technology Fee”) for certain technology and IT-related services associated with and/or administered by the System, which is currently \$250/month, commencing in the 1-2 calendar month(s) prior to when your Franchised Business (a) is expected to actually open and launch operations, and (b) is required to be opened under your Franchise Agreement.

As such, we expect that a typical System franchisee may be required to pay us between one (1) and two (2) months of the Technology Fee prior to the launch of your Franchised Business, currently \$250/month, for a total range of between \$250 to \$500 before you open.

#### Multi-Territory Addendum

If we award you the right to operate your Franchised Business in multiple, contiguous Designated Territories pursuant to a Multi-Territory Addendum to your Franchise Agreement (or “Addendum”), then you will be required to pay us a one-time development fee upon execution of your agreement and Addendum that will be based on the number of total Designated Territories you are granted under those two agreements (your “Multi-Territory Fee”).

As of the Issue Date, the Multi-Territory Fee is calculated as the sum of the following: (i) \$59,500 for the first (1<sup>st</sup>) Designated Territory wherein you are granted the right to promote and operate your Franchised Business; (ii) \$49,500 for the second (2<sup>nd</sup>) Designated Territory you are granted the right to develop that Franchised Business; and (iii) \$39,500 for the third (3<sup>rd</sup>) and each additional Designated Territory wherein you are granted the right to operate your Franchised business. The Multi-Territory Fee is deemed fully earned and non-refundable upon payment.

#### Other Relevant Disclosures

The amounts disclosed above are deemed fully-earned and non-refundable upon payment and, except as disclosed above, we expect and intend to impose these amounts disclosed above uniformly on our new System franchisees and, if applicable, developer(s).

**ITEM 6  
OTHER FEES**

| TYPE OF FEE   | AMOUNT   | DUE DATE   | REMARKS  |
|---|--|--|--|
| <p>Royalty Fee(s)<sup>1, 2 and 3</sup></p>                              | <p>7% of the gross receipts and/or sales generated by the Designated Equipment utilized at Authorized Properties within the Designated Territory, as well as all other revenue generated by the Franchised Business (collectively, the "Gross Sales") over the preceding reporting period (your "Royalty" or "Royalty Fee").</p> <p>Commencing in the sixth (6<sup>th</sup>) calendar month after you execute your Franchise agreement, you will be required to pay us a minimum Royalty Fee each month that will be calculated and imposed in accordance with the Table in Explanatory Note No. 3 below (your "Minimum Royalty").</p> | <p>Currently, your Royalty Fee is collected: (i) on a daily basis with respect to the gross receipts generated by any Designated Equipment that are subject to a Services Agreement with you; and (ii) on or before the date we designate each month (i.e., the 5<sup>th</sup>) with respect to (a) all other Gross Sales generated during the prior calendar month, and (b) any shortfall between the Minimum Royalty and actual Royalty Fees paid over the preceding calendar month.</p> | <p>Your Royalty Fee obligations will commence immediately once you open and commence operating your Franchised Business. We require your Royalty Fee and other recurring fee that are due to us or our affiliate via either (i) the remittance program that our Designated Provider has in place with respect to the gross receipts generated by any placed Designated Equipment, and (ii) electronic funds transfer ("EFT") in accordance with our current EFT withdrawal program with regards to all other Gross Sales.</p> <p>Please see the Notes immediately following this Chart for additional information, including the definition of "Gross Sales" for purposes of this Disclosure Document.</p> <p>If you are awarded the right to operate in multiple Designated Territories via Multi-Territory Addendum with us, then your Minimum Royalty will depend on (a) the total Designated Territories you are granted (the "Total Territories"), and (b) the time that has passed since signing your Franchise Agreement, per the Table in Explanatory Note No. 3 following this Chart.</p> |
| <p>Contribution to Brand Development Fund (or "Fund")<sup>1,4</sup></p> | <p>We have not yet established this kind of Fund, but we expect and intend to do so in the future.</p> <p>Once established, we expect that our System franchisees will initially be required to contribute to the Fund in an amount equal to 1% of the Gross Sales generated by your Franchised Business.</p>  | <p>Payable in the same manner and within the time frame as your Royalty Fee.</p>   | <p>We expect and intend to establish and administer a brand development fund (or "Fund"), as disclosed more fully in Item 11 of this Disclosure Document.</p> <p>We reserve the right to commence collecting and/or subsequently modify your Fund Contribution to an amount equal to up to 3% of the Gross Sales generated by your Franchised Business upon 60 days' prior written notice via the Manual(s) or otherwise.</p>  |

| TYPE OF FEE   | AMOUNT   | DUE DATE   | REMARKS  |
|---|--|--|--|
| Local Marketing Requirement or (“LMR”) <sup>1</sup> | In each calendar quarter of operation, you must currently make LMR expenditures amounting to a minimum of 1% of the Gross Sales generated by your Franchised Business over the preceding calendar quarter.   | As arranged with our Approved Supplier(s) and/or Other Providers   | <p>You must spend a minimum amount on the local marketing, advertising and promotion of your Franchised Business within your Designated Territory. Your LMR obligations will commence at the start of the first calendar month following the month in which your Franchised Business opens and commences operations.</p> <p>We must approve all advertising materials prior to use/publication, and we may require you to provide us with monthly reports detailing your local advertising expenditures.</p> <p>We may require that any portion of your LMR be expended on services/materials that must be acquired from one (1) or more of our Approved Suppliers.</p> <p>We may increase your LMR to an amount equal to up to 2% of the Gross Sales generated by your Franchised Business upon 60 days’ prior written notice via the Manual(s) or otherwise.</p>   |
| Technology Fee                                      | <p>Then-current fee we determinate and designate in our Manuals as consideration for certain technology-related services and/or access we determine to associate and provide as part of your System license (the “Technology Fee”)</p> <p>Currently, our Technology Fee amounts to \$250/month<br/>(subject to modification)</p> | Payable at the same time and in the same manner as Royalty Fee, or as otherwise identified in the Manuals. | <p>We have the right to establish and impose our System franchisees with an on-going Technology Fee to help cover the costs and expenses associated with developing, implementing, licensing or otherwise using and integrating the technology we determine appropriate to provide as part of the System or otherwise in connection with your Franchised Business.</p> <p>We expect to start collecting your Technology Fee in the one (1) to two (2) month period prior to the date you expect or are required to launch your Franchised Business, whichever is earlier.</p> <p>We may establish, increase or otherwise modify this Technology Fee upon 30 days’ prior written notice to you via the Manuals or otherwise.</p> <p>If you awarded the right to operate in multiple, contiguous Designated Territories pursuant to a Multi-Territory Addendum to a given Franchise Agreement, you will only be required to pay us a single Technology Fee under that Franchise Agreement.</p> |

| TYPE OF FEE                         | AMOUNT   | DUE DATE  | REMARKS  |
|-------------------------------------|--|---|--|
| Designated Equipment Service Fee(s) | <p>Current fee(s) charged by our then-current Approved Supplier for such equipment (the “Designated Equipment Service Fees”).</p> <p>Currently, our Designated Provider charges the following amounts:</p> <p>\$250/year for each electric charger, commencing once that piece of Designated Equipment has been placed and commenced active charging capabilities.</p> <p>(subject to modification)</p>  | <p>The annual fee will be invoiced and collected for a given piece of Designated Equipment before it is utilized at the site – and on the anniversary of such active placement.</p> <p>The other amounts will be collected in the same manner and time as your Royalty Fee.</p> | <p>This amount may be modified by our third-party Approved Supplier upon 60 days’ prior written notice.</p> <p>Currently, such amounts are payable and collected directly by our third-party Designated Provider for this equipment.</p> <p>As of the Issue Date, our Designated Provider for the Designated Equipment will also be responsible for collection and appropriately allocated the gross receipts generated by the Designated Equipment, namely (a) then-current Designated Equipment Service Fees to Designated Provider, (b) Royalty Fee and Fund Contribution to us, and (c) the balance of that revenue to Franchisee for distribution of any portion of those funds to the Authorized Property (Client) as negotiated and set forth in the signed Services Agreement for that property.</p>   |
| Required Software Fee(s)            | <p>Then-current fees charge by our then-current Approved Supplier(s) for any Required Software we designate.</p> <p>Currently, we expect that our Required Software includes the following licensing fees:</p> <p>Up to \$50/month for cloud-based accounting software; and</p> <p>Up to an additional \$50 per month for software designed for preparing, distributing, executing and/or storing Service Agreement(s) and other contracts related to the performance of the Approved Services.</p> <p>(subject to modification)</p> | As invoiced by the third-party Approved Supplier.   | <p>You must use the specific software we designate and require for use in connection with your Franchised Business (collectively, the “Required Software”), and we may require that any Required Software be licensed or acquired from our then-current Approved Supplier.</p> <p>The fees are subject to modification by the current Approved Supplier of such Required Software upon 30 days’ prior written notice to you via the Manual(s) or otherwise.</p> <p>Please note that if you wish to use our Approved Supplier for merchant processing services, then you will be required to pay that Approved Supplier’s then-current fees for such services.</p> <p>These fees do not include or account for any kind of merchant processing fees or services, which we understand are currently accounted for and passed through to the customer utilizing the Designated Equipment with regards to charging transactions.</p> |

| TYPE OF FEE   | AMOUNT  | DUE DATE   | REMARKS   |
|---|---|--|---|
| Ongoing Equipment and/or Inventory Purchases                | <p>Currently, we require our System franchisees to acquire Designated Equipment and certain other Required Items from third-party Approved Supplier(s).</p> <p>With that said, we reserve the right to appoint us and/or our affiliate(s) as an Approved Supplier for any Required Items in the future with respect to future purchases.</p>  | Upon or prior to shipment of such Required Items | <p>If and once we are an Approved Supplier for these Required Items, we will provide System franchisees with our current pricing list for all Required Items for which we are an Approved Supplier via the Manuals or otherwise in writing.</p> <p>Otherwise, we will provide our Approved Supplier's then-current pricing in the Manual(s) or otherwise, which we may update upon 30 days' prior written notice to you.</p>  |
| Additional Training (for existing or replacement personnel) | <p>Currently, our Training Fee(s) are:</p> <ul style="list-style-type: none"> <li>- \$2,000 per trainee that attends our typical Initial Training Program; and</li> <li>- Up to \$500/day per trainer for any other training – plus any travel, food and lodging expenses of our trainer personnel if such training is being provided on-site at your Franchised Business.</li> </ul> | In advance                                       | <p>This fee is paid in connection with additional training/instruction that we may provide on an ongoing basis in connection with the opening, overall operation and development of your Franchised Business.</p> <p>We reserve the right to charge this fee in connection with (a) re-training or replacement training with regards to the portions of the initial training that are designed for the franchise owner and/or Designated Manager, (b) any training we require you to complete to cure a default under your Franchise Agreement with us (“Remedial Training”), (c) training you request we provide (other than the kind of day-to-day assistance described below), or (d) training we provide on-site at your Franchised Business.</p> |
| Reserved Account(s) and/or Referral Fee                     | Up to 20% of the Gross Revenue the Franchised Business receives in connection with any Authorized Property that is (i) an account that is owned by another System franchisee within your Designated Territory, and/or (ii) any other Reserved Account with a location within the Designated Territory that is referred to you for service.  | As and when incurred                             | Please see Item 12 of this Disclosure Document for additional information regarding the definition of a “Reserved Account” under your Franchise Agreement(s).   |

| TYPE OF FEE   | AMOUNT  | DUE DATE                                   | REMARKS   |
|---|---|--|---|
| Grant Writing Services                                  | <p>If and when established by us or an affiliate Approved Supplier, our then-current fee to assist in writing a given grant proposal</p> <p>Currently, we expect this per-proposal fee to amount to between \$2,000 and \$2,500</p> | As and when incurred and requested         | <p>This will be an optional service, if and once developed or established.</p> <p>We do not currently provide these services, but we reserve the right to make such services available directly or via one (1) or more Approved Suppliers.</p>  |
| Renewal Fee   | <p>\$5,000<br/>(per Franchise Agreement)</p>  | Prior to us approving your renewal request | <p>Renewal is available to you only if you meet each of the requirements that we may condition our approval or your renewal request upon. Please see Item 17 for additional information.</p> <p>If you have entered into a Multi-Territory Addendum in connection with your Franchise Agreement, then you will only be charged the \$5,000 Renewal Fee under that Franchise Agreement to renew your franchise rights under both agreements.</p>   |
| <p>Transfer Fee<br/><br/>(per Designated Territory)</p> | <p>FA: \$10,000, subject to certain exceptions</p> <p>DA: \$10,000 per Designated Territory, subject to certain exceptions</p>  | Prior to or at time of approved transfer   | <p>There are other conditions that you and the proposed transferee must meet in order for us to approve any proposed transfer/assignment.</p> <p>We will not charge this Transfer Fee in the event the transfer of the franchise agreement (or area development agreement) is: (i) from you to an entity you wholly own and form for purposes of owning and operating your franchise(s), or (ii) the result of your death or disability.</p> <p>Please note that, unlike the Renewal Fee, the Transfer Fee may be charged based on the number of Designated Territories being assigned (not just the Franchise Agreement itself).</p> |

| TYPE OF FEE   | AMOUNT   | DUE DATE  | REMARKS   |
|---|--|---|---|
| Interest <sup>6</sup>   | We also reserve the right to charge interest on past due amounts that will be the greater of (a) 18% per annum, or (b) the highest commercial rate permitted by the laws of the state where your Franchised Business is located.   | Payable with royalty or reports or on demand.                             | Charges and interest begin to accrue after the due date of any Minimum Royalty or other Royalty Fee, Fund Contribution, Technology Fee and/or other payment OR report.<br><br>We can adjust these fees upon 30 days' prior written notice via the Manuals or otherwise.   |
| Quality Assurance Program Fees or Amounts                       | If we conduct such a check, via mystery shop or otherwise, we may require that you reimburse us the costs we incur in connection with that check/audit if your previous check/audit reveals a deficiency in operation.<br><br>Currently, we expect the costs to be around \$200 to \$350 per occurrence. | Payable upon demand   | Currently, we expect to engage a third-party provider to conduct quality assurance checks and/or audits with respect to the operation and customer service provided by a given Franchised Business and/or other System Business(es).  |
| Fees in Connection with Evaluating Certain Franchisee Proposals | Reimbursement or the actual costs and expenses we incur in connection with conducting our evaluation, with the reserved right to charge an evaluation fee amounting to \$500/proposal.   | Before we approve suppliers and in advance of testing or review analysis. | Payable if you want to have unapproved suppliers or products tested or reviewed for our approval (see Item 8).<br><br>As of the Issue Date, we do not expect or intend to approve any substitute supplier with respect to the Designated Equipment and related installation services that you will have the right to sell, provide and/or facilitate, respectively, to prospective and existing clientele via your Franchised Business. |
| Fees on Default and Indemnity                                   | Attorney's fees, costs, interests and audit costs.   | On demand, as incurred.   | Paid in addition to other payments due to us in connection with any such default or damages arising out of or related to the operation, management, ownership of your Franchised Business.  |

| TYPE OF FEE   | AMOUNT  | DUE DATE    | REMARKS  |
|---|---|-------------|--|
| Audit-Related Costs <sup>5</sup>                        | Reimbursement of actual costs of the audit, as well as any amounts owed due to any prior underreporting or payment by System franchisee to Franchisor.  | On billing  | Payable only if an audit shows an understatement of 2% or more of Gross Sales or records are unavailable.  |
| Management Fee(s)                                       | Our then-current fee: currently the fee is the greater of (a) 8% of the Gross Sales, and (b) \$500/day per representative, plus reimbursement of the costs incurred by our representatives in connection with providing such services (travel, lodging, meals and local transportation)                           | As invoiced | This amount will only be charged if (a) you are in material default of your Franchise Agreement and subject to termination, and (b) as a result, we determine to exercise our step-in rights to manage/operate the Franchised Business within your Designated Territory, as provided for in your Franchise Agreement. Please see Item 17 for additional information.                       |
| Post-Termination: Compliance-Related Costs and Expenses | Varies based on circumstances, but these are the costs/expenses you will need to incur to ensure you are complying with your post-term de-identification and/or any other obligations/covenants you have upon termination or expiration of your Franchise Agreement and, if applicable, Multi-Territory Addendum. | As Incurred | <p>You will be responsible to pay or reimburse us any post- termination expenses, including without limitation, any attorneys’ fees and costs to enforce your post-term obligations.</p> <p>Upon any termination or expiration of the Franchise Agreement, we will have the right to assume all Services Agreement with the provider of the Designated Equipment and service the same.</p> |

**Explanatory Notes to Item 6 Chart Above**

**Generally.** All fees and expenses described in this Item 6 are non-refundable and, unless otherwise indicated, are imposed uniformly by, and are payable to, us. All flat fees described in this Item 6 are subject to adjustment due to inflation. Unless we have noted differently, we may increase these amounts based upon changes in market conditions, our cost of providing services and future policy changes, but we have no present plans to increase any fees payable to us under the agreement(s).

1. **“Gross Sales” Definition.** For purposes of this Disclosure Document and your Franchise Agreement, the term “Gross Sales” means the (a) the gross receipts generated by any Designated Equipment that is installed at an Authorized Property, and (b) any other revenue that a System franchisee generates from operation of your Franchised Business, including, but not limited to, all revenue generated from the (a) sale and/or installation of the Approved Services within the Designated Territory(ies) you are granted,

including at or in connection with any Services Agreement with any Client or otherwise in connection with a given Authorized Property, and (b) any proceeds from any business interruption insurance related to the non-operation of your Franchised Business.

The term “Gross Sales” does not include: (i) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto; (ii) any grant money that a System franchisee or Authorized Property owner receives from the federal, state and/or any local government due to the acquisition, placement and subsequent operation of any Designated Equipment; or (iii) the value of any allowance issued or granted to any client of the Franchised Business that you credit in good faith in full or partial satisfaction of the price of the Approved Services and/or Approved Products offered in connection with the Franchised Business, provided such allowance or refund (a) accounts for the amounts covered by any manufacture or other warranty that System Franchisee is authorized to honor and/or undertake any Approved Services in connection with, and (b) is authorized in accordance with our then-current System standards and policies.

2. **Collection Interval; Reporting Obligations.** We reserve the right to change the interval at which we collect your Royalty Fee, Fund Contribution and other recurring fees payable to us or our affiliates under the Franchise Agreement upon written notice to you. For example, we may collect these recurring fees on a weekly rather than monthly basis. Regardless, we may require you to provide us with a weekly report detailing your Gross Sales, calculated Royalty Fee any calculated Fund Contribution and any other key performance indicators we reasonably designate with regards to the operations of the Franchised Business (the “Gross Sales Report”).
  
3. **Minimum Royalty Obligations and Calculation.** System franchisees that enter into a Multi-Territory Addendum in connection with a Franchised Business will be required and obligated to remit the following Minimum Royalty amounts depending on (a) the number of Total Territories granted in connection with the Franchised Business, and (b) the time that has passed since the execution of the Franchise Agreement, as follows:

|  | <b>2 Total Territories</b> | <b>3 Total Territories</b> | <b>4 Total Territories</b> | <b>5 Total Territories</b> | <b>6 or More Total Territories</b>  |
|--|----------------------------|----------------------------|----------------------------|----------------------------|---|
| <b>6 Months from Signing</b>               | \$500                      | \$500                      | \$500                      | \$500                      | \$500   |
| <b>12 Months</b>                           | \$1,000                    | \$1,000                    | \$1,000                    | \$1,000                    | \$1,000   |
| <b>18 Months</b>                           | \$1,000                    | \$1,500                    | \$1,500                    | \$1,500                    | \$1,500   |
| <b>24 Months</b>                           | \$1,000                    | \$1,500                    | \$2,000                    | \$2,000                    | \$2,000   |
| <b>30 Months</b>                           | \$1,000                    | \$1,500                    | \$2,000                    | \$2,500                    | \$2,500   |
| <b>36 Months and each Subsequent Month</b> | \$1,000                    | \$1,500                    | \$2,000                    | \$2,500                    | \$500 multiplied times the Total Territories awarded in connection with the Franchised Business |

4. **Fund Contributions.** Once we establish our brand development Fund, you will be required to contribute to that Fund in the amount we designate in writing (consistent with the limitations described in the Chart above). The Fund may be used for (among other things) any activities or efforts designed to promote, advertise, market or otherwise develop the System, Proprietary Marks, Authorized Properties, Approved Services, Designated Equipment and/or our brand generally. We will have sole discretion over all matters relating to the Fund. Please see Item 11 of this Disclosure Document for additional information regarding the Fund.

5. **Right to Inspect/Audit.** We have the right to inspect your books and other financial information associated with your Franchised Business and/or the Approved Services during the term of the Franchise Agreement. If we conduct an audit and it reveals that you have underreported your total Gross Sales by two percent (2%) or more, than we may require you to (a) pay the costs we incur in connection with conducting the audit of your Franchised Business (including any fees paid to auditors and/or attorneys), and/or (b) provide us with annual audited financial statements regarding the operation of your Franchised Business.
  
6. **Interest on Late Payments.** Interest begins to accrue on the due date of any payment that has not been timely received and/or is not paid in full. With respect to franchises awarded within the State of California (if and when we are effectively registered to offer and award franchises in that State), the highest commercial interest rate is 10% per annum.

**ITEM 7  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

| <b>TYPE OF EXPENDITURE</b>  | <b>LOW-END ESTIMATED AMOUNT</b> | <b>HIGH-END ESTIMATED AMOUNT</b> | <b>METHOD OF PAYMENT</b>       | <b>WHEN DUE</b>                               | <b>TO WHOM PAYMENT IS TO BE MADE</b>                            |
|---|---------------------------------|----------------------------------|--------------------------------|---|---|
| Initial Franchise Fee <sup>1</sup>  | \$59,500                        | \$59,500                         | Lump Sum                       | Upon signing of the Franchise Agreement       | Us  |
| Third-Party Costs/Expenses Associated with Initial Training Program <sup>2</sup>                            | \$500                           | \$10,000                         | As Arranged                    | When Attending Training                       | Third-Party Providers (e.g., Airlines, Hotels and Business(es)) |
| Approved Premises – Security Deposit and Other Pre-Launch Amounts Paid Prior to Initial Launch <sup>3</sup> | \$0<br>(existing Premises)      | \$5,000                          | As arranged<br>(if applicable) | As agreed with third-party lessor<br>(if any) | If applicable, the third-party landlord of your Premises        |
| Leasehold Improvements in Connection with Premises <sup>4</sup>   | \$1,000                         | \$3,000                          | As arranged                    | As agreed                                     | If applicable, Third-Party Contractor(s) and Related Providers  |
| Approved Vehicle – Deposit and First 3 Months of Payments (if applicable) <sup>5</sup>                      | \$0<br>(Existing Vehicle)       | \$15,000                         | As arranged                    | As agreed                                     | If applicable, Third-Party Dealer                               |
| Vehicle Wrap <sup>5</sup>   | \$2,500                         | \$7,500                          | As arranged                    | As agreed                                     | Approved Supplier(s)  |
| Computer System <sup>6</sup>  | \$2,500                         | \$5,000                          | As arranged                    | As agreed                                     | Approved Supplier(s)  |
| Other Furniture, Fixtures and Equipment (Back Office or Otherwise)  | \$1,000                         | \$1,500                          | As arranged                    | As agreed                                     | Approved Supplier(s) and/or Other Third-Party Suppliers         |
| Required Initial Package of Designated Equipment, including shipping <sup>7</sup>                           | \$12,500                        | \$175,000                        | As arranged                    | As agreed                                     | Approved Supplier   |

|   |                  |                  |             |                                  |  |
|---|------------------|------------------|-------------|----------------------------------|--|
| Initial Marketing Spend <sup>8</sup>  | \$10,000         | \$10,000         | As Arranged | As Invoiced<br>(prior to launch) | Approved Supplier(s)<br>and/or Other Third-<br>Party Providers<br>(which may include us if<br>determine to collect)  |
| Technology Fee (up to 2<br>months prior to launch and<br>post-launch) <sup>9</sup>  | \$250            | \$500            | As invoiced | EFT                              | Us or our Approved<br>Supplier   |
| Insurance Premiums and/or<br>Deposits (Pre-Launch) <sup>10</sup>  | \$800            | \$3,000          | As arranged | As agreed                        | Third-Party Provider   |
| Business Permits and/or<br>Licenses (for Franchised<br>Business Operations only)  | \$1,000          | \$2,500          | As arranged | As agreed                        | Government and/or Other<br>Authorized Agencies   |
| Additional Funds – Initial 6<br>Months of Operation Post-<br>Launch of Operations <sup>11(b)</sup>  | \$10,000         | \$50,000         | As Incurred | As Incurred                      | Business personnel;<br>Approved Supplier for<br>Designated Equipment<br>and other Required Items;<br>landlord for third-party<br>Premises (if applicable);<br>providers in connection<br>with Authorized Site(s)<br>developed; third-party<br>consultants; other third<br>parties and us |
| THE POST-LAUNCH INVESTMENT DETAILED BELOW IS DESIGNED TO COVER THE POTENTIAL COSTS ASSOCIATED WITH PLACING THE DESIGNATED EQUIPMENT AT AN AUTHORIZED LOCATION WITHOUT ACCOUNTING ANY KIND OF AGREEMENT WITH THE AUTHORIZED PROPERTY OWNER TO CONTRIBUTE TO (A) THE PRICE OF THE DESIGNATED EQUIPMENT, AND/OR (B) THE COSTS ASSOCIATED WITH INSTALLING THAT DESIGNATED EQUIPMENT AT THE AUTHORIZED PREMISES. |                  |                  |             |                                  |  |
| Costs Associated with<br>Installation of Designated<br>Equipment at Initial<br>Authorized Location <sup>11(a)</sup>   | \$1,500          | \$275,000        | As Arranged | As Agreed                        | Approved Supplier(s)   |
| <b>TOTAL ESTIMATED<br/>INITIAL INVESTMENT<sup>12</sup></b>  | <b>\$103,050</b> | <b>\$622,500</b> |             |                                  |  |

**Explanatory Notes to Chart 7(A) Above:**

- 1. Initial Franchise Fee.** This franchise fee is due immediately upon execution of your Franchise Agreement and is deemed fully earned and non-refundable upon payment, as set forth more fully in Item 5.
- 2. Training-Related Expenses.** You are responsible to pay all travel, living, and other associated training

expenses for yourself and your employees during training, directly to the supplier (hotels, airlines, Business(es), local transportation, etc.). You are also responsible to pay all travel, living, and other associated training expenses for our representative(s) during training if we travel to your location.

3. **Lease – Security Deposit and Other Pre-Launch Costs (if applicable).** This range is to cover the security deposit and any other pre-launch amounts you will expend in connection with any third-party storage space you utilize to store and maintain the inventory of Designated Equipment, inventory and/or other supplies necessary to operate your Franchised Business. Our standard franchise offering expects and assumes that you will primarily operate from a home office or other existing space that we approve as your initial Premises. If you wish to lease a third-party premises from which to operate on a day-to-day basis, then this would deviate from our standard franchise offering and your investment in this category may be higher than as set forth in the Chart above.
4. **Leasehold Improvements (if applicable).** Costs of commercial property or leases (as discussed in the prior Explanatory Note) and corresponding leasehold improvements vary widely based on location, terms of the lease, the total area of your space as well as construction and material costs. Your landlord may provide you with a tenant improvement allowance as part of your lease. You should review these costs with a local contractor, commercial real estate agent and other professionals. We do not expect there to be much leasehold improvement necessary at your Premises, whether a home office and/or third-party storage space to store/maintain your Designated Equipment.
5. **Approved Vehicle; Vehicle Branding.** You must utilize an electric or hybrid car (not truck) in connection for use in connection with the Franchised Business, which has been properly branded with our Proprietary Marks and appropriate form of Vehicle Branding we designate or approve.
  - a. *Approved Vehicle.* The low end of this estimate assumes and accounts for you utilizing an Existing Vehicle that we approve in connection with sales meetings and otherwise in connection with your Franchised Business. The high end of this estimated range covers the costs you will incur in connection with leasing such a new electric or hybrid vehicle to serve as your Approved Vehicle for use in connection with the Franchised Business, namely (a) the initial deposit, and (b) any lease payments you incur prior to launching your franchised operations (up to between 1 to 2 months). Should you determine to purchase a brand new electric vehicle outright (rather than using an Existing Vehicle), this would deviate and be outside our standard franchise offering and you will may incur additional costs prior to and during your initial first six (6) months of operation.
  - b. *Vehicle Branding (Optional).* The low end of this estimate assumes and will apply if you determine not to acquire any partial wrap or other decals that (a) bear our Proprietary Mark(s), and (b) we recommend or designate in the Manuals as meeting our then-current System branding standards and specifications (collectively, the “Vehicle Branding”). The high end of this estimate assumes and accounts for the costs associated with acquiring and affixing a full vehicle wrap on your Approved Vehicle (whether an Existing Vehicle or new). In the event you are acquiring a new Approved Vehicle via lease or otherwise, then this estimate accounts for the costs associated with your Vehicle Branding if it is placed on your Approved Vehicle before it is delivered to you for use in any manner.
6. **Computer System and Certain Other Electronic Equipment.** This range is designed to cover the expected amounts that a new System franchisee will incur in connection with acquiring the hardware associated with our current System-prescribed point-of-sale, tablet(s) and other back-office laptop and other hardware to meet our then-current System standards and specifications (collectively, the “Computer System”), and (b) certain additional electronics we authorize or require for use in connection

with the Franchised Business operations, which will depend and/or vary based on the size and layout of your Premises.

7. **Required Initial Package of Designated Equipment (Pre-Launch).** This estimated range is designed to cover the investment necessary to acquire an initial stock of Designated Equipment, which accounts for: (i) on the low end of the investment range, a total of five (5) Level 2 Chargers provided by our Designated Provider of the Designated Equipment; and (ii) on the high end of the investment range, a total of 10 Level 2 Chargers, along with one (1) Level 3 Charger (non-BABA). The estimated range does not necessarily account for any pedestal(s) that a particular Client may request or need to efficiently place Level 2 Chargers at a given Authorized Property.

By way of further note, be advised that there may be ways to finance the initial package of Designated Equipment you are required to purchase prior to your initial launch, either via the Designated Provider for the same or a third-party bank or financing company. The estimated range in the Chart above does not, however, account for any such financing. Instead, this range is the price to purchase such Designated Equipment outright, along with applicable shipping and handling to your approved Premises.

8. **Initial Marketing Spend.** Marketing is essential to the successful operation of your Franchised Business. This range provides an estimate of the costs associated with the Initial Marketing Spend that you will be required to expend prior to and around the time you expect to open your Franchised Business, including any “soft” or grand opening activities, as we designate or otherwise approve in writing as detailed more fully in Item 11 of this Disclosure Document. As noted elsewhere in this Disclosure Document, we may require that any portion of the Initial Marketing Spend be expended on marketing, advertising, promotional items and/or services, including digital marketing, that are acquired from and provided by one (1) or more of our Approved Suppliers.

As of the Issue Date, our Manual(s) detail and require certain initial investments be made by our new System franchisees in connection with a particular association and/or sponsoring certain corresponding events conducted by that third-party association. We expect these expenditures will comprise a significant portion of the minimum Initial Marketing Spend detailed throughout this Disclosure Document.

9. **Technology Fee.** We reserve the right to commence collecting our Technology Fee up to two (2) months before you (a) contemplate opening, or (b) are required to launch and commence actively operating your Franchised Business. As of the Issue Date, our technology provided as part of our Technology Fee include (a) user access to certain customer record management software and any System-accessible site we establish to host our then-current Manuals, marketing and/or other System materials, (b) interior page hosting on our brand page, and (c) branded emails and related hosting (for the owner/operator of the Franchised Business).
10. **Insurance Premiums (Pre-Launch).** This estimate is designed to cover the estimated costs you might determine to expend on acquiring the minimum insurance coverage(s) you must have in place in order to open and operate your Franchised Business prior to opening, including any pre-paid insurance coverage payments (which are accounted for on the high end of this range).

#### 11. **Additional Funds – 6 Months After the Launch of the Franchised Business.**

- a. **Costs Associated with Placing Designated Equipment at First Authorized Location.** This estimated range is designed to cover the costs associated with placing and installing certain Designated Equipment at an initial Authorized Property – as you negotiate and facilitate the placement of with the owner of that Authorized Property – and accounts for the following as part

of our standard franchise offering:

- (i) on the low end of the investment, the installation of a single Level 2 Charger at an Authorized Property as a replacement for an existing electric charger that is located at that property – and removing such existing equipment prior to installation before replacing the same with this piece of Designated Equipment; and
- (ii) on the high end of the investment, the installation of up to 10 Level 2 Chargers, as well as one (1) Level 3 Charger, at an Authorized Property that may require some level of substantive construction or electrical work by a third-party/authorized electrician – as well as the reasonable costs associated with certain permits and licenses that may incurred – in connection with this kind of higher-level/end project under a Services Agreement.

Please note that the high end of the range above does not assume or expect that the Authorized Property owner (or Client) will cover or reimburse you in connection with this project, nor does it account for any potential grant and/or other reimbursement funds from any government authority. Such funds or reimbursement may be available to you, as you determine appropriate to seek, negotiate and/or otherwise secure the same.

- b. *Other Additional Funds – 6 Months.* These are amounts you might determine or be required to expend in connection with the Franchised Business on (a) any third-party storage space rent, (b) any personnel of the Franchised Business other than you, (c) any additional Approved Vehicle payments under your lease for the same, (d) marketing and/or advertising (within Designated Territory, and/or (e) other third-party expenses or other amounts, to the extent those amounts are expended before first placement of Designated Equipment at an Authorized Location within your Designated Territory. This range does not account for any amounts that are payable to you or your owners, nor does it account for any debt service fees or costs.

**12. Total Estimated Initial Investment.** These figures are estimates for the development and initial launch of a Franchised Business in a single Designated Territory, and we cannot guarantee that you will not have additional expenses starting your franchise business. Your costs will depend on factors such as: how well you follow our method and procedures; your management skill; experience and business acumen; local economic conditions; the local market for our services; the prevailing wage rate; competition; and the sales level reached during the initial period. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not directly offer direct or indirect financing for any item. We relied on the experience of our principals to compile these estimates. This range does not account for or include any (a) amounts payable in connection with debt services, or (b) any salary, draw or other compensation for the owner(s) or officers of the Franchisee (or franchise).

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

You must operate all aspects of your Franchised Business in strict conformance with the methods, standards and specifications of our System. Our methods, standards, and specifications will be communicated to you in writing through our confidential Manuals and other proprietary guidelines and writings that we prepare for your use in connection with the Franchised Business and System. We may change our System standards and specifications from time to time, as we deem appropriate or necessary in our sole discretion, and you will be solely responsible for costs associated with complying with any modifications to the System.

### Approved Products and Services

You may and must only market, offer, sell and/or provide the Approved Products and Approved Services that we authorize, from or through your Franchised Business in a manner that meets our System standards and specifications. We will provide you with a list of our then-current Approved Products, along with their corresponding standards and specifications for storage, presentation and/or marketing, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time. If you wish to offer any product or service in your Franchised Business other than our Approved Products or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item.

Our franchisees, as well as the manufacturer/installers of the Designated Equipment, will in some cases provide a warranty or guarantee in connection with the provision of the Approved Services and such equipment to the clientele of the Franchised Business.

### Approved Suppliers

We have the right to require you to purchase any items or services necessary to operate your Franchised Business from a supplier that we approve or designate – which we refer to as an “Approved Supplier” and may include us or our Affiliate(s).

We will provide you with a list of our then-current Approved Suppliers in writing as part of the Manuals or otherwise in writing, and we may update or modify this list as we deem appropriate.

Neither we nor any of our affiliates are currently the Approved Supplier for any Required Items you must acquire or use in connection with your Franchised Business, except for: (i) any technology services we determine to provide as part any Technology Fee we determine to collect or impose directly; and (ii) any ongoing Additional and/or Refresher Training we provide once you have opened your Franchised Business and for which we may charge our then-current Training Fee.

We also have third-party Approved Suppliers for the following items you must purchase in connection with your franchised Business as of the Issue Date of this Disclosure Document: (i) the Designated Equipment and all related installation, warranty and/or maintenance services for such equipment, along with related parts, supplies and/or other inventory; (ii) any Vehicle Branding and/or any other signage we designate in the Manual(s) for display in connection with the Designated Equipment installed at a given Authorized Property; (iii) the Required Software, as well as certain components associated with our System’s then-current computer system that must be utilized in connection with the Franchised Business; (iv) certain initial and ongoing marketing, advertising and promotional services and/or collateral, including uniforms and any other apparel/merchandise bearing our Proprietary Marks; and (v) credit card and merchant processing services (currently, our Approved Supplier for the Designated Equipment).

Please also note that one (1) of our officers disclosed in Item 2 of this Disclosure Document is also an officer and owner of one (1) of our Approved Suppliers we currently designate for the installation services associated with the Designated Equipment.

We reserve the right to engage in any of the activities above, on behalf of us, our affiliates and our officers, in the future.

### Warranty Program

From an installation standpoint, our Approved Supplier(s) typically afford a one (1) year warranty on their installation of any electric charges and corresponding Designated Equipment.

Any other Designated Equipment and other special parts associated with installation will be covered by the manufacturer's warranty and handled by our then-current Approved Supplier, which will be detailed more fully in our current Manual, our Initial Training Program (see Item 11) or otherwise in writing once you enter into your Franchise Agreement with us.

#### Minimum Purchasing Requirement(s)

Prior to launching your Franchised Business, you must acquire your Initial Equipment Package that – at a minimum – will consist of five (5) Level 2 Chargers manufactured and supplied by our current Approved Supplier.

Subsequently, you will be required to maintain a minimum stock of five (5) Level 2 Chargers at your Premises, as well as any ancillary parts associated with such chargers, throughout the term of your Franchise Agreement.

Your failure to timely acquire and/or maintain such Designated Equipment at your Premises will constitute a material default and will be grounds for termination if not cured within 30 days of the date we provide you with notice of said default.

#### Method of Approving Suppliers or Non-Approved Products

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Franchised Business that are not Approved Products or Approved Services (as applicable); or (ii) purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

At the outset, please note that our current Designated Providers for the Designated Equipment and installation of the same have national reach and, as such, we do not expect or intend to approve any proposed alternate product or supplier in connection with these items.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using or offering the non-approved product or service in connection with your Franchised Business; or (ii) purchasing from a non-approved supplier. You must pay our then-current supplier or non-approved product evaluation fee when submitting your request. If you make such a proposal, we reserve the right to charge you the greater of (a) the costs/expenses we incur in evaluating/testing your proposal, and (b) \$500 per proposal. We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 90 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. If you do not receive a notification from us within that 90-day period, the supplier is deemed disapproved. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (but are not required to) make it available to you upon request. Any alternate supplier that we approve of must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If we approve

any supplier, we will not guarantee the performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Proprietary Marks. The revocation of a previously-approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Please note that we do not expect or intend to approve any alternative source of supply for the Designated Equipment and/or any of the Required Items associated with the installation and maintenance of the same as of the Issue Date, but such proposals will be subject to the process above should any System franchisee elect to submit the same.

### Right to Derive Revenue

We and our affiliates may derive revenue from the sale of products, supplies, services and equipment to you by us, our affiliates and our other Approved Suppliers.

As we are a relatively new franchise offering as of the Issue Date, however, neither we nor our affiliates derived any revenue from System franchisees' required purchases in our respective past fiscal year(s) ending December 31, 2024.

### Required Purchase(s); Percent of Revenue.

The products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your "Required Purchases." We estimate that your Required Purchases will account for approximately 60% to 85% of your total costs incurred in establishing your Franchised Business, and approximately 35% to 55% of your ongoing costs to operate the Franchised Business after the initial start-up phase. Please be advised that these ranges for "Required Purchases" includes the lease for your approved Premises given that it must meet our then-current site selection criteria and specifications.

### Purchasing or Distribution Cooperatives; Right to Receive Rebates/Consideration

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the System Business(es) in our System. If we do establish those types of alliances or programs, we may: (i) limit the number of approved suppliers with whom you may deal; (ii) designate sources that you must use for some or all products, equipment and services; and (iii) refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We and/or our Affiliates may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees.

As noted above in this Item, neither we nor our affiliate(s) derived any rebates/consideration from any third-party suppliers or providers – or any other revenue – over our respective past fiscal year(s) ending December 31, 2024.

We do not currently have any purchasing or distributing cooperatives in writing as of the Issue Date, but we reserve the right to create such cooperatives in the future. We reserve the right to derive such rebate revenue and/or form such cooperative(s) in the future.

#### Insurance (Minimum Requirements)

You must acquire and maintain, at your expense and by advance payment(s), during the entire term of the franchise, as detailed and set forth in our then-current Manuals or otherwise in writing to the System franchisees.

These policies will insure both you and us and our officers and directors and nominees as additional insureds against any liability which may accrue by reason of your ownership, management and/or operation of each Franchised Business within its Designated Territory. These policies must stipulate that we will receive a 30-day written notice of cancellation, modification or termination. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us must be furnished to us together with proof of payment within 30 days of issuance. These insurance coverage requirements are only minimums. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate.

If you fail to obtain insurance and keep the same in full force and effect, we may obtain this insurance at our discretion and you will pay us the premium costs upon our demand. Failure to obtain and maintain the required insurance constitutes a material breach of the franchise agreement entitling us to terminate the agreement. You must also procure and pay for all other insurance required by state or federal law. We may periodically increase the amounts of coverage required and/or require different or additional coverage. We do not derive revenue as a result of your purchase of insurance.

#### Computer System

You are required to purchase and maintain in good working order a laptop or desktop computer that is capable of (a) accessing the Internet via Wi-Fi and/or cellular service, and (b) running all Required Software, including all programs necessary for back-office functions. If you accept credit cards as a method of payment collectible by your Franchised Business, then you must comply with payment card infrastructure (“PCI”) industry and government requirements. PCI security standards are technical and operational requirements designed to protect cardholder data. The standards apply to all organizations that Franchised Business, process or transmit cardholder data and cover technical and operational payment system components involving cardholder data. Notwithstanding any processing requirement(s) we impose in the Manual(s), we do not represent, nor certify to you or your customers that the credit card processing service approved or provided by us or an affiliate is compliant, whether or not certified as compliant, with the PCI Data Security Standards.

#### Premises

As previously noted, we expect that you establish and initially launch operations of your Franchised Business from a home office or other existing premises you control (and we approve). Otherwise, you must secure any third-party Premises that we approve in accordance with our then-current site selection criteria, to the extent such criteria are reduced to writing and provided to you as part of the Manual(s) or otherwise.

## ITEM 9 FRANCHISEE’S OBLIGATIONS

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

|    | <b>Obligation</b>                                       | <b>Section in Franchise Agreement</b> | <b>Section in Multi-Territory Addendum</b>           | <b>Disclosure Document Item</b> |
|----|---|---------------------------------------|--|---------------------------------|
| a. | Site selection and acquisition/lease                    | Sections 2, 5 and 6                   | Section 1 and Exhibit A                              | Item 11                         |
| b. | Pre-opening purchases/leases                            | Sections 5 and 6                      | Nothing Additional (see Franchise Agreements signed) | Item 8                          |
| c. | Site development and other pre-opening requirements     | Sections 2, 5 and 6                   | Sections 1, 5 and Exhibit A                          | Items 7 and 11                  |
| d. | Initial and ongoing training                            | Sections 5 and 6                      | Nothing Additional (see Franchise Agreements signed) | Item 11                         |
| e. | Opening   | Sections 5 and 6                      | Nothing Additional (see Franchise Agreements signed) | Item 11                         |
| f. | Fees  | Sections 3, 4, 9 and 13(E)            | Section 2  | Items 5 and 6                   |
| g. | Compliance with standards and policies/operating manual | Sections 5 and 6                      | Nothing Additional (see Franchise Agreements signed) | Items 8 and 11                  |
| h. | Trademarks and proprietary information                  | Section 7                             | Nothing Additional (see Franchise Agreements signed) | Items 13 and 14                 |
| i. | Restrictions on products/services offered               | Sections 5 and 6                      | Nothing Additional (see Franchise Agreements signed) | Item 8                          |
| j. | Warranty and customer service requirements              | Section 6                             | Nothing Additional (see Franchise Agreements signed) | Item 11                         |
| k. | Territorial development and sales quotas                | Not Applicable                        | Not Applicable                                       | Item 12                         |
| l. | Ongoing product/service purchases                       | Sections 5 and 6                      | Nothing Additional (see Franchise Agreements signed) | Item 8                          |
| m. | Maintenance, appearance and remodeling requirements     | Section 6                             | Nothing Additional (see Franchise Agreements signed) | Item 11                         |

|    | <b>Obligation</b>                             | <b>Section in Franchise Agreement</b> | <b>Section in Multi-Territory Addendum</b>                          | <b>Disclosure Document Item</b> |
|----|---|---------------------------------------|---|---------------------------------|
| n. | Insurance                                     | Sections 6 and 11                     | Nothing Additional (see Franchise Agreements signed)                | Item 8                          |
| o. | Advertising                                   | Sections 4, 5, 6 and 9                | Nothing Additional (see Franchise Agreements signed)                | Items 6 and 11                  |
| p. | Indemnification                               | Section 11                            | Nothing Additional (see Franchise Agreements signed)                | Item 6                          |
| q. | Owner's participation/<br>management/staffing | Section 6                             | Nothing Additional (see Franchise Agreements signed)                | Items 11 and 15                 |
| r. | Records and reports                           | Sections 4, 6 and 10                  | Nothing Additional (see Franchise Agreements signed)                | Item 6                          |
| s. | Inspections and audits                        | Section 5 and 10                      | Nothing Additional (see Franchise Agreements signed)                | Items 6 and 11                  |
| t. | Transfer                                      | Section 13                            | Section 8   | Item 17                         |
| u. | Renewal                                       | Section 3                             | Nothing Additional (see Franchise Agreements signed)                | Item 17                         |
| v. | Post-termination obligations                  | Sections 14(B) and 16                 | Section 9   | Item 17                         |
| w. | Non-competition covenants                     | Section 14                            | Section 9 (in addition to covenants in Franchise Agreements signed) | Items 14, 15 and 17             |
| x. | Dispute resolution                            | Sections 19 and 21                    | Sections 11 through 19  | Item 17                         |

## **ITEM 10 FINANCING**

As of the Issue Date, we do not offer direct or indirect financing, and we do not guarantee your notes, leases or other obligations.

**ITEM 11**  
**FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS,**  
**AND TRAINING**

A. Pre-Opening Assistance

**Except as disclosed below, we need not provide any assistance to you.**

1. If you have entered into a Multi-Territory Addendum, we will discuss, agree upon and designate each of your Designated Territories wherein you will have the right to operate your Franchised Business in the Multi-Territory before we execute the same. (Multi-Territory Addendum, Section 1 and Data Sheet);

2. We will provide you with access to our then-current site selection criteria, recommendations and/or guidelines for use when searching for and securing an approved Premises as detailed more fully below in this Item, to the extent the same are reduced to writing. We will also review, and subsequently approve/reject, any location that you propose as the Premises in connection with your Franchised Business. (Franchise Agreement, Sections 2(B) and 5(F));

3. At the time you enter into a Franchise Agreement with us, we will define your Designated Territory for that Franchised Business and include its boundaries in a Data Sheet attached as Exhibit A to your Franchise Agreement. (Franchise Agreement, Section 2(D));

4. We will provide you and your management with our initial training program as detailed more fully in this Item under the next heading (the “Initial Training Program” or “ITP”). (Franchise Agreement, Section 5);

5. We will provide you with a list of all (a) Required Items, (b) Approved Products and Approved Services, and (c) our then-current Approved Suppliers (to the extent we have designated the same), either as part of the Manuals or otherwise in writing. (Franchise Agreement, Section 5(E));

6. We will assist in (a) your procurement of the initial package of Designated Equipment you are required to purchase prior to or around the time you launch your Franchised Business, and (b) introducing you to our primary Approved Suppliers and setting you up to receive any third-party training they and we determine these third-party suppliers will provide to System franchisees (and such franchisees must attend prior to launching the Franchised Business). (Franchise Agreement, Section 5); and

7. Provide you with a copy of then-current Manual(s). (Franchise Agreement, Section 8).

B. Initial Training Program (Franchise Agreement, Sections 5(A) and 6(N))

1. Our Initial Training Program commences with certain “Classroom Training” that we provide via live, online videoconferencing, webinars and/or other channels designed for remote participation and completion (the “Remote Training”).

2. We currently expect that each Remote Training session will be provided on a weekly basis, subject to your and our trainer’s schedules and availability, over the 60 to 90 day period following the execution of your Franchise Agreement. We will attempt to accommodate requests for accelerated training (upon advance written request), but we currently expect to provide this Remote Training on a weekly basis.

3. You may not enter into any Services Agreement or otherwise provide the Approved Services in your Designated Territory until you (or your Designated Manager) has completed all Remote Training and, if applicable, any corresponding online testing or evaluations.

4. We, either directly or via our online learning system management (“LMS”) system, will provide you with written confirmation when a given participant in the Remote Training is deemed to have fully and successfully completed this portion of our Initial Training Program.

5. Upon receipt of such notice, you and Franchisor will mutually agree upon on a date when you (and possibly other new System franchisees) will meet to conduct a review of the Remote Training and otherwise acquire certain “hands on” training from us and/or one (1) or more of our Approved Suppliers (the “Corporate Visit”). We expect that a typical Corporate Visit will be for one (1) day and night, with franchisee (and its other trainees) leaving the following day.

6. Unless we agree otherwise in a separate writing at your request, our System franchisees must attend and complete the Corporate Visit prior to entering into any Service Agreement or otherwise engaging with any prospective or existing Client via the Franchised Business. You will be required to complete all components of our Initial Training Program, including the Remote Training and Corporate Visit, no later than 90 days from the date you execute your Franchise Agreement. Failure to do so will constitute grounds for us to: (i) default you under your agreement; and (ii) terminate that agreement if you do not cure the default by completing the Initial Training Program within 30 days of the date you receive such notice.

7. We do not currently require our System franchisees to engage or complete any type of on-site training, evaluation or assistance that would take place at your Premises – in part because our franchise offering expects and assumes you will be operating from a home office or other existing premises. With that said, Franchisor reserves the right to schedule and conduct a visit with new System franchisees at or around the time of their initial launch for period of one (1) day, at Franchisor’s expense, to provide ongoing support and evaluation if and as it determines appropriate (a “Discretionary On-Site Visit”).

8. Prior to the Corporate Visit and as part of the conditions that a new System franchisee must satisfy to complete our Initial Training Program, you must ensure that you have: (i) complied with your obligations with respect to your Initial Marketing Spend, as directed and/or approved by Franchisor in the Manual; (ii) established and provided us with access to your EFT Account consistent with your Franchise Agreement, including providing Franchisor and/or its designee with a signed and completed copy of the authorization form attached to your Franchise Agreement as an Exhibit and any other required documentation; (iii) obtained all required insurance coverages as set forth in this Agreement and our Manual (or as we otherwise agree to in writing at your request); and (iv) provided us with completed and signed copies of all agreements and contracts that are attached as Exhibits to your Franchise Agreement, to the extent such documents have not been signed or need to be updated or completed at that time (collectively, the “Training Pre-Conditions”).

9. If you have a Designated Manager, that individual must participate in and complete all components of the initial training program that we designate prior to opening and/or undertaking any management responsibility in connection with your Franchised Business.

10. You will be responsible for all costs and expenses you (and your Franchised Business personnel) incur in connection with completing all components of the Initial Training Program, including any personnel wages or compensation and all travel-related costs.

11. Instructional materials, including components of the Manuals, remote training modules/content (online), job aids and checklists will be provided to you and used as necessary as you proceed through the Initial Training Program. The initial training program is subject to change without notice to reflect updates in the materials, methods and Manuals, as well as changes in personnel. The subjects taught and the time periods allocated for each subject may vary based on the experience of the people being trained.

12. As of the Issue Date, our Initial Training Program will typically be supervised by our President, John Biagas, whom has (a) been with us and our brand since our inception, and (b) has over 15 years of experience in the electronic charger equipment and installation/maintenance industry via his involvement with the affiliate operations and his ownership interest in of one (1) of the Approved Suppliers we have designated for the installation/maintenance of the Designated Equipment you will be promoting, offering and selling for installation at Authorized Properties within your Designated Territory.

13. We reserve the right to appoint and substitute other individuals to assist in providing training, but all of our training personnel will typically have at least one (1) year in the subject matters that they teach. We will provide you with access with a copy of our proprietary instructional materials (via our online franchise system portal or site) prior to or upon your attendance at our Initial Training Program, which may include our Manuals and certain other instructional materials that we develop.

14. Below please find a Chart providing a breakdown and estimated hours of instruction associated with the Remote Training component of our Initial Training Program prior to conducting their Corporate Visit at our headquarters or other designated training location:

**INITIAL TRAINING PROGRAM  
(REMOTE COMPONENT)**

| Subject   | Hours of Classroom Training | Hours of On-The- Job Training | Location |
|---|-----------------------------|-------------------------------|----------|
| <b>Initial Training Module</b>                  |                             |                               |          |
| Handoff Call with FCC consultant to 4EverCharge | 0.5                         | 0                             | Remote   |
| Introduction to Franchisee                      | 0.5                         | 0                             | Remote   |
| Introduction to 4 EverCharge                    | 0.5                         | 0                             | Remote   |
| Introduction to Bay Electric                    | 0.5                         | 0                             | Remote   |
| Delight Tree Overview                           | 0.5                         | 0                             | Remote   |
| Site Selection                                  | 2 to 3                      | 0                             | Remote   |
| How to Submit your site for review              | 0.5                         | 0                             | Remote   |

|  |                     |   |        |
|--|---------------------|---|--------|
| <b>TOTAL</b>   | <b>4 to 5 HOURS</b> |   |        |
| <b>Second Training Module</b>                        |                     |   |        |
| Designated Equipment Introduction and Training       | 1                   | 0 | Remote |
| Electrical Requirements                              | .5                  | 0 | Remote |
| Utility Coordination                                 | .5                  | 0 | Remote |
| Incentives/Grants/Tax Credits                        | 1                   | 0 | Remote |
| Electrical Installation Training                     | .5                  | 0 | Remote |
| Learn How to write a Scope of Work                   | .5                  | 0 | Remote |
| Negotiate Contracts                                  | .5                  | 0 | Remote |
| <b>TOTAL</b>   | <b>4.5 HOURS</b>    |   |        |
| <b>Third Training Module</b>                         |                     |   |        |
| How to read your Site surveys                        | 1                   | 0 | Remote |
| Gathering More Information                           | 1                   | 0 | Remote |
| Sales and Marketing Workshop                         | 2                   | 0 | Remote |
| B2B Sales Strategies                                 | 1                   | 0 | Remote |
| <b>TOTAL</b>   | <b>5 HOURS</b>      |   |        |
| <b>Final Remote Training Module</b>                  |                     |   |        |
| Introduction to EverCharge Glance Software Technical | 1                   |   | Remote |
| EverCharge (Smart Power) Technical                   | 2                   |   | Remote |
| Cash Flow, Budgeting                                 | 1                   |   | Remote |
| <b>TOTAL</b>   | <b>5 HOURS</b>      |   |        |

Upon completion of the above Remote Training, which we currently expect and intend to provide over a period of four (4) to six (6) weeks via pre-scheduled weekly video conferences, webinars and/or evaluations, we will provide you with written confirmation and communicate with you to schedule you (and, if you wish, your team's) Corporate Visit

As of the Issue Date, we expect and estimate that such Visit will consist of one (1) day of instruction lasting between five (5) and eight (8) hours, depending on the schedules of our trainer personnel and/or any Approved Supplier training we determine to schedule during that Visit. Aside from such instruction, we expect that your Corporate Visit will also afford us some additional time to get to know each other and

engage in team-building activities, including certain meals.

Once the Corporate Visit has been conducted, we will then determine whether and when it might be appropriate to schedule any Discretionary On-Site Visit.

Subsequent to the Initial Training and once you have launched operations of your Franchised Business in one (1) or more Designated Territories, we may require our System franchisees to attend up to five (5) days of addition or refresher training/instruction per calendar year – which may take place at our headquarters, one (1) of our designated training sites or prepared and circulated for completion remotely) – if and as detailed more fully in this Item and our then-current Manual(s). You will be responsible for the costs associated with attending any such “Additional Training” – but we do not currently expect to charge any kind of training or tuition fee in connection with any Additional/refresher training we require you to attend and/or complete.

**C. Operations Manual** (Franchise Agreement, Section 8)

We will loan you one copy of our confidential and proprietary Manuals. You must operate your Franchised Business in accordance with the Manuals and all applicable laws and regulations. You must keep the Manuals confidential and current, and you may not copy any part of the Manuals. You are required to keep a copy of the Manuals at your Premises, and if there is a dispute relating to the contents of the Manuals, then the master copy (which we maintain at our corporate headquarters) will control. Most of the Operations Manual content is available and provided electronically, rather than in paper format. The Operations Manuals currently contain a total of around 55+ pages as well as certain appendices that we continue to update, supplement and refine. Our Table of Contents as of the Issue Date is set forth in Exhibit F to this Disclosure Document.

We reserve the right to disclose updates to the Manuals in writing in any manner, including electronic means such as e-mail, our website and any intranet or extranet that we establish in connection with the System. We may periodically amend, update or replace the contents of the Manuals. Revisions to the Manuals will be based on what we, in our sole discretion, deem is in the best interests of the System, including promoting quality, enhancing goodwill, increasing efficiency, decreasing administrative burdens, or improving our and our franchisees’ profitability. (Franchise Agreement, Section 8).

**D. Site Selection** (Franchise Agreement, Sections 6(A) and 6(B))

Our standard franchise offering expects that most new System franchisees will operate from a home office and/or other existing Premises that we approve.

To the extent our System franchisees wish to lease and operate from a third-party premises, then you will be responsible for all costs, expenses and liabilities associated with locating, evaluating, proposing and – if we approve – securing said premises. We do not expect that there will be a need for a substantial buildout or leasehold improvements in connection with your Premises in order to perform your day-to-day obligations under the Franchise Agreement. With that said, you will also be responsible for any such buildout, construction and/or equipping of your Premises – to the extent you determine to undertake the same.

If and to the extent we establish and impose certain site selection criteria or guidelines, then we will provide you with (a) such criteria and standards that are reduced to writing via the Manuals or otherwise, and (b) any other site selection assistance we determine is appropriate. Unless you determine to relocate and lease a third-party Premises that has a showroom designed to actually display the equipment and otherwise conduct sales and/or other Client meetings, we do not expect to impose many site selection criteria at this time.

We do not expect or intend to own the Premises utilized by any of our System franchisees as the site of their respective Franchised Business and/or lease (or sublease) such Premises to you, but we reserve the right to do so.

With that said, in deciding whether to approve a site that is a third-party Premises, we may also consider, among other things: (i) demographic characteristics, traffic patterns, allowed design and building, parking, visibility, allowed signage, and the predominant character of the neighborhood surrounding the proposed site; (ii) proximity to any Franchisee-Controlled Location where System franchisee will have Designated Equipment installed and operating; (iii) zoning restrictions, soil and environmental issues, and other commercial characteristics; and (iv) the size, appearance, and other physical characteristics of the proposed site. We must also have the opportunity to review any lease or purchase agreement for a proposed Premises before you enter into such an agreement.

We may condition our approval of any third-party Premises you propose on a number of conditions, including: (i) providing a written representation from the landlord of the Premises that you will have the right to operate the Franchised Business throughout the term of your Franchise Agreement; and (ii) you and landlord executing an appropriate form of addendum/rider to the Lease for the Premises in a form that affords Franchisor the kinds of rights described in our prescribed form of addendum attached to the Franchise Agreement as Exhibit C (the "Lease Addendum"). (Franchise Agreement, Sections 5(F), 6(A) and Exhibit C).

We will use reasonable efforts to approve or reject any proposed third-party Premises (and corresponding lease/purchase agreement) within 30 days of the date you provide us with all requested materials. If we determine that an on-site evaluation is necessary, then you must: (i) submit to us in the form we specify a description of the site prior to our representative conducting its on-site evaluation, including evidence that the site satisfies our site selection guidelines and any other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site; and (ii) reimburse us for the expenses incurred in connection with such an evaluation. If we do not provide our specific approval of a given proposal this 30-day period, the proposed location will be deemed rejected.

Please note that the above site selection provisions and process only apply to the Premises, and does not apply to any Authorized Property whereat you determine to provide the Approved Services and/or Designated Equipment.

**E. Typical Length of Time to Open Your Business** (Franchise Agreement, Section 6(D), Section 15)

The length of time we estimate between your signing of the Franchise Agreement and launching of the Franchised Business governed by that agreement will typically be between three (3) months and six (6) months from the date you sign your Franchise Agreement.

You must launch initial operations and commence no later than six (6) months from execution of your Franchise Agreement, regardless of whether you are operating from a home office or third-party Premises. Your failure to complete all pre-launch obligations under your Franchise Agreement and effectively launch operations of your Franchised Business within the six (6) month prescribed period will constitute grounds for us to terminate your agreement if you do not cure by validly and compliantly launching active operations of your Franchised Business within 30 days of receiving written notice of your failure to do so from us.

Upon launching your Franchised Business, you will be authorized to solicit prospective Clients, provide the Approved Services and otherwise promote the business within any Designated Territory(ies) identified and granted under your Franchise Agreement and, if applicable, form of Multi-Territory Addendum that governs your franchised operations.

#### **F. Post-Opening Obligations**

1. We may require you and, if applicable, any Designated Manager to attend annual additional/refresher courses, as we deem necessary in our sole discretion (“Additional Training”) and/or remedial training as part of the actions necessary to cure your noticed default under the Franchise Agreement (“Remedial Training”). We may require that you pay our then-current Training Fee, currently \$1,000/day per trainer for this kind of training, for any Additional/Remedial Training you and your employees attend. You will also be solely responsible for all expenses incurred in attending Additional/Remedial Training. (Franchise Agreement, Section 5(D)).

2. We will provide you with continuing consultation and advice, as we deem necessary in our discretion, regarding the management and operation of the Franchised Business. We may provide this assistance by telephone, facsimile, or intranet communication, as we deem advisable and subject to the availability of our personnel. (Franchise Agreement, Section 5(H)).

3. We will review and subsequently approve/deny any advertising/marketing materials you wish to use in connection with your Franchised Business as described more fully below in this Item 11 under the heading “Advertising and Marketing.” (Franchise Agreement, Sections 5(I) and 9).

4. We will approve or disapprove of your requests to: (i) purchase and/or offer non-approved products or services in connection with the Franchised Business; and (ii) make Required Purchases from suppliers other than our then-current Approved Suppliers. (Franchise Agreement, Section 5).

5. We will schedule and hold an annual conference, as we deem advisable in our sole discretion, to discuss the current state of the System, improvements to the System, hold discussion forums for System franchisees and recognize certain franchisees. In the event we schedule a conference, we may require you to attend for up to five (5) days each year. You will be responsible for the costs and expenses you incur in connection with any annual conference/convention (lodging, travel, meals, etc.), but we will not charge you an attendance/registration fee. (Franchise Agreement, Section 5(Q)).

6. We will display the contact information of your Franchised Business on the website that we or our designee maintains to advertise and promote our brand, our Proprietary Marks and other Franchised Business locations, provided you are in compliance with the terms of your Franchise Agreement. We will also have the right to discontinue operation of the Website at any time without notice to you. We may require that you maintain and utilize a specific e-mail account in connection with the Franchised Business. You may not establish or operate a website, web page, domain name, Internet address, blog, forum or email address that in any way concerns, discusses or alludes to us, the System or your Franchised Business without our written consent. The Proprietary Marks may not be used as part of, in conjunction with, to establish, or to operate any domain names, Internet addresses, blogs, forums or Networking Media Sites, unless specifically approved by us. You may not post, and must take such steps as necessary to ensure that your employees do not post, any information to a Networking Media Site relating to us, the System, the Proprietary Marks, or the Franchised Business that (a) does not comply with our social networking guidelines described in the Operating Manuals, (b) is derogatory, disparaging, or critical of us, the System, or the Proprietary Marks, (c) is offensive, inflammatory or indecent, or (d) harms the goodwill and/or public image of the System and/or the Proprietary Marks. You may not establish or permit or aid anyone else to establish any links to any website or any other electronic or computer-generated advertising or

communication arrangement which we may create. Subject to the terms of the Franchise Agreement and Operations Manual, we may make available to you a sub-page on the Website that will be located at a sub-domain of the Website to be specified by us (the “Subpage”). You will be permitted to upload content onto the Subpage solely to promote and provide customers with information related to your Franchised Business. You may only upload content onto the Subpage in accordance with terms of the Franchise Agreement and any guidelines, directives or specifications (collectively, “Subpage Standards”) issued by us. The Subpage may not contain content which references any other Business(es) other than your Franchised Business. You may not upload, publish, display, or otherwise include or use any content on the Subpage without receiving our approval. Once we approve the initial content of the Subpage, you must submit any changes to us before you make any changes. We may, at any time, cease to make the Subpage available to you or the public. We may also design the Website for taking delivery orders from customers and routing that to you. We will be solely responsible for the development of all online ordering. Upon the termination or expiration of the Franchise Agreement for any reason or a default under the Franchise Agreement for any reason, you may not upload, content, onto, or otherwise use, the Subpage shall immediately cease and we may cease to make the Subpage available to you. Please see below in this Item 11 under the heading “Advertising and Marketing” for further information. (Franchise Agreement, Section 5(J)).

7. Prior to and after your opening, we may establish one (1) or more online intranet portals and/or site(s) that are accessible to System owners (each, a “System Site”) – and notify you of such System Sites via the Manuals or otherwise in writing, as discussed more in this Item 11 below under the “Computer System” heading.

8. We will have the exclusive right to establish, register and otherwise traffic in, any social media site/account that contains the Proprietary Marks – and may license such accounts to you as part of your System license if the account is established for your specific Franchised Business. social media sites (e.g., [www.instagram.com](http://www.instagram.com); [www.facebook.com](http://www.facebook.com), or such other social media sites). You may not establish or maintain any social media sites utilizing any usernames, or otherwise associating with the Proprietary Marks, without our advance written consent. We may designate from time to time regional or territory-specific usernames/handles to be maintained by you. You must adhere to the social media policies established from time to time by us, via the Manuals or otherwise, and you must ensure your Franchised Business personnel adhere to such social media and branding policies as well (to the extent we reduce the same to writing).

9. We expect and intend to establish, administer and maintain a brand development Fund for the benefit of the System, as we deem appropriate in our sole discretion and set forth more fully below in this Item. (Franchise Agreement, Section 5(M)).

10. We may conduct, as we deem advisable in our sole discretion, inspections of the premises and audits of the Franchised Business and your operations generally to ensure compliance with our System standards and specifications as well as to consult in the development and growth of your Franchised Business. We may also prepare written reports outlining any recommended or required changes or improvements in the operations of your Franchised Business, as we deem appropriate in our sole discretion, and detail any deficiencies that become evident as a result of any inspection or audit. If any inspection reveals any deficiencies, you will be responsible for our costs in conducting such inspection. (Franchise Agreement, Section 5(L)).

11. We may supplement, revise or otherwise modify the Manuals, as we deem necessary or prudent in our sole discretion, which may, among other things, provide new operations concepts and ideas. We may provide you with these updates through various mediums, including mail, e-mail and our System-wide intranet. (Franchise Agreement, Section 2(G)).

12. If we deem appropriate, establish and maintain a Quality Assurance Program and/or other quality assurance program, including customer feedback programs, as we and/or our Approved Supplier for the Designated Equipment deem appropriate from time to time. (Franchise Agreement, Section 5(L)).

13. We may: (i) research new ideas, technology, equipment, products, services and methods associated with the promotion and offer/sale of the Approved Services and Approved Products (including the Designated Equipment) – and subsequently provide you with information we have developed as a result of this research, as we deem appropriate in our discretion; and (ii) create and develop additional products and services to be offered or provided via a System Business, including proprietary products and services sold under the marks we designate. (Franchise Agreement, Section 2(G) and 5(K)).

## **G. Advertising and Marketing** (Franchise Agreement, Section 9)

### *Advertising and Marketing Generally*

All advertising and promotion materials that you use in connection with your Franchised Business must be approved by us and conform to the standards and requirements that we specify. We may make available to you from time to time, at your expense, certain promotional materials, including newspaper mats, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials. You must also participate in certain promotions and advertising programs that we establish as an integral part of our System, provided these activities do not contravene regulations and laws of appropriate governmental authorities. (Franchise Agreement, Section 9(A)).

If you wish to use any advertising or promotional materials other than those that we have previously approved or designated within the preceding 12 months, then you must submit the materials you wish to use to us for our prior written approval at least ten (10) days prior to publication. We will use commercially reasonable efforts to notify you of our approval or disapproval of your proposed materials within 30 days of the date we receive the materials from you. If you do not receive our written approval during that time period, however, the proposed materials are deemed disapproved and you may not use such materials. Once approved, you may use the proposed materials unless we: (i) prescribe a different time period for use; or (ii) require you to discontinue using the previously approved materials in writing. We may require you to discontinue the use of any advertising or marketing material, including materials we previously approved, at any time. (Franchise Agreement, Section 9(B)). Except as otherwise provided in this Item, we are not required to spend any amount on advertising in your Designated Territory.

### *Initial Marketing Spend (Franchise Agreement, Section 9(C))*

You are required to spend at least \$10,000 on the initial marketing (“Initial Marketing Spend”). We may require that you pay this amount to us and, with your input, we will spend it on marketing activities for you. Typically, we expect that you will be required to expend these amounts 30 to 60 days prior to opening and continuing through the initial launch of your Franchised Business – as we discuss and specify prior to any opening or operation of your Franchised Business in the Manuals or otherwise in writing. We may require that you expend all or any portion of the Initial Marketing Spend be expended on materials that are acquired and provided by one (1) or more Approved Supplier(s).

We will designate the exact amount you must expend on your Initial Marketing Spend once you secure your approved Premises and determine your Designated Territory around the same.

You may determine to expend a portion of your Initial Marketing Spend, as you request in writing and we approve, in connection with out-of-pocket costs associated with seeking and acquiring any governmental grants or funds necessary to equip your initial Franchisee-Controlled Site should you choose to launch your

operations to the public from and at such location as your Premises.

*Local Marketing Requirement (Franchise Agreement, Section 9(D))*

In addition to the Initial Marketing Spend, you will be required to expend such amounts as we may designate from time to time for advertising and marketing the Franchised Business within the Designated Territory (the “Local Marketing Requirement” or “LMR”). Your LMR obligations will commence at the earlier of (a) the date you actually launch your Franchised Business, and (b) the date you are required to launch that Franchised Business under your Franchise Agreement.

Currently, your LMR amounts to 1% of the Gross Sales generated by the Franchised Business over the immediately preceding calendar month. We may require that you expend any portion of your Local Marketing Requirement on services and/or materials that you acquire and purchase from one (1) or more of our Approved Suppliers. As disclosed above under this heading, we must approve all advertising, marketing and/or other promotional materials you wish to use in connection with your Franchised Business that (a) are not designated by us in our then-current Manuals, or (b) have not otherwise been approved by us in the 12-month period preceding the contemplated use of such materials/content.

We also reserve the right to increase your LMR to an amount equal to 5% of the Gross Sales generated by your Franchised Business over the preceding calendar quarter of operations upon at least 60 days’ prior written notice.

We may request that you provide us with invoices and/or other evidence sufficient to demonstrate you are expending the appropriate LMR in connection with your Franchised Business upon 30 day’s prior written notice, and your failure to (a) provide such evidence, and/or (b) expend the minimum LMR, in a given month shall constitute a material default under your Franchise Agreement that you will be afforded a 30-day period to cure as detailed more fully in your Franchise Agreement.

*Brand Development Fund (Franchise Agreement, Section 9(E))*

We have not established and commenced administering a brand development fund (the “Fund”) that is designed to promote, market, advertise and/or otherwise develop our then-current Proprietary Marks, System, System Locations, the Approved Services and/or Approved Products (including technological advancements with respect to the Designated Equipment) and/or our brand generally.

Once established, we expect and intend that we will use the Fund to meet certain costs related to maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which we believe will further develop or enhance the image of the System, locations, marks and/or our brand generally as noted above.

We expect to initially collect a Fund Contribution amounting to 1% of the Gross Sales generated by your Franchised Business in the preceding calendar month (if and once the Fund is established), and we will provide you with at least 60 days’ prior written notice via the Manuals or otherwise in writing of such Fund creation and related obligations. We may increase the Fund Contribution to an amount equal to up to 3% of the Gross Sales generated by your Franchised Business (upon providing you with the same 60-day prior written notice).

Any affiliate-owned System Business formed now or in the future may – but is not currently obligated to – contribute to the Fund in the same amount and manner as franchised Business(es). Other System franchisees’ respective Fund contributions may be calculated at a different rate or on a different basis and, under limited circumstances, certain franchisees may not be required to pay Fund fees.

We have full discretion to settle or forgive any accrued and unpaid Fund contributions owed by a franchisee. With any advertising funds paid, we have sole discretion as to how and where the money is spent to promote, enhance, or further the growth of the system, including, without limitation, promotional marketing, public relationships, and advertising expenses, hiring marketing, public relations and advertising agencies and internal personnel to assist in developing the brand name and average unit volumes, expenses associated with listings in online or traditional directories, travel expenses in connection with promotions and marketing meetings, training, development of Proprietary Marks and trademarked materials, production of circulars, media, advertisements, coupons, and promotional materials (including point of purchase materials), market research, developing training tools designed to assist System franchisees, the cost of developing and maintaining an Internet website and other digital marketing tools, developing and deploying mystery shopper programs and for any other use we determine. Additionally, we can use the Fund to pay for expenses incurred in developing and maintaining non-franchise sales portion of our corporate website. We are not required to spend any advertising funds in your specific area or territory. Materials provided by the Fund to all Franchisees may include video and audio tapes, mats, posters, banners, and miscellaneous point-of-sale items. You will receive one sample of each at no charge. If you want additional copies, you must pay duplication costs.

We may occasionally provide for placement of advertising on behalf of the entire franchise system, including Franchisees. However, most placement is on a local basis, typically by local advertising agencies hired by individual Franchisees or advertising cooperatives. While we have not yet done so, we have the right in the future to use advertising fees paid by our Franchisees to place advertising in national media (including broadcast, print or other media). Advertising funds are used to promote the products sold by Franchisees. A brief statement regarding the availability of information regarding the purchase of a franchise may be included in advertising and other items produced using the Fund; provided that we will not use Fund funds principally to sell franchises.

Currently, we expect that Fund Contributions will be payable to us. We have the right to establish in the future a non-profit corporation or other business entity to collect Fund advertising contributions from our Franchisees. The Fund is administered by our accounting and marketing personnel under our direction. We may have the Fund borrow from us or other lenders to cover any Fund deficits. We may have the fund invest any surplus for the Fund's future use. You will be able to obtain an accounting annually upon written request to our President at our principal place of business 120 days after our latest fiscal year end. We claim no power to require that advertising cooperatives be formed, changed, dissolved or merged.

We will not be required to spend any of your Fund Contributions in the Designated Territory you are granted under your Franchise Agreement, and we will provide you with an unaudited accounting of the Fund within 120 days after our fiscal year end (upon your written request). We are not required to have the Fund audited, but we may do so and use the Fund Contributions to pay for such an audit. If we do not spend all Fund Contributions in a given year, any excess funds will rollover into the Fund for use during the following year. We will have the right to modify or discontinue the Fund (if established), as we deem appropriate in our sole discretion.

As we are a new franchise offering, please be advised that we neither collected nor expended any Fund Contributions in the fiscal year ending December 31, 2024.

*Regional Cooperatives (Franchise Agreement, Section 9(H))*

We reserve the right to establish regional cooperatives that are comprised of a geographical market area that contain two (2) or more Business(es) (whether a Franchised Business or affiliate-owned) (each a

“Cooperative”). If we assign your Franchised Business to a Cooperative we establish, you must work with the other Franchised Business owners in your Cooperative and us to develop and implement regional advertising campaigns designed to benefit all the Business(es) within the geographical boundaries of the Cooperative. We have not established any Cooperatives as of the Issue Date of this Disclosure Document, and have not contemplated how much a Franchised Business might be required to contribute to such a Cooperative. We will have the right to establish, modify, merge and dissolve Cooperative as we deem appropriate. Any amounts you expend on Cooperatives will be credited towards your Local Marketing Requirement.

*Franchise Advisory Council (Franchise Agreement, Section 9(F))*

While we are not required to do so, we may establish a Franchise Advisory Council (“FAC”). If established, we expect that such a FAC will provide advice to us on various matters, including advertising. The FAC will serve in an advisory capacity only and will have no operational or decision-making power. In the event we determine to establish an FAC, we will provide you with information related to the composition and selection of FAC members and other relevant information via the Manuals or otherwise in writing, to the extent we are required to do so by applicable laws.

**H. Computer / Point of Sale System (Franchise Agreement, Sections 6(K), 6(S), 8 and 10)**

We require that all System franchisees acquire and only use the point-of-sale system (“POS”) and other computer hardware we designate as part of our then-current computer system associated with the operation of a Franchised Business (the “Computer System”). We expect to also require that you acquire the appropriate licensing and/or other rights necessary to use certain Required Software we designate for use in connection with your Computer System, which will typically be licensed from one (1) or more of our then-current Approved Suppliers.

We estimate the initial costs associated with acquiring the hardware and Required Software associated with our Computer System to be between \$2,500 and \$5,000 and, as of the Issue Date, is comprised of the following components: (i) one (1) or more tablets; and (ii) a laptop for back-office functions and a printer with scanning/copying capabilities.

We will have independent and electronic access to the information and data collected or generated by the POS and other Computer System components. There are no contractual limits on our rights to do so. We may require updates and upgrades to your computer hardware, software and POS system during the term of the franchise agreement. The maintenance, repair and upgrade of your hardware and software is at your expense.

We may require updates and upgrades to your hardware, software and POS System when it becomes available, at your expense. There are no contractual limitations to the frequency and cost of the obligation to upgrade and maintain the POS or computer system. We do not have any specific ongoing maintenance and/or support contract requirements. With that said, we estimate that you may spend between \$100 and \$1,000 per year on annual updates and maintenance to the Computer System hardware, including any upgrades. This does not include any of the Required Software license fees or any Technology Fee we determine to charge in the future.

If not part of the POS system, at your cost and expense, you must investigate and ensure that you comply with all payment card industry (“PCI”) and data security standard (“DSS”) standards, regulations, and requirements. You must meet the requirements of, and comply with enhancements and changes to, the PCI and DSS and maintain PCI compliance with the current version of the PCI and DSS. You are responsible to use all required tools, systems, and vendors to complete ongoing PCI requirements including quarterly

external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to PCI compliance and data security issues, such as security threats, breaches, and malware. It is your responsibility to alert us, not later than 24-hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect customer data and notify relevant parties. You are not permitted to collect, store, transfer, etc. any unnecessary customer information.

We may require you to install a compliance monitoring system at your Premises at reference points designated by us. This compliance monitoring system is not a security system but is a management tool and we are not required to monitor your franchise business. Both you and we will have the right to online access to the compliance monitoring system. By installing the compliance monitoring system, you and your employees are waiving any rights to privacy. You agree to require all your employees to sign a waiver of their right to privacy with respect to the use of any such compliance monitoring system. Please note that while we reserve the right to require this system to be implemented at your Franchised Business in the future, we do not typically require this kind of system as part of our Required Items as of the Issue Date.

## **ITEM 12 TERRITORY**

### Approved Premises; Relocation of a Franchised Business

You may and must operate your Franchised Business from the Premises that you propose, we approve and you subsequently secure (if not a home office). If you have not secured an approved Premises at the time you enter into a Franchise Agreement with us with respect to a given Franchised Business, you will be required to secure such location as disclosed more fully in Item 11 of this Disclosure Document that must be located within your Designated Territory.

Once your Premises has been designated in the Data Sheet to your Franchise Agreement (or otherwise in writing by the parties) you may not relocate the site of your Franchised Business without our express written permission. Should you attempt to relocate your Franchised Business without such permission the new location will be treated as an entirely new franchise sale subject to new initial franchise fees as provided in the Franchise Agreement and to such other provisions as would apply to a new franchise award.

If (and as applicable) your landlord terminates your right to possession of your Premises before the term of your Franchise Agreement expires, then you must: (i) provide us with immediate notice in writing; and (ii) secure a different site that we approve as your relocation Premises in accordance with our then-current site selection criteria within 60 days of the date you no longer possess the right to your original Premises.

### Designated Territory(ies)

At the time you enter into your Franchise Agreement with us, you will be awarded a geographical area around your home office or other Premises wherein we will afford certain territorial rights as disclosed more fully below (referred to as a “Designated Territory” in this Disclosure Document).

Typically, your Designated Territory will be a geographical area that we designate and you agree to upon the signing of your Franchise Agreement with us. We expect that a typical Designated Territory will be a geographical area surrounding your approved Premises that contains a population of approximately 100,000 people. With that said, there is no minimum Designated Territory size that we must grant in connection with a Franchised Business. Your Designated Territory may vary from others in terms of size and population based on the demographics associated with the area or region, including but not limited to: (i) population density; (ii) number of prospective Authorized Properties with existing or planned parking; (iii) traffic patterns; and (iv) existing number of electric chargers installed in that area. We will determine the boundaries

of a given Designated Territory on a case-by-case basis.

The boundaries of your Designated Territory may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Data Sheet. The sources we use to determine the population within your Designated Territory will be publicly available population information (such as data published by the U.S. Census Bureau or other governmental agencies and commercial sources).

Upon termination or expiration of your Franchise Agreement, you will no longer have any rights within the Designated Territory. We may also terminate your territorial rights within your Designated Territory in lieu of terminating your Franchise Agreement if your Franchise Agreement is subject to termination.

Subject to the “Reserved Rights” disclosed below in this Item, we will not open or operate, or license any third party the right to open or operate, a System Business that offers or provides the Approved Services under the Proprietary Marks, within any Designated Territory you are awarded under your (a) Franchise Agreement, and (b) if applicable, the Multi-Unit Territory Addendum.

As noted above, we do reserve certain rights with respect to “Reserved Accounts” and other activities within a given Designated Territory, as detailed more fully below. For this reason, we must disclose the following under applicable pre-sale disclosure laws: “You will not receive an exclusive Designated Territory. You may face competition from other franchises, from outlets that we own, or from other channels of distribution or competitive brands that we control.”

#### Minimum Performance Requirements in Connection a Given Franchised Business

You must pay us a Minimum Royalty, as and when such minimum is triggered, in connection with your Franchised Business – which, if you have entered into a Development Agreement with us, will increase over time depending on the number of Total Territories wherein you are granted the right to operate. Please see Item 6 of this Disclosure Document for additional information on such Minimum Royalty requirements and schedule.

Each Franchised Business, regardless of the number of Designated Territories it is authorized to operate within, must: (i) acquire an initial stock of Designated Equipment amounting to five (5) Level 2 Chargers (the “Minimum Equipment Stock”); and (ii) replenish and maintain at least that Minimum Equipment Stock throughout the term of the Franchise Agreement.

With that said, so long as the a System franchisee (a) pays the appropriate Minimum Royalty, and (b) maintains the Minimum Equipment Stock, we do not have the right to remove, decrease or otherwise modify the Designated Territory associated with that Franchised Business based on any failure to meet a certain level of revenue or sales via the Franchised Business.

Except as provided for about under this heading, your rights within the Designated Territory(ies) you are granted, whether via a Franchise Agreement or a Multi-Territory Addendum, may only be modified upon our mutual agreement.

#### Permitted and Restricted Sales and Advertising Activities Within and Outside Designated Territory(ies)

Each Franchised Business must and may only operate, enter into Service Agreement and provide the Approved Services in connection with Authorized Properties that are located within the Designated Territory(ies) granted by us in connection with that Franchised Business.

You may not operate, directly market or promote the Franchised Business in any area outside of your Designated Territory(ies) without our prior written consent.

Each Franchised Business agrees not to offer or sell any items through any alternative channels of distribution, including e-commerce, telemarketing, mail order catalogs, computer and/or Internet-based platform (i.e., Angi® or other third-party platform for services), without our prior written consent.

#### Reserved Account(s)

For purposes of this Disclosure Document and your Franchise Agreement, we have the right to directly communicate, negotiate and enter into Service Agreement(s) with any Client that: (i) owns and/or manages multiple properties that are physically located in more than one (1) Designated Territory; and/or (ii) is a different System franchisee that owns an Authorized Property located within your Designated Territory(ies) (each, a “Reserved Account”).

#### Other Reserved Rights under both Franchise Agreement and Multi-Territory Addendum

In addition to our rights in connection with Reserved Accounts, we and/or our affiliates also reserve the right to: (i) open and operate, or license third parties the right to open and operate, Business(es) or other locations utilizing the Proprietary Marks and System from any location outside of your Designated Territory (or Designated Territories); (ii) market, offer and sell products that are similar to the menu items offered and sold by a Franchised Business under a primary mark that is different than the Proprietary Marks, regardless of location; (iii) manufacture, offer, sell and distribute Approved Products and/or certain of the Approved Services, via any alternative channel of distribution, within or outside the Designated Territory(ies) (including the Internet and other e-commerce channels, big box retailers, conventions or association gatherings, mail order, catalog sales, etc.); (iv) to acquire, merge with, or otherwise affiliate with, and after that own and operate, and franchise or license others to own and operate, any business of any kind, including, without limitation, any business that offers products or services the same as or similar to those offered by the Franchised Business (but under different marks), within or outside your Designated Territory(ies); and (vi) use the Proprietary Marks and System, and license others to use the Proprietary Marks and System, to engage in any other activities not expressly prohibited in your Franchise Agreement and, if appropriate, Multi-Territory Addendum.

Neither the Franchise Agreement nor the Multi-Territory Addendum grant you any right to engage in any of the activities outlined in the preceding paragraph, or to share in any of the proceeds received by us, our affiliates or any third party from these activities, unless we otherwise agree in writing. We do not have an obligation to provide you with any compensation for soliciting or accepting Clients or orders inside your Designated Territory(ies) if via one (1) of the reserved rights disclosed above.

#### Other Relevant Disclosures

Neither the Franchise Agreement nor the Multi-Territory Addendum provide you with any right or option to open and operate additional Franchised Businesses. The Addendum merely extends the terms and conditions of the Franchise Agreement to one (1) or more additional Designated Territories(s) wherein your Franchised Business is authorized to actively operate and market.

Each Franchised Business you are granted the right to open and operate must be governed by its own, specific form of Franchise Agreement.

Neither we nor our affiliates sell similar goods or services to the Approved Products and Approved Services offered by Franchised Businesses under our Proprietary Marks or a different mark or brand as of the Issue Date, but we reserve the right to do so in the future.

### **ITEM 13 TRADEMARKS**

We grant you the right to use our then-current Proprietary Marks only in connection with the promotion and operation of your Franchised Business, as required in your Franchise Agreement and in accordance with our then-current Manuals. You will not at any time acquire any ownership or other rights in the Proprietary Marks.

We currently license the following mark to primarily identify each System Business, which is currently pending registration on the Principal Register of the United States Patent and Trademark Office (“USPTO”):

| <b>Application Number</b> | <b>Proprietary Mark</b> | <b>Filing Date</b> |
|---------------------------|-------------------------|--------------------|
| 98/792532                 | 4EVERCHARGE             | October 7, 2024    |

As of the Issue Date, we do not yet have a federal trademark registration for the Proprietary Marks listed in the Chart above and, as such, these Marks do not have many legal benefits and rights as a federally registered trademark. If our right to use these trademark(s) is challenged, you may have to change to an alternative trademark, which may increase your expenses.

If and once the Proprietary Marks are registered with the USPTO, we expect and intend to work with TM Owner to submit all necessary affidavits and other documentation necessary to maintain such federal registrations.

We are not aware of any other contract or agreement with any third party that would materially limit or impact the right of our System franchisees to use the Proprietary Marks in connection with the development and ongoing operation of their respective franchised operations.

We do expect, however, to work with TM Owner to pursue and (if acquired) maintain the registered Proprietary Marks set forth in the Chart above for so long as we determine to license such marks to our System franchisees and, among other things, work with TM owner to file all documentation and affidavits with the USPTO as required by applicable law.

You must use only our then-current Proprietary Marks in strict compliance with our Manuals and our System directives. You must modify or discontinue the use of a trademark at your cost if we modify or discontinue it. You are prohibited from using any trademark as part of your corporate name, and you may not use any Proprietary Mark (or variation thereof) as part of any Franchisee entity name, assumed name, d/b/a or state trademark that is filed on registered with any governmental authority without our prior written consent.

You may only use the trademarks with the letters “TM” or “SM” or “®” as appropriate. You are prohibited from using any trademark in the sale of any unauthorized product or service or in any manner not expressly authorized in writing by us. You are required to adhere fully and strictly to all security procedures required by us for maintaining the secrecy of proprietary information.

As of the Issue Date, we are not aware of any effective determinations by the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court or pending interference, opposition or cancellation proceeding, or pending material litigation involving the trademarks. There are no agreements currently in effect which significantly limit our rights to use or license the use of the trademarks. As of the Issue Date, we are not aware of any superior rights in or infringing uses of the trademarks that could materially affect your use of the trademarks in your territory.

You are obligated to immediately notify us when you learn about an infringement of or challenge to your use of our trademarks. We will have the discretion to take the action we deem appropriate. We are not obligated to protect any rights which you have to use the trademarks, or to protect you against claims of infringement or unfair competition. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition; however, we have the right to control any administrative proceedings or litigation involving the trademarks, and you will proceed in strict coordination and oversight by us. You may not act contrary to our rights in the marks. We are not required to defend or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the licensed trademark.

You may not contest, directly or indirectly, our right and interest in our trademarks, names or marks, trade secrets, methods, and procedures which are part of our business and agree to execute documents and assurances necessary to effectuate these provisions. Any goodwill associated with the trademarks or system belongs exclusively to us.

You may not use any Proprietary Mark as part of any corporate name or with modifying words, terms, designs, or symbols except for those licensed by us. You may not use the Proprietary Marks in any manner other than as specifically authorized in connection with your Franchised Business or as otherwise approved by us in writing.

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

We do not own any registered patents or pending patent applications with the USPTO that we license to you for use in connection with your Franchised Business. Certain of our Approved Suppliers may have patent protection or filings associated with the Designated Equipment, but we do not have any ownership interest in the same.

We have not registered our Manual(s) or any other writings or intellectual property associated with the System with the United States Copyright Office, but we do claim copyright protection in our Manuals and certain other System components. We also claim any applicable trade secret or common law protection with regards to that System information that is protected under such laws.

You may use our proprietary information but only in connection with the system. As mentioned above, portions of our System may constitute a trade secret or otherwise be confidential and proprietary to us. You must also promptly tell us when you learn about unauthorized use of any proprietary information. We are not obligated to take any action but will respond to this information as we believe appropriate. If applicable, we have the right to control any administrative proceedings or litigation. We are not required to defend or indemnify you for any damages from a proceeding based on copyright. You must modify or discontinue the use of any copyright, at your cost, if we modify or discontinue it, in our reasonable discretion.

With regards to our proprietary information, the franchise agreement also provides that you will: (a) strictly follow all confidential security procedures required by us, (b) disclose this information to your employees only as needed to market our products and services; (c) not use this information in any other business; (d)

exercise the highest degree of diligence to maintain this information as confidential; and (e) promptly notify us if you learn of any unauthorized use of our trade name, trade secrets or proprietary information. Your use of our proprietary information is limited to the uses required or allowed by us.

We claim other copyrights in sales literature and marketing materials which we, or our franchisees develop for our use and for use by our franchisees, and your use of these materials will be limited to the uses required or allowed by us. To our knowledge, there are presently no superior rights in or infringing uses of the copyrights or patents that could materially affect your use of the copyrights or patents in your territory.

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

We encourage, but do not require, you to personally supervise and manage the day-to-day operations of your Franchised Business while on-site at the Premises. We do, however, prefer to select Franchisees who favor and appear committed to a “hands on” and well-informed approach to the business.

If you are not willing or not able to be the full-time operator of a given Franchised Business, then you will be required to engage a manager and have them complete our training program (the “Designated Manager”). The Designated Manager is not required to hold equity interest in the franchisee entity. Any and all Designated Manager(s) must sign our prescribed form of Confidentiality and Non-Competition Agreement. If and when an Designated Manager leaves his/her/their employment at your Franchised Business, you must recruit a new Designated Manager within thirty (30) days and submit the replacement’s qualifications to us for our review and approval (which may be conditioned on completion of all training and other management criteria) before substituting a new Designated Manager in connection with any Franchised Business (unless you resume taking over the day-to-day operations of the Franchised Business on a full-time basis).

Your Franchised Business must, at all times, be managed and staffed with at least one (1) individual who has successfully completed the components of the Initial Training Program associated with being an owner/operator or Designated Manager. The only restriction we place on the manager of your business is that the manager must execute a confidentiality and non-competition agreement with Franchisee (and Franchisee must ensure that it retains a copy thereof and provides a copy to us).

Each of your principal owners and their respective spouse, if applicable, must sign the franchise agreement, in the form of Exhibit B, as either the franchisee or the guarantor. In either event, by signing the franchise agreement each franchisee owner and their respective spouse(s), as applicable, agree to perform, and guarantees, all of the franchisee’s obligation to us and our affiliates (including the obligations under this Agreement) and agrees to be bound by the restrictive covenants, the confidentiality provisions and certain other provisions contained in the Franchise Agreement. In addition to the Franchise Agreement, both you and your spouse may be required to sign guarantees of performance in which you will guarantee the performance of your Franchisee (an entity) under the Franchise Agreement.

You will be solely responsible for all employment-related decisions associated with your Franchised Business personnel, including hiring, firing, scheduling and compensation. Nothing in the Franchise Agreement or Multi-Territory Addendum is intended, or may be construed to, establish or create any kind of employer-employee or joint employer relationship between (a) us, and (b) you and your personnel.

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

You must offer and sell all of the products which we require and only the products which we authorize for the System, in the manner we prescribe. You will not offer to sell or provide at or through the Franchised Business any merchandise, equipment, products or services that have not approved in advance in writing, or use the premises for any other purpose other than the operation of the Franchised Business.

We have the right to require you to offer and sell additional or different equipment, products or services as we may designate. There are no limits on our right to do so. You are not allowed to solicit customers outside of your Marketing Area without our prior written approval. You will at all times maintain sufficient levels of inventory to adequately satisfy consumer demand. You must stop using offering disapproved products or services immediately upon notice that such services or products have been discontinued. We reserve the right to charge you a fine per occurrence if you sell or offer disapproved products or services. If the law prohibits the use or sale of any product or service, use must cease immediately.

Your grant of a Franchised Business does not include: (i) any right to offer any services via e-commerce except through a website designated by us; (ii) any right to establish an independent website or to establish a URL incorporating the Proprietary Marks or any variation thereof; or (iii) any right to distribute, market, or implement our services in any channel of distribution not specifically identified in the Franchise Agreement.

You will be obligated to offer and sell those new products and to participate in all local, regional and promotional program initiatives and campaigns adopted by us in which we require you to participate. We have the right to designate which of our franchisees may, or will be required to, participate in new product or service tests, new or modified product or service offerings and other programs and initiatives that we may, from time to time, develop. If we designate you for participation in any such program, initiative or campaign, you must participate when and as required by us. There are no limits on rights to require you to offer and sell those new products or to participate in those programs, initiatives and campaigns.

**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.**

**A. Franchise Agreement**

|    | <b>Provision</b>                               | <b>Section in Franchise or other Agreement</b> | <b>Summary</b>  |
|----|--|--|---|
| a. | Length of the franchise term                   | Section 3(A)                                   | Initial term of 10 years.   |
| b. | Renewal or extension of the term               | Section 3(B)                                   | If you are in good standing at the end of the initial or applicable renewal term, you can enter into a new renewal franchise agreement for up to two (2) additional, consecutive terms of 10 years each.  |
| c. | Requirements for franchisee to renew or extend | Section 3(B)                                   | Franchisee must not be in material default at the time of renewal request or renewal date; Franchisee must not have received 3 or more notices of default in the 12-month period preceding the renewal request or renewal date; Franchisee must execute our then-current form of franchise agreement for the renewal term; Franchisee must pay us our then-current Renewal Fee and provide us (and our related parties) with a general release; Franchisee must attend and complete and refresher/renewal training that we have for the System at the time of renewal; and Franchisee must agree to reimage/remodel/refurbish the Franchised Business and/or Premises as necessary to meet our then-current System standards and specifications for a newly-opened Franchised Business. |
| d. | Termination by franchisee                      | Not Applicable                                 | Our franchise agreement does not contain a specific provision detailing Franchisee's right to terminate the Agreement.  |
| e. | Termination by franchisor without cause        | Note Applicable                                | We do not have the right to terminate without cause under the Franchise Agreement.  |
| f. | Termination by franchisor with cause           | Section 15                                     | We can terminate the franchise agreement if you are in default of your Franchise Agreement and, in certain cases, do not cure within the prescribed cure period detailed in the Agreement (as described more fully below).  |

|    | <b>Provision</b>   | <b>Section in Franchise or other Agreement</b> | <b>Summary</b>   |
|----|--|--|--|
| g. | “Cause” defined – curable defaults                                   | Section 15(C)                                  | You have (i) 24 hours to cure any environmental code or other government violations associated with the Premises, (ii) 10-15 days to cure monetary, reporting and unauthorized re-sale defaults, and (iii) 30 days to cure certain other material defaults of the franchise agreement.         |
| h. | “Cause” defined - non-curable defaults                               | Sections 15(A)-(B)                             | Non-curable defaults: conviction of a felony, fraud, repeated defaults even if cured, threat of harm or harm to the public, abandonment, trademark misuse, and other defaults listed in the Franchise Agreement.   |
| i. | Franchisee’s obligations on termination/non-renewal                  | Section 16                                     | Obligations include complete de-identification, payment of amounts due, and compliance with the non-competition agreement (see also (r) below).  |
| j. | Assignment of contract by franchisor                                 | Section 13(G)                                  | There are no restrictions on our right to assign, including merging with, acquisition by, or sale to a competing company.  |
| k. | “Transfer” by franchisee - defined                                   | Section 13(C)                                  | Includes assignment and transfer of contracts, security interests and ownership change.  |
| l. | Franchisor approval of transfer by franchisee                        | Sections 13(A)-(E)                             | We must approve all transfers, and you must comply with certain conditions in order for us to consider such approval.  |
| m. | Conditions for franchisor approval of transfer                       | Section 13E                                    | You are not in default, all fees are current, new franchisee qualifies, transfer and training fees are paid, purchase agreement is approved, training arranged, new transferee signs the then-current franchise agreement, and a release is signed by you (see state specific addenda).        |
| n. | Franchisor’s right of first refusal to acquire franchisee’s business | Section 13(D)                                  | We can match any offer for your franchise business within 30 days of written notice to us of the offer.  |
| o. | Franchisor’s option to purchase franchisee’s business                | Section 16(H)                                  | Upon termination or expiration of your Agreement for any reason, we have the right to acquire the operating assets of your Franchised Business at a price equal to the then-current net depreciated book value of such assets, within the 30-day period following such termination/expiration. |

|    | <b>Provision</b>  | <b>Section in Franchise or other Agreement</b> | <b>Summary</b>  |
|----|---|--|---|
| p. | Death or disability of franchisee   | Section 13(B)                                  | Personal representative approved and manager trained or franchise must be assigned to approved buyer within 90 days of death or disability/within a reasonable time. We have the right to operate your franchise business until a new franchisee is appointed. You will be charged a per day/per representative fee, plus our costs, for us to manage your franchise business during this time.                     |
| q. | Non-competition covenants during the term of the franchise                          | Section 14(A)                                  | No involvement in competing business anywhere without our written consent.  |
| r. | Non-competition covenants after the franchise is terminated, transferred or expires | Section 14(B)                                  | No competing business for two (2) years within your former territory or within 15 miles of (a) your Designated Territory, or (B) any other System Franchised Business that is open or under development as of the date the relationship expires or is terminated.   |
| s. | Modification of the agreement   | Section 23(A)                                  | Modifications must be made in writing and signed by both parties, but policies and procedures are subject to change by us.  |
| t. | Integration / merger clause   | Section 23(A)                                  | Only the terms of the franchise agreement are binding (subject to state law). All representations and promises outside the disclosure document and franchise agreement may not be enforceable. Our integration/merger clause does not disclaim the representations in this disclosure document.   |
| u. | Dispute resolution by arbitration or mediation                                      | Sections 21(B)-(C)                             | All disputes must, at our option, be submitted to mediation that will be conducted at Franchisor's then-current headquarters or other nearby location Franchisor agrees to.<br><br>Prior to even Franchisor exercising its right to mediate, the parties must first try to resolve the matter directly and internally with one another using the Internal Dispute Resolution procedure set forth in this Agreement. |
| v. | Choice of forum   | Section 21(E)                                  | State or, if applicable, federal court closest to (or encompassing) the Franchisor's headquarters in Virginia (subject to state law).   |
| w. | Choice of Law   | Section 21(A)                                  | Virginia law, without reference to its state's conflicts of laws – subject to the Lanham Act with regards to trademark-related disputes/actions (subject to state law).   |

**B. Multi-Territory Addendum**

| Provision |   | Section in Multi-Territory Addendum | Summary   |
|-----------|---|-------------------------------------|---|
| a         | Term of the Franchise                               | See Franchise Agreement             | Same as term of the Franchise Agreement.  |
| b         | Renewal or extension of the term                    | See Franchise Agreement             | Same rights as afforded under Franchise Agreement.  |
| c         | Requirements for franchisee to renew or extend      | See Franchise Agreement             | Renewable on same terms and conditions as set forth in the Franchise Agreement.   |
| d         | Termination by franchisee                           | See Franchise Agreement             | Not Applicable.   |
| e         | Termination by franchisor without cause             | See Franchise Agreement             | Not Applicable.   |
| f         | Termination by franchisor with “cause”              | See Franchise Agreement             | We may terminate your Addendum on the same grounds as your Franchise Agreement, as set forth in Chart 17(A) of this Item.   |
| g         | “Cause” defined – curable defaults                  | See Franchise Agreement             | Same grounds for default as under the Franchise Agreement, which are applicable to all Designated Territories granted under the Addendum.   |
| h         | “Cause” defined - defaults which cannot be cured    | See Franchise Agreement             | Same as Franchise Agreement.  |
| i         | Franchisee’s obligations on termination/non-renewal | See Franchise Agreement             | Same as Franchise Agreement.  |
| j         | Assignment of contract by franchisor                | See Franchise Agreement             | Same as Franchise Agreement.  |
| k         | “Transfer” by franchisee – defined                  | See Franchise Agreement             | Same as Franchise Agreement.  |
| l         | Franchisor approval of transfer by franchisee       | See Franchise Agreement             | Same as Franchise Agreement, with the following additional note:<br><br>You may not offer or sell any rights under the Addendum without also transferring the Franchise Agreement, unless we agree otherwise in a separate writing; and |

|   |   |                         |  |
|---|---|-------------------------|--|
|   |   |                         | The Transfer Fee if assigning the Addendum will amount to \$10,000 multiplied times the number of Designated Territories being assigned.   |
| m | Conditions for franchisor approval of transfer                          | See Franchise Agreement | Same conditions as Franchise Agreement, with the following additional note:<br><br>The Transfer Fee if assigning the Addendum will amount to \$10,000 multiplied times the number of Designated Territories being assigned.  |
| n | Franchisor's right of first refusal to acquire franchisee's business    | See Franchise Agreement | Same as under Franchise Agreement.   |
| o | Franchisor's option to purchase franchisee's business                   | See Franchise Agreement | Same as under Franchise Agreement.   |
| p | Death or disability of franchisee                                       | See Franchise Agreement | Same as under Franchise Agreement.   |
| q | Non-competition covenants during the term of the franchise              | See Franchise Agreement | Same as Franchise Agreement, with same geographic scope of in-term non-compete.  |
| r | Non- competition covenants after the franchise is terminated or expires | See Franchise Agreement | Same as Franchise Agreement and, per terms of the Addendum, the geographic scope of the covenant against competition will apply to each and every Designated Territory granted and identified in your Addendum.  |
| s | Modification of the agreement   | Section 9               | The terms of the Addendum may not be modified without separate agreement signed by both parties.   |
| t | Integration/merger clause   | Section 10              | Only the terms of the Addendum, FA and this Disclosure Document are binding (subject to state law). Any representations or promises outside of the Disclosure Document and this Agreement may not be enforceable. Nothing in this Agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document. |
| u | Dispute resolution by arbitration or mediation                          | See Franchise Agreement | The dispute resolution terms and conditions set forth in the Franchise Agreement shall also apply to any claim, cause of action or dispute arising out of or related to the Addendum.  |

|   |                 |                         |   |
|---|-----------------|-------------------------|---|
| v | Choice of forum | See Franchise Agreement | Similar to and except as provided for in the Franchise Agreement, any claims and causes of action arising out of the Addendum must be brought in the state or, if appropriate, federal court of general jurisdiction that is closest to our headquarters in Virginia (subject to applicable state law). |
| w | Choice of law   | See Franchise Agreement | The Addendum, like the Franchise Agreement, is governed by the laws of the Commonwealth of Virginia, without reference to this state's conflict of laws principles (subject to state law).  |

**ITEM 18  
PUBLIC FIGURES**

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

**ITEM 19  
FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to 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 our President, Mr. John Biagas, c/o 4Ever Charge Franchising, LLC, President, 627 36<sup>th</sup> Street, Newport News, Virginia 23607 or via telephone at (833) 346-5982, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20  
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1  
Systemwide Outlet Summary  
For Years 2022 to 2024**

| <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> |
|----------------------|-------------|---|---------------------------------------|-------------------|
| Franchised           | 2022        | 0                                       | 0                                     | 0                 |
|                      | 2023        | 0                                       | 0                                     | 0                 |
|                      | 2024        | 0                                       | 0                                     | 0                 |
| Company Owned        | 2022        | 0                                       | 0                                     | 0                 |
|                      | 2023        | 0                                       | 0                                     | 0                 |
|                      | 2024        | 0                                       | 0                                     | 0                 |
| <b>Total Outlets</b> | <b>2022</b> | <b>0</b>                                | <b>0</b>                              | <b>0</b>          |
|                      | <b>2023</b> | <b>0</b>                                | <b>0</b>                              | <b>0</b>          |
|                      | <b>2024</b> | <b>0</b>                                | <b>0</b>                              | <b>0</b>          |

**Table No. 2  
Transfers of Outlets from Franchisees to New Owners  
(other than the Franchisor)  
For Years 2022 to 2024**

|              | <b>Year</b> | <b>Number of Transfers</b> |
|--------------|-------------|----------------------------|
| <b>Total</b> | <b>2022</b> | <b>0</b>                   |
|              | <b>2023</b> | <b>0</b>                   |
|              | <b>2024</b> | <b>0</b>                   |

**Table No. 3  
Status of Franchised Outlets  
For Years 2022 to 2024**

|               | Year        | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of the Year |
|---------------|-------------|--------------------------|----------------|--------------|--------------|--------------------------|---------------------------------|----------------------------|
| <b>Totals</b> | <b>2022</b> | <b>0</b>                 | <b>0</b>       | <b>0</b>     | <b>0</b>     | <b>0</b>                 | <b>0</b>                        | <b>0</b>                   |
|               | <b>2023</b> | <b>0</b>                 | <b>0</b>       | <b>0</b>     | <b>0</b>     | <b>0</b>                 | <b>0</b>                        | <b>0</b>                   |
|               | <b>2024</b> | <b>0</b>                 | <b>0</b>       | <b>0</b>     | <b>0</b>     | <b>0</b>                 | <b>0</b>                        | <b>0</b>                   |

**Table No. 4  
Status of Company-Owned Outlets  
For Years 2022 to 2024**

|               | Year        | Outlets at Start of Year | Outlets Opened | Outlets Reacquired From Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of the Year |
|---------------|-------------|--------------------------|----------------|------------------------------------|----------------|----------------------------|----------------------------|
| <b>Totals</b> | <b>2022</b> | <b>0</b>                 | <b>0</b>       | <b>0</b>                           | <b>0</b>       | <b>0</b>                   | <b>0</b>                   |
|               | <b>2023</b> | <b>0</b>                 | <b>0</b>       | <b>0</b>                           | <b>0</b>       | <b>0</b>                   | <b>0</b>                   |
|               | <b>2024</b> | <b>0</b>                 | <b>0</b>       | <b>0</b>                           | <b>0</b>       | <b>0</b>                   | <b>0</b>                   |

**Table No. 5  
Projected Openings as of December 31, 2024**

| State        | Franchise Agreements Signed But Outlet Not Opened* | Projected New Franchised Outlet In The Next Fiscal Year | Projected New Company-Owned Outlet In the Next Fiscal Year (2024) |
|--------------|--|---|---|
| Virginia     | 0  | 0   | 1   |
| <b>Total</b> | <b>0</b>   | <b>0</b>  | <b>1</b>  |

*\*Please note that Franchisor has entered into a number of franchise agreement with new System franchisees after December 31, 2024 (and prior to 4/30/2024) that are not reflected in the above Chart due to the format prescribed by the federal Rule.*

In the future, Exhibit D to this Disclosure Document will contain a list of: (i) our current franchisees as of our past fiscal year end; and (ii) any franchisees who have had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the application date.

As we are a new franchise offering as of the Issue Date, however, please note that we did/do not have any System franchisees to disclose in Exhibit D as of December 31, 2024 (or Issue Date).

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. As a new franchise offering, we have not entered into an agreement with any System franchisee in the past three (3) fiscal years that would limit their ability to speak openly with you about their experience with us.

As of the Issue Date, we are not aware of any trademark specific franchisee organization associated with our system which is required to be disclosed in this item.

## **ITEM 21 FINANCIAL STATEMENTS**

Our fiscal year ends on or around December 31<sup>st</sup>. Attached as Exhibit C is our audited opening day balance sheet as of October 24, 2024, as well as our audited balance sheet as of December 31, 2024.

We have not been franchising for at least three (3) years and, as such, we cannot provide our audited financial statements that would otherwise be required in this Item.

## **ITEM 22 CONTRACTS**

We have attached the following contracts:

Exhibit A: Franchise Agreement (and Exhibits)

Exhibit B: Multi-Territory Addendum (and Exhibit)

Exhibit H: Sample Release Agreement (not signed at execution)

Exhibit J : State-Specific Addenda to FDD and Agreement(s) (if and as applicable)

## **ITEM 23 RECEIPTS**

The last two (2) pages of this disclosure document contain a receipt, in duplicate. The receipt is a detachable acknowledgement that you have received this franchise disclosure document. Both receipts should be signed and dated, and one copy should be returned to us. Please sign and date the receipts and return one copy to us and keep the other for your records.

You may return the signed and dated receipt either by mailing it to us or by emailing a copy of the signed and dated receipt to our President, Mr. John Biagas, at 627 36<sup>th</sup> Street, Newport News, Virginia 23607.

**EXHIBIT A TO THE 2025 FDD**  
**FRANCHISE AGREEMENT**

**4EVER CHARGE FRANCHISING, LLC**  
**FRANCHISE AGREEMENT**

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**4EVER CHARGE FRANCHISING, LLC  
FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (the “Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date,”) by and between: (i) 4Ever Charge Franchising, LLC, a Virginia limited liability company with its principal business address at 627 36<sup>th</sup> Street, Newport News, Virginia 23607 (the “Franchisor”); and (ii) \_\_\_\_\_, a (resident of) (corporation organized in) (limited liability company organized in) \_\_\_\_\_ with a business address at \_\_\_\_\_ (the “Franchisee”).

**BACKGROUND**

A. Franchisor and its affiliate/principals, as a result of the expenditure of time, skill, effort, and money, have developed and own a unique system (the “System”) related to the development, opening, and ongoing operation of a business (each, a “System Business”) that is authorized to provide the following services (collectively, the “Approved Services”):

(i) Acquire, market, offer, sell and/or otherwise distribute electric charging ports, stations and related equipment that is (a) designed for use in connection with charging and powering electric or hybrid vehicles, and (b) Franchisor designates and prescribes (collectively, the “Designated Equipment”);

(ii) Sell and arrange for the installation of the Designated Equipment to residential and/or commercial properties located within a given geographical area or "territory" (each, an "Authorized Property"), all pursuant to a form of services agreement (a “Services Agreement”) that is entered into with the owner and/or other controlling party of such properties (each, a “Client”);

(iii) Facilitate the installation of the Designated Equipment utilizing certain suppliers with whom Franchisor has established a relationship with respect to said equipment and the installation and placement services for the same (each, a “Designated Provider”), pursuant to and consistent with the terms of each Services Agreement negotiated with the Client at issue;

(iv) Provide and perform ongoing monitoring, maintenance and other ongoing customer service obligations to each Client in connection with the Designated Equipment placed at a given Authorized Property, either directly or in conjunction with one (1) or more Designated Providers, consistent with the ongoing obligations set forth in the governing form of Services Agreement; and

(v) Any other services that Franchisor determines to designate or approve in writing.

B. Franchisor’s System is comprised of various proprietary and, in some cases, distinguishing components and/or practices, including: (i) established relationships with the Designated Providers and certain other suppliers and providers that provide services relevant to the establishment, launch and ongoing operation of the Franchised Business (each, an “Approved Supplier”); (ii) methodology and procedures for the promotion, offer, sale and performance of the Approved Services; (iii) standards and specifications, as well as guidelines and recommendations, with regards to the form of Services Agreement and types of Designated Equipment that will be authorized as part of the Approved Services; (iv) various other standards, specifications, requirements and/or guidelines with regards to the establishment, launch and ongoing operation of the Franchised Business, including certain marketing collateral, sales and development of a System Business from a premises; (v) information regarding potential Authorized Properties relevant to the

provision of the Approved Services; (vi) standards and specifications for the furniture, fixtures and equipment, including computer hardware and system, that must be used in connection with an Franchised Business; (vi) Franchisor's confidential and proprietary operations manual and, at Franchisor's option, other instructional manuals that have been reduced to writing (collectively, the "Manual(s)"); and (vii) standards and specifications for advertising, bookkeeping, sales and other aspects of operating an Franchised Business.

C. The parties agree and acknowledge that Franchisor may change, improve, further develop, or otherwise modify the System from time to time as it deems appropriate in its discretion. Franchisee hereby acknowledges and agrees that: (i) while the System and Franchisor's related materials contain information that, in isolated form, could be construed as being in the public domain, they also contain significant proprietary and confidential information that makes the System unique as a whole; and (ii) the combined methods, information, procedures, and theories that make up the total System or are contained in the relevant manuals that are proprietary and confidential.

D. The System has and will continue to be identified by the service marks, trademarks, logos, trade dress and other indicia regarding source that Franchisor designates (collectively, the "Proprietary Marks"), which (i) currently includes the primary mark 4EVERCHARGE™, and (ii) Franchisor may modify, update, supplement or substitute in the future.

E. Franchisor is in the business of granting qualified individuals and entities a franchise for the right to independently own and operate a System Business that is authorized to utilize the Proprietary Marks and System at and from a location that Franchisor approves in writing.

F. Franchisee recognizes the benefits derived from being identified with Franchisor, appreciates and acknowledges the distinctive and valuable significance to the public of the System and the Proprietary Marks, and understands and acknowledges the importance of Franchisor's high and uniform standards of quality, appearance, and service to the value of the System.

G. Prior to entering into this Agreement, Franchisee has submitted a franchise application and has otherwise provided various information, representations, warranties to Franchisor based on Franchisee's desire to acquire the rights associated with independently own and operate a System Business as part of Franchisor's franchise network (a "Franchised Business").

H. Based upon the representations and other information provided by Franchisee in the Franchisee Application, Franchisor is willing to award Franchisee the right to own and operate a Franchised Business, subject to and in accordance with the terms and conditions set forth in this Agreement.

## **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

### **1. PREAMBLES, ACKNOWLEDGEMENTS AND REPRESENTATIONS OF FRANCHISEE**

A. Franchisee acknowledges and represents that Franchisor, itself or through any officer, director, member, manager, employee, or agent, has not made, and Franchisee has not received or relied upon, any oral, written, visual, express, or implied information,

representations, warranties, guarantees, or promises regarding the amount of sales levels or income Franchisee might expect to earn from the franchise granted hereby, except as set forth in the form of Franchise Disclosure Document that Franchisor disclosed to Franchisee prior to entering into this Agreement (the “Applicable FDD”).

- B. Franchisee acknowledges that: (i) the electronic vehicle charging industry is rapidly developing and increasingly competitive as of the date of this Agreement; and (ii) Franchisee’s success in connection with the franchise granted hereunder will be largely dependent upon Franchisee’s ability as an independent businessperson, including generating and converting potential Client leads and identifying potential and appropriate Authorized Properties within the Designated Territory, as well as working with Approved Suppliers to ensure that the Approved Services are performed in accordance with the terms of any Service Agreement that Franchisee determines to execute.
- C. Franchisee has consulted with Franchisee’s own advisors with respect to the legal, financial, and other aspects of this Agreement, the business franchised hereby, and the prospects for such business. Franchisee has consulted with such advisors or has deliberately declined to do so.
- D. Any written inquiries made to Franchisor by Franchisee pertaining to the nature of this franchise were answered in writing to the satisfaction of Franchisee.
- E. Franchisee has had the opportunity and adequate time to independently investigate, analyze, and construe both the franchise being offered hereunder and the terms and provisions of this Agreement utilizing the services of legal counsel, accountants, and other advisors (if Franchisee so elects).
- F. Any and all applications, financial statements, and representations submitted to Franchisor by Franchisee, whether oral or in writing, were complete and accurate when submitted and are complete and accurate as of the date of execution of this Agreement unless the same has been otherwise amended in writing. Franchisee states that he/she is not presently involved in any business activity that could be considered competitive in nature, unless heretofore disclosed to Franchisor in writing.
- G. Franchisee agrees not to contest, directly or indirectly, Franchisor’s ownership, title, right, or interest in its names or Proprietary Marks, trade secrets, methods, procedures, know-how, or advertising techniques which are part of Franchisor’s business, or contest Franchisor’s sole right to register, use, or license others to use such names or Proprietary Marks, trade secrets, methods, procedures, or techniques.
- H. Franchisee represents and warrants that Franchisee is not a party to or subject to any order or decree of any court or government agency which would limit or interfere in any way with the performance by Franchisee of the obligations under this Agreement and that Franchisee is not a party, and has not within the last ten (10) years been a party, to any litigation, bankruptcy, or legal proceedings other than those heretofore disclosed to Franchisor in writing.
- I. Franchisee agrees and acknowledges that it is solely responsible for ensuring that: (i) it acquires and maintains all business licenses, permits and approvals, including those related to the provision of any Approved Services, that are necessary to operate the Franchised

Business within the Designated Territory (defined below); and (ii) the Franchised Business is otherwise operated in full compliance with all federal, state and local laws and regulations where the Franchisee is located at all times during the term of this Agreement. Franchisee specifically agrees and acknowledges that it will determine whether or not any type of contractor license or similar license/certification is needed to conduct the Franchised Business and, if such a license is required, Franchisee will obtain such license/certification prior to operating the Franchised Business in any manner. Franchisor shall have no liability in the event the development or operation of the Franchised Business violates any law, ordinance or regulation.

- J. Franchisee agrees and acknowledges that: (i) Franchisor may enter into franchise agreements with other franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Agreement, including without limitation, franchise agreements for the operation of an Franchised Business; and (ii) the existence of different forms of agreement and the fact that Franchisor and other franchisees may have different rights and obligations does not affect the parties' duty to comply with the terms of this Agreement.
- K. The parties agree and acknowledge that all provisions and information set forth in the "Background" portion of this Agreement above, including all definitions and representations set forth therein, are hereby incorporated by reference as if fully set forth herein.
- L. Franchisee agrees and acknowledges as follows: (i) Franchisee will have sole authority and control over the day-to-day operations of the Franchised Business and Franchisee's employees and/or independent contractors. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time.; (ii) at no time will Franchisee or Franchisee's employees be deemed to be employees of Franchisor or Franchisor's affiliates; and (iii) either this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractor, nor vice versa.

## 2. **GRANT OF FRANCHISE**

- A. **Grant of Franchise.** Franchisor hereby grants Franchisee, subject to the terms, conditions, and obligations of this Agreement, a non-exclusive right and license to use the Proprietary Marks and receive the other benefits of the System in connection with the establishment and operation of the Franchised Business within the Designated Territory, as detailed more fully below in this Section and in accordance with the terms of this Agreement.
- B. **Approved Premises.** Franchisee understands and acknowledges that Franchisor's standard franchise offering expects that Franchisee will operate the Franchised Business from a home office or other existing premises that has: (i) a dedicated space from which Franchisee can perform marketing, sales and other back-office functions; (ii) a dedicated space where Franchisee can store and/or warehouse the initial and ongoing stock of Designated Equipment required by this Agreement until such time that said equipment is being placed at one (1) or more Authorized Properties within the Designated Territory; and

(iii) otherwise satisfies any criteria that Franchisor prescribes in the Manuals or otherwise in writing (collectively, the “Site Criteria”).

1. In the event Franchisee has a “home office” and/or other site that satisfies the Site Criteria, then that location will be set forth as the approved site for the Franchised Business (the “Premises”) in the Data Sheet attached to this Agreement as Exhibit A (the “Data Sheet”) at the time this Agreement is executed.
2. If Franchisee does not have a site located within the Designated Territory (as defined below) that meets Franchisor’s then-current Site Criteria, then Franchisee must propose and secure a site the Franchisor approves in writing and designates in the Data Sheet prior to the launch of the Franchised Business.
3. The parties understand and acknowledge that, until such time that Franchisee determines to lease a third-party premises once it has been operating for a period of six (6) or more months, Franchisor does not expect to provide any Site Criteria or related guidelines or directives in connection with the Premises.

C. **Designated Territory.**

1. The geographical area wherein Franchisee may market, promote, service prospective Client Properties and otherwise operate the Franchised Business will be described, by map or otherwise, in the Data Sheet at the time this Agreement is executed (the “Designated Territory”).
2. During the term of this Agreement and subject to the reserved rights detailed in Sections 2(D) and 2(E) below, Franchisor agrees that it will not launch or operate, or license any third party the right to provide the Approved Services, via any other System Business utilizing the Proprietary Marks within the Designated Territory.
3. If and as applicable, the parties agree and acknowledge that Franchisee’s rights, obligations and covenants under this Agreement shall apply to any additional territorial rights that Franchisee is granted in connection with the Franchised Business if and as set forth in a separate form of multi-territory addendum that Franchisee executes contemporaneous or otherwise in connection with this Agreement (a “Multi-Territory Addendum”). Absent such a Multi-Territory Addendum, Franchisee’s territorial and/or other franchise rights shall be limited to those set forth in the single Designated Territory set forth in the Data Sheet.

- D. **Reservation of Rights.** Notwithstanding anything contained in this Agreement, Franchisor and its affiliates hereby reserve the exclusive right to: (i) own and operate franchised businesses at any location(s) outside of the Designated Territory under the Proprietary Marks, or to license others the right to own and operate System Businesses under the Proprietary Marks, in any geographical location outside the Designated Territory; (ii) the right to own and operate business concept(s) under different marks at any location(s) inside or outside of the Designated Territory, or license to others the right to own and operate such businesses, under different marks at any location(s) inside or outside of the Designated Territory; (iii) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including the sale of the Approved Products in wholesale and retail stores, via the Internet, and through mail order catalog, without regard to location; and (iv) use the

Proprietary Marks and System, and license others to use the Marks and System to engage in any other activities not expressly prohibited in this Agreement.

E. **Rights Not Granted.** Franchisee acknowledges and agrees that this Agreement does not grant Franchisee any right or option to open any additional Franchised Businesses nor does this Agreement provide Franchisee with any right to sub-license or sub-franchise any of the rights granted hereunder. Franchisee may not use the Proprietary Marks or System for any purpose other than promoting and operating the Franchised Business at the Premises and within the Designated Territory. Franchisor will have sole discretion as to whether it decides to grant Franchisee the right to open any additional Franchised Businesses, each of which will be governed by a separate form of Franchisor's then-current franchise agreement.

F. **Approved Vehicle; Process of Approval of Existing Vehicle(s) Prior to Launch.**

1. Franchisee must have at least one (1) vehicle that Franchisor approves for use in connection with all recruiting, sales and other activities where Franchisee is interacting with a potential or existing Client directly (an "Approved Vehicle"), subject to the approval process and criteria set forth below in Section 2(E)(2) of this Agreement; and (iii) Franchisor must approve each Approved Vehicle in writing before Franchisee utilizes the same in connection with the Franchised Business.
2. Provided Franchisee (a) has a vehicle that is in good working condition, (b) Franchisee proposes that vehicle to Franchisor in writing prior to launching the Franchised Business, and (c) Franchisor determines that said vehicle is reasonably presentable and appropriate for purposes of interacting with prospective and/or current clientele (each, an "Existing Vehicle"), then: (i) Franchisor will not unreasonably withhold its approval of such Existing Vehicle for use in connection with the Franchised Business prior to the initial launch of the Franchised Business; and (ii) all references to the "Approved Vehicle" in this Agreement shall mean said Existing Vehicle(s) for so long as they meet the criteria set forth in this subsection and Franchisor's then-current Manuals.
3. Once Franchisee has been open and operating for a period of at least three (3) years, Franchisor shall have the right to require Franchisee to undertake the steps necessary to acquire and utilize a vehicle wrap, magnetic signage and/or comparable branding that Franchisor (a) designates in the Manuals, and (b) notifies Franchisee with at least 60 days prior written notice of, via said Manuals (the "Vehicle Signage").
4. In the event Franchisor determines to update its Vehicle Signage and require System franchisees to adopt the same, Franchisor will not require such a change be made in connection with an existing Approved Vehicle until at least 12 months from the date Franchisor implements and conveys such an update in its Manuals or otherwise in writing.

G. **Modification of System.** Franchisor reserves the right to supplement, revise or otherwise modify the System or any aspect/component thereof, and Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification or change and make such reasonable expenditures as may be necessary to comply with any change that Franchisor makes to the System. Any change or modification that Franchisor makes to the System will not materially alter Franchisee's fundamental rights under this Agreement.

Moreover, Franchisor will provide Franchisee with a reasonable amount of time to comply with any change or modification to the System once Franchisee has been notified of such change/modification in writing (via the Manuals or otherwise).

### 3. TERM AND RENEWAL

- A. **Term.** Unless previously terminated pursuant to this Agreement, the term of this Agreement shall be for a period of ten (10) years (“Initial Term”) commencing as of the Effective Date.
- B. **Renewal.** Franchisee may submit a request to renew this Agreement for up to two (2) additional, consecutive terms of ten (10) years each, and must provide each request to renew no less than six (6) months and no more than twelve (12) months prior to the end of the then-current term. Failure to provide such notice to Franchisor will be deemed an indication that Franchisee does not wish to renew the franchise relationship. Franchisor shall not unreasonably withhold its approval of such requests for renewal, provided Franchisee complies with the following conditions:
1. Franchisee must not have: (i) any uncured material defaults under this Agreement (including any monetary defaults) or any other agreement between Franchisee and Franchisor or the landlord of the Premises, either at time of Franchisee’s renewal request or at the time of renewal; and (ii) received more than three (3) separate, written notices of material default from Franchisor with respect to this Agreement in the 12-month period preceding the renewal request date or renewal date.
  2. Franchisee must execute Franchisor’s then-current form of franchise agreement, which may contain materially different terms and conditions from those contained in this Agreement, within thirty (30) days of the date Franchisee is provided with Franchisor’s then-current form of franchise agreement.
  3. Franchisee pays Franchisor a renewal fee amounting to \$5,000 prior to Franchisor entering into the renewal form of franchise agreement described in Section 3(B)(2) above, with the agreement and understanding that Franchisee will not be required to pay an additional Initial Franchisee Fee (as defined in Section 4) upon renewal.
  4. At Franchisor’s option, Franchisee and/or its Designated Manager (as defined in this Agreement and if applicable) attends a prescribed refresher training course at least thirty (30) days before the expiration of the then-current term of this Agreement. Franchisee will be responsible for all expenses incurred in connection with attending this refresher training.
  5. Franchisee executes a general release under seal, in a form satisfactory to Franchisor, of any and all claims it may have against Franchisor and its officers, directors, shareholders, and employees in their corporate and individual capacities, including without limitation, all claims arising under any federal, state, or local law, rule or other ordinance.
  6. Franchisee must have participated in and supported the training procedures, purchasing, marketing, advertising, promotional, and other operational and training programs recommended or provided by Franchisor to the satisfaction of Franchisor.
  7. Franchisee agrees, at its sole cost and expense, to re-image, renovate, refurbish, and

modernize any Approved Vehicle(s) (defined herein) and/or Premises within the time frame required by Franchisor, including the design, equipment, signage, interior and exterior, displays, inventory assortment and depth, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies, and other products and materials, as necessary to meet Franchisor's then-current System standards, specifications, and design criteria for a newly opened Franchised Business.

#### 4. **FEES AND PAYMENTS**

A. **Initial and Ongoing Primary Fees.** In consideration of the rights and license granted herein, Franchisee agrees and acknowledges that it must pay the following amounts to Franchisor or, as noted below, Franchisor's designated supplier:

1. *Initial Franchise Fee.* Upon execution of this Agreement, Franchisee must pay Franchisor an initial franchise fee amounting to \$59,500 (the "Initial Franchise Fee"), which fee shall be deemed fully earned and non-refundable under any circumstances upon payment.
2. *Initial and Ongoing Minimum Equipment Stock.*
  - a. Within 30 days of signing this Agreement, Franchisee shall and must order and purchase an initial stock of electronic vehicle chargers and/or other Designated Equipment comprised of at a minimum of five (5) Level 2 Chargers, along with any ancillary equipment and supplies designated in the Manuals, from Franchisor's then-current Approved Supplier (the "Minimum Equipment Stock").
  - b. Franchisee must ensure that, regardless of the number of Client Projects it has underway or in the pipeline, that Franchisee retains the Minimum Equipment Stock on-site at the Premises throughout the term of this Agreement.
  - c. Franchisee's failure to timely place and pay for this initial stock of Designated Equipment shall constitute a material monetary default under this Agreement and grounds for termination if not timely cured.
3. *Definition of Gross Sales.*
  - a. In addition to initial purchase of Designated Equipment above, Franchisee will be required to remit recurring fees and/or other amounts to Franchised based on the gross revenue and sales generated by the Franchised Business over the preceding reporting and payment period, as detailed more fully below in this Section.
  - b. For purposes of this Agreement, "Gross Sales" include all: (a) the gross receipts generated by all Designated Equipment that is subject to a Services Agreement with Franchisee, and (b) any and all other sales, revenue and/or amounts that Franchisee derives under each Services Agreement, including any amounts paid to Franchisee by the Client in connection with the acquisition, installation and/or other placement of the Designated Equipment at any Authorized Property, and (c) any business interruption

- insurance proceeds received from Franchisee's insurance provider.
- c. The term "Gross Sales" from customers will not include any sales tax or comparable taxes that are collected and submitted by Franchisee for the transmittal to the appropriate taxing authority.
  - d. In computing the Gross Sales, the Franchisee shall be permitted to deduct the amount of cash refunds to, and coupons used by customers at or prior to the time the customer has paid the full balance owed to Franchisee, provided such amounts have been included in sales.
  - e. In the event Franchisee determines to participate in any kind of marketing program involving any kind of discount with respect to the sale, installation and/or placement of the Designated Equipment – which must be proposed to and approved by Franchisor in writing prior to Gross Sales will include the full retail value of the goods or services rendered to the customer before any discounts or commission.
4. *Royalty Fee.* Once the Franchised Business is open and operating (and/or required to be open and operating under this Agreement), Franchisee will pay Franchisor a continuing monthly royalty fee (the "Royalty Fee") in the amount equal to the greater of: (i) seven percent (7%) of the cumulative Gross Sales of the Franchised Business as defined above, including the gross receipts generated by any Designated Equipment; and (ii) a minimum royalty amounting to \$500/month (the "Minimum Royalty Fee").
  5. *Fund Contribution.* Franchisor has established a System-wide marketing and technology fund (the "Fund"). Franchisor may require Franchisee to contribute an amount equal to up to three percent (3%) of the Gross Sales generated by the Franchised Business during the preceding reporting period/interval.
  6. *Technology Fee.* Franchisee must remit Franchisor's then-current technology fee (the "Technology Fee") to Franchisor and/or its Approved Supplier for technology services that Franchisor determines to associate and provide/license as part of the franchise system, with the understanding that said Technology Fee will be designated, updated and/or modified as Franchisor determines appropriate, via the Manual(s) or otherwise in writing.
  7. *Other Amounts.* The other amounts detailed in this Agreement that Franchisee will be required to expend on: (a) the local marketing, advertising and promotion of the Franchised Business and Designated Equipment and Approved Services within the Designated Territory (the "Local Marketing Requirement" or "LMR"), as detailed more fully in Section 9 of this Agreement; (b) training/tuition fees; (c) evaluation costs; (d) ongoing software licensing fees for software that Franchisor designates for use in connection with the Franchised Business; and (e) marketing materials, inventory and/or other supplies that must be purchased on an ongoing basis in accordance with Franchisor's System standards and specifications; and (f) any Designated Equipment, installation/placement services in connection with an Authorized Property and/or other fees payable to any Approved Supplier or other third-party in connection with the provision of the Approved Services and/or other operation of the Franchised Business.

8. *Approved Suppliers; Required Items.* Franchisor may designate and/or approve itself, any affiliate and/or third-party as the supplier and/or provider (each, an “Approved Supplier”) of any product, service or other item that Franchisee will be required to acquire, lease, license and/or otherwise use in connection with the Franchised Business (collectively, the “Required Items”), which may be set forth and updated or otherwise modified in the Manual(s) or otherwise in writing.
- B. **Method of Payment; Bank Accounts.** Except as otherwise set forth in Franchisor’s Manuals or gross receipts collected and subsequently remitted to appropriate parties by the Approved Supplier of the Designated Equipment, Franchisee shall pay all fees and other amounts due to Franchisor and/or its affiliates under this Agreement through an electronic funds transfer program (the “EFT Program”), under which Franchisor automatically deducts all payments owed to Franchisor under this Agreement, or any other agreement between Franchisee and Franchisor or its affiliates, from the bank account Franchisee provides to Franchisor for use in connection with EFT Program (the “EFT Account”). Upon Franchisor’s written request, Franchisee must make all such payments described in this Section by bank or certified check.
- C. **Access to Computer System.** Franchisor may, without notice to Franchisee, have the right to independently and remotely access any proprietary software program and the computer system that Franchisee is required to use in connection with the Franchised Business or will be required to use in the future (the “Computer System”), via the Internet other electronic means, in order to obtain any financial and/or Client information that is related to the operation of the Franchised Business, including without limitation, Gross Sales and Client contact and property information. Franchisee must obtain and use the Computer System hardware, software and other components that Franchisor prescribed for use in connection with the Franchised Business, and utilize and participate in any intranet/extranet that Franchisor establishes in connection with the System. Franchisee hereby consents to Franchisor using and disclosing to third parties (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by Franchisor or disclosed to Franchisor in accordance with this Agreement.
- D. **Operational Reports; Right to Modify Payment Interval.**
1. Franchisee shall provide Franchisor with the following reports and information, all of which must be certified as true and correct by Franchisee and in the form and manner prescribed by Franchisor: (i) a signed Gross Sales report no later than noon on Monday of each week for Gross Sales generated during the immediately preceding week detailing the information from the preceding week, including (a) Gross Sales of the Franchised Business, (b) Franchisee’s calculated Royalty Fee, (c) Fund Contributions (if applicable), (d) advertising and/or marketing cooperative contributions (if applicable), and such evidence that Franchisee has made its local advertising expenditures required by Franchisor under this Agreement, the Manual, policy, or otherwise in writing;; (ii) on or before the twentieth (20<sup>th</sup>) of each month, an unaudited profit and loss statement for the Franchised Business for the preceding

calendar month; (iii) within sixty (60) days of each calendar quarter, an unaudited balance sheet reflecting the financial position of the Franchised Business as of the end of that calendar quarter; (iv) within sixty (60) days of Franchisor's request, a financial statement that details the total assets and liabilities of the Franchised Business (and, if appropriate Franchisee and personal guarantors under this Agreement); (v) within sixty (60) days after the close of each fiscal year of Franchisee, financial statements which must include a statement of income and retained earnings, a statement of changes in financial position, and a balance sheet of the Franchised Business, all as of the end of such fiscal year; and (vi) any other financial information or performance metrics of the Franchised Business that Franchisor may reasonably request.

2. The parties agree and acknowledge that Franchisor may modify the interval at which it collects Franchisee's Royalty Fee, Fund Contribution and other recurring fees under this Agreement upon written notice (i.e., Franchisor may provide Franchisee with notice that it will be collecting these fees on a weekly rather than monthly basis). In such event, Franchisee's reporting obligations may also be modified by Franchisor accordingly.
3. Franchisee hereby grants Franchisor permission to report and distribute Franchisee's gross sales, gross sales mix, cost of material and labor and other certain expenses to other prospective and/or existing franchisees of Franchisor with such additional information as Franchisor may deem appropriate, including the identification of Franchisee, the location of Franchisee's franchised premises, and such other information as may make the gross sales/gross sales mix information a useful business aid to Franchisee and other franchisees of Franchisor. Franchisee will save and hold harmless Franchisor against and from any and all claims, liabilities, or suits resulting from or in connection with any acts or omission of Franchisor in the aforementioned reporting of sales.

- E. **Late Payments.** If any payment due under this Agreement is not received by Franchisor by the scheduled date due, Franchisee shall be in default under this Agreement. If any payment is overdue, Franchisee shall pay interest to the Franchisor, in addition to the overdue amount, at the highest rate permitted by the laws of the state where the Franchised Business is located, beginning from the date of non-payment or underpayment, until paid. Entitlement to collect such interest shall be in addition to any and all other remedies Franchisor may have.
- F. **Taxes Owed by Franchisee.** No payments to be made to Franchisor by Franchisee, whether for royalties, advertising, merchandise, special programs, or otherwise, may be reduced on account of the imposition by any federal, state, or local authority of any tax, charge, or assessment, or by any claim Franchisee may have against Franchisor. All taxes, charges, or assessments shall be paid by Franchisee to the taxing authorities when due, in addition to the amounts due to Franchisor, including, but not limited to, all required lodging taxes.
- G. **Impact of Inability to Operate Franchised Business.** If Franchisee is unable to operate the Franchised Business due to damage or loss to the Premises and/or the Approved Vehicle(s) and any equipment located thereon caused or created by a casualty, act of God, condemnation, or other condition over which Franchisee has no control, then Franchisor will waive the Royalty Fee due under this Agreement for a period of time that Franchisor reasonably determines is necessary for the Franchised Business to repair the damage/loss

to the Premises and resume operations (or relocate the Franchised Business to a different location within the Designated Territory), with said waiver period not to exceed ninety (90) days commencing from the date Franchisee gives Franchisor notice of the damage or loss.

## 5. **DUTIES OF FRANCHISOR**

### A. **Initial Training.**

1. Franchisor will provide (a) its initial training program (the “Initial Training Program”) to Franchisee (or its operating principal if Franchisee is an entity) and, if applicable, the individual that Franchisee has designated and Franchisor has approved to handle the day-to-day management of the Franchised Business (as applicable, a “Designated Manager”), and (b) the appropriate installation and other components of the Initial Training Program to each additional individual that Franchisee expects or intends to engage as an Applicable Installer that will be authorized to provide certain Approved Services and Approved Products through the Franchised Business.
2. Franchisor will not charge any tuition or its then-current training fee to provide the Initial Training Program or appropriate components thereof to the foregoing individuals, provided all individuals attend such training at the same time as the Franchisee prior to opening the Franchised Business. The parties agree and acknowledge that: (i) certain portions of the Initial Training Program will be provided by Franchisor remotely via video conferencing, telephone calls, live and/or pre-recorded webinar and/or other online learning management system/technology, which will be provided in weekly or bi-weekly modules for participation and completion; (ii) any portion of the Initial Training Program that Franchisor requires Franchisee and up to three (3) additional trainees to attend at the Franchisor’s headquarters or other designated training facility for a period of between one (1) and two (2) calendar days (the “Corporate Visit”); and/or (iii) any on-site visit that Franchisor makes to the Premises and/or Designated Territory at or around the time the contemplated launch of the Franchised Business, if and as Franchisor determines appropriate in its discretion (if applicable, an “On-Site Visit”). to provide any additional support, assistance and guidance that Franchisor determines
3. Franchisee shall bear all its costs and expenses incurred by Franchisee and all other trainees in connection with completing each component of the Initial Training Program, including without limitation, travel, lodging, meals, local transportation and wages for any personnel.
4. Franchisor will also provide the Initial Training Program or appropriate portions thereof to any replacement personnel that will serve as a Designated Manager and/or an Applicable Installer of the Franchised Business, provided Franchisee pays Franchisor’s then-current training fee for such initial training (as well as any costs and expenses incurred) and subject to the schedule and availability of Franchisor’s training staff.
5. The parties agree and acknowledge that: (i) Franchisee must satisfy the training pre-conditions set forth in Section 6(N) of this Agreement (the “Training Pre-Conditions”) before Franchisee or any of its personnel can (a) participate in any Corporate Visit and/or Discretionary On-Site Visit, or (b) enter into any Services Agreement to provide Approved Services within the Designated Territory; and (ii)

upon completion of the Initial Training Program and/or any appropriate components thereof, Franchisee or the individual that completed such training may be required to sign an acknowledgement that it received such training from Franchisor consistent with this Agreement.

**B. Additional and Refresher Training.**

1. *Required Additional Training.* Franchisor may, as it deems appropriate in its discretion, develop additional and refresher training courses, and require Franchisee, its Designated Manager (if applicable) and any of its sales personnel to attend up to five (5) days of additional and/or refresher training per calendar year, whether provided remotely or on-site at the Franchisor's headquarters or designated corporate training location (collectively, the "Additional Training").
  - i. Franchisor will not require Franchisee to pay its then-current training fee in connection with any Additional Training that Franchisor requires under this Section.
  - ii. Franchisee will be responsible for the costs and expenses incurred in connection with Franchisee and its designated personnel attending such training, which may take place at a training facility that Franchisor designates.
2. *Requested Additional Training and/or On-Site Assistance.* Franchisor may also provide Additional Training or other on-site assistance at Franchisee's reasonable written request, subject to: (i) the schedule and availability of Franchisor's training personnel; and (ii) Franchisee paying Franchisor's then-current training fee for each trainer that is provided in connection with the requested Additional Training, as well as Franchisee covering the costs and expenses that such personnel incur in providing such training. Franchisor will provide Additional Training under this Section as it deems appropriate in its discretion.
3. *Remedial Training.* Franchisor may require Franchisee to attend up to five (5) days of remedial training that Franchisor reasonably determines Franchisee and appropriate personnel must undertake in response to (a) the failure of Franchisee or any other required personnel to sufficiently complete the Initial Training Program or any type of Additional Training that Franchisor requires under Section 5(B)(1) above, or (b) Franchisee's failure to operate the Franchised Business in accordance with the terms of the Franchise Agreement after Franchisor has provided Franchisee with written notice of such failure (each, an instance of "Remedial Training"). Franchisor reserves the right to charge its then-current training fee for any Remedial Training that is provided to Franchisee and/or its personnel at any location. Franchisee must cover the costs and expenses incurred by Franchisor and its personnel in providing such Remedial Training if such training is provided at a location other than Franchisor's headquarters.

- C. Manuals.** Franchisor will provide access to, or otherwise loan, Franchisee one (1) copy of the Manuals prior to the opening of the Franchised Business. Franchisor will also loan Franchisee a list of: (i) all furniture, fixtures, equipment, inventory, supplies and other items that Franchisee is required to purchase or lease in connection with the establishment and ongoing operation of the Franchised Business (collectively, the "Required Items"); (ii) a list of all suppliers from which Franchisee must purchase or lease any Required Items,

which may be Franchisor or its affiliates (collectively, the “Approved Suppliers”); and (iii) a list of the Approved Products and Approved Services that Franchisee is authorized to offer, sell or provide at and from the Franchised Business, including membership programs and services. The foregoing lists may be provided as part of the Manuals or otherwise in writing prior to opening, and Franchisor has the right to revise, supplement or otherwise modify these lists and the Manuals at any time upon written notice to Franchisee. Franchisor may also establish and maintain a website portal or other intranet for use by Franchisee and other Franchised Business owners (the “System Portal”), wherein Franchisor may post content that will automatically become part of, and constitute a supplement to, the Manuals, all of which Franchisee must strictly comply with promptly after such content is posted or otherwise listed on the System Portal. In the event Franchisee or its personnel saves or prints out a hard copy of any Manual, then such electronic/hard versions of said Manuals must be immediately returned upon expiration or termination of this Agreement for any reason (and never used for any competitive purpose). The provisions of this Section shall survive the term of this Agreement

- D. **Site Selection Review and Approval.** In the event the Premises has not approved and set forth in the Data Sheet at the time his Agreement is executed, following execution of this Agreement, Franchisor will: (i) provide Franchisee with basic site selection criteria that Franchisor establishes for a third-party premises of an Franchised Business, if any(ii) review and evaluate any site relocation proposals from Franchisee; and (iii) approve or reject such site selection proposals within 30 days of the date Franchisee provides Franchisor with all reasonably-requested information that Franchisor requests in connection with a given site proposal. The parties agree and acknowledge, however, that Franchisor’s approval or any given site does not constitute a guarantee or other representation that the Franchised Business will succeed or otherwise perform at a certain level at that location. Once Franchisor and Franchisee determine a Premises, Franchisor must then also approve of the lease for the Premises (the “Lease”) or purchase agreement for the Premises, prior to Franchisee entering into any such agreement for that location to serve as the Premises of the Franchised Business. Franchisor may condition its approval of any Lease for the proposed Premises on the landlord’s execution of Franchisor’s form of Consent and Agreement of Landlord attached to this Agreement at Exhibit C. Franchisor will use reasonable efforts to review and approve of any proposed Premises location and corresponding Lease within thirty (30) days of receiving all reasonably requested information from Franchisee.
- E. **Initial Marketing Spend - Assistance and/or Directives.** Franchisor may assist Franchisee, as it deems appropriate in its discretion, in developing and conducting the Initial Marketing Spend (as defined and described more fully in Section 9 of this Agreement), which program will be conducted at Franchisee’s expense.
- F. **Continuing Assistance.**
1. Franchisor may, as it deems appropriate and advisable in its sole discretion, provide continuing advisory assistance in the operation of the Franchised Business. Franchisor’s determination not to provide any particular service, either initial or continuing, shall not excuse Franchisee from any of its obligations under this Agreement.
  2. Franchisor may provide such assistance via ZOOM®, SKYPE®, TEAMS® or comparable online channel, as well as via the System Portal, telephone, email or other communication channel that Franchisor determines appropriate.

3. In the event Franchisee requests that Franchisor provide any type of assistance or training on-site at the Franchised Business, then Franchisee may be required to pay Franchisor's then-current training tuition fee in connection with such training (in addition to reimbursing Franchisor for any costs/expenses that Franchisor's personnel incurs in connection with providing such assistance).
- G. **Review of Advertising Materials.** Franchisor will review and approve/reject any advertising or marketing materials proposed by Franchisee in connection with the Franchised Business as described more fully in Section 9 of this Agreement.
- H. **Website.** For so long as Franchisor has an active website containing content designed to promote the Franchisor's brand, System and Proprietary Marks (collectively, the "Website"), Franchisor will list the contact information of the Franchised Business on this Website, provided Franchisee is not in material default under this Agreement, as detailed more fully in this Agreement and/or the Manual(s) in the future.
- I. **Email Address(es).** Franchisor will provide Franchisee with at least one (1) email address that contains one (1) of the Proprietary Mark(s), which: (i) Franchisee is required to use in connection with the Franchised Business; and (ii) must be the only email addresses used in connection with the Franchised Business.
- J. **Branded and Private-Label Products.** Franchisor may directly, or indirectly through Franchisor's affiliates or designated vendors, develop and provide Franchisee with private label products or other merchandise bearing the Proprietary Marks to be used by Franchisee and/or offered and sold by Franchisee as part of the Approved Services that are provided at the Franchised Business. Franchisee may be required to purchase these items from Franchisor or any other Approved Supplier that Franchisor designates.
- K. **Inspections of the Premises and Approved Vehicles.** Franchisor will, as it deems appropriate in its sole discretion, conduct inspections and/or audits of the Franchised Business and, upon 48 hours' notice, of the Premises and/or Approved Vehicles to ensure that Franchisee is operating its Franchised Business in compliance with the terms of this Agreement, the Manuals and the System standards and specifications. Such inspections may include: (i) inspections of the Premises and/or Approved Vehicles and inspecting any and all books and records; (ii) conducting mystery shop services and/or inspections designed to evaluate the Approved Products and Approved Services provided by the Franchised Business and any pre-sale activities involved with the same. Inspections of the Premises and/or Approved Vehicles will only occur during normal business hours and, with respect to the Premises, will only involve the physical area that is specifically devoted to the Franchised Business. Franchisee is solely responsible for ensuring that the Franchised Business is being operated in compliance with all applicable laws and regulations.
- L. **Administration of Fund.** Franchisor will administer the Fund as it deems advisable to the System in its sole discretion as described more fully in Section 9 of this Agreement.
- M. **No Assumption of Liability.** Franchisor shall not, by virtue of any approvals or advice provided to the Franchisee under this Agreement, including site approval or other approval provided under this Section 5, assume any responsibility or liability to Franchisee or to any third party to which it would not otherwise be responsible or liable. Franchisee

acknowledges that any assistance (including site selection and project oversight) provided by Franchisor or its designee in relation to the selection or development of the Premises is only for the purpose of determining compliance with System standards and does not constitute a representation, warranty, or guarantee, express, implied or collateral, regarding the choice and location of the Premises, that the development of the Premises is free of error, nor that the Franchised Business is likely to achieve any level of volume, profit or success.

- N. **Pre-Opening Obligations Acknowledgement.** If Franchisee believes Franchisor has failed to provide adequate pre-opening services as provided in this Agreement, Franchisee shall notify Franchisor in writing within sixty (60) days following the opening of the Franchised Business. Absent such notice to Franchisor, Franchisee acknowledges, agrees and grants that Franchisor fully complied with all of its pre-opening and opening obligations set forth in this Agreement.
- O. **Annual Conference.** Franchisor may establish and conduct an annual conference for all franchise owners and may require Franchisee (or, if applicable, its Designated Manager) to attend this conference, but for no more than five (5) days each year. Franchisee will be solely responsible for all expenses incurred in attending the annual conference (including any employee wages), and Franchisor reserves the right to require Franchisee to pay Franchisor its then-current convention contribution fee prior to attending.
- P. **Call Center.** Franchisor reserves the right, but is under no obligation, to establish a System-wide call center (the “Call Center”). If Franchisor or its designee does so, Franchisee will have the right to participate, provided Franchisee pays the then-current rate charged by Franchisor or Franchisor’s Approved Supplier for call center services.
- Q. **Delegation of Duties.** Franchisee acknowledges and agrees that any designee, employee, or agent of Franchisor may perform any duty or obligation imposed on Franchisor by the Agreement, as Franchisor may direct.

## 6. **DUTIES OF FRANCHISEE**

- A. **Securing a Premises.** In the event Franchisee is not in position to propose a site that Franchisor accepts as a Premises upon signing, then Franchisee will be required to secure the rights associated with acquiring such a site that Franchisor approves as the Premises for the Franchised Business within 90 days of the execution of this Agreement
- B. **Lease.** As a condition to approving any third-party premises as a Premises, Franchisor may require that the lease governing the Premises (the “Lease”) contains the following provisions:
  - 1. The right by Franchisor to assume and take over the Lease upon any expiration or termination or the Lease;
  - 2. The landlord under said Lease (the “Landlord”) provides Franchisor with a written notice of Franchisee’s default or deficiency under said Lease at the same time that such notice is sent to the Franchisee;
  - 3. Landlord affords Franchisor a period of 30 days from the date Franchisor receives the foregoing notice of default from Franchisor to cure;
  - 4. The right by Franchisee to displays Proprietary Marks in accordance with the specifications required by the Manuals, subject only to provisions of applicable law where the Premises is located;

5. The Premises may and must only be used for purposes of operating the Franchised Business under the Lease;
6. Restrictive language prohibiting the Franchisee and/or Landlord from modifying the business and/or other primary terms of the Lease without (a) notifying Franchisor of the changes in writing, and (b) Franchisor approving the same.

The parties agree and acknowledge that: (i) the provisions above are set forth in the form of Lease addendum set forth in Exhibit C to this Agreement (the “Lease Addendum”); and (ii) Franchisee must take all reasonable steps necessary to facilitate the assignment of the Lease, if and when Franchisor has the right to assume and take over the same, from Franchisee to Franchisor (or its designated operating affiliate) in the event the Lease is subject to termination and/or expiration due to Franchisee’s default under said Lease and/or this Agreement.

**C. Opening Timeline for Franchised Business.**

1. Franchisee must successfully launch operations of, and otherwise, open the Franchised Business to the public no later than six (6) months from the date this Agreement is executed.
2. If Franchisee fails to open the Franchised Business for operation within the prescribed period (or, if applicable, within any extended period of time Franchisor approves in writing), Franchisor may terminate this Agreement immediately upon written notice to Franchisee.
3. The parties further agree and acknowledge that if Franchisee is opening and operating the Franchised Business pursuant to its development obligations under an “Area Development Agreement” that Franchisee (or its affiliate) has entered into with Franchisor (an “ADA”), then that ADA will control the timeline for opening and operating the Franchised Business in the event there is an inconsistency between the ADA and this Agreement. In such event, Franchisee must open and commence operations of the Franchised Business within the time period prescribed in the development schedule set forth in the ADA (regardless of when Franchisee executes this Agreement).

**D. Licenses and Permits for Franchised Business.** Prior to opening, Franchisee must obtain and maintain (throughout the term of this Agreement) all required licenses, permits and approvals necessary to: (i) offer, sell and perform the Approved Services via the Designated Provider(s) and other Approved Suppliers within the Designated Territory; and (ii) with regards to any direct installation or placement services by Franchisee, the provision of said services directly (including satisfaction of any electrician qualifications and/or certifications) within the Designated Territory.

**E. Use of Service Agreement(s).** The parties agree and acknowledge that:

1. Franchisor may, as it determines appropriate, provide sample and/or template forms of agreement for Franchisee to review, modify and finalize for use as a Services Agreement;
2. Franchisee will be solely responsible for the preparation, negotiation, execution and performance of its obligations in connection with any Services Agreement entered into

with a Client;

3. Every form of Services Agreement must contain a provision that expressly names Franchisor as a third-party beneficiary with regards to the fees that Franchisor is entitled to in connection with the Designated Equipment installed or placed at the Authorized Property governed by said agreement;
4. Franchisee will be responsible for ensuring that the deliverables and other performance on behalf of a Client under a given Services Agreement are timely provided and performed as set forth in said agreement;
5. Franchisee will be responsible for indemnifying Franchisor, as well as any Approved Supplier, as part of Franchisee's indemnification obligations hereunder in the event any Client or other third party brings a claim against such parties arising out of or related to Franchisee's performance under a given Services Agreement; and
6. Prior to entering into any Services Agreement and at all times thereafter with regards to any agreement that progresses to execution with a Client, Franchisee shall upload its current form(s) of Services Agreement to the appropriate Required Software or System Portal as Franchisor requires and details more fully in the Manual(s), training materials and/or otherwise in writing.

F. **Use of Approved Suppliers.** Unless the parties agree otherwise in a separate writing, Franchisee must ensure that it subcontracts or otherwise engages with the appropriate Designated Provider(s) and other Approved Supplier(s) that are set forth in the Manuals or otherwise in writing with respect to provision of any Designated Equipment or other performance of Approved Services in connection with any Client or other party that Franchised Business is authorized to service.

G. **Approved Products and Approved Services; Applicable Installer Requirement; Application and Securing of Potential Grant and/or Related Consideration**

1. *Authorized Products and Services Only.* Franchisee must only offer and sell only the Approved Products (including Designated Equipment) and Approved Services via the Franchised Business and/or any Services Agreement. Franchisee may not offer or provide any other products/services and must not deviate from Franchisor's System standards and specification related to the manner in which the Approved Services and Approved Products are offered and sold, unless Franchisor provides its prior written consent.
2. *Right to Supplement, Update or Modify.* Franchisor will have the right (but not the obligation) to add additional, delete or otherwise modify certain of the Approved Services or Approved Products from time to time in the Manuals and otherwise in writing, as it deems appropriate in its sole discretion and/or as reasonably necessary or required to help ensure compliance with applicable laws.
3. *Resolution of Any Discrepancy or Dispute.* In the event of a dispute between Franchisee and Franchisor concerning Franchisee's right to carry any particular product or to offer any specific service, Franchisee will immediately remove the disputed products from inventory, remove the disputed service from those services offered at the Premises, or, if the same are not already in inventory or such services not

yet being offered, will defer offering such products and services pending resolution of the dispute.

4. *Use of Applicable Installers and Other Appropriate Personnel.* Franchisee agrees and acknowledges that: (i) the Designated Equipment and Approved Services may and must only be acquired from the applicable Designated Provider or other Approved Supplier for such Required Items associated performance in connection with a given Client; (ii) the installation and/or placement services associated with said Designated Equipment must be provided by either (1) one (1) of our Approved Suppliers for such services, or (2) by Franchisee and/or its personnel directly, subject to (a) Franchisee demonstrating that it is able to provide such services directly to Franchisees throughout the Designated Territory and at the Authorized Property(ies) at issue, (b) Franchisee and any other personnel it determines appropriate to perform any installation/placement services at an Authorized Property, and (b) Franchisor approving such personnel to provide the same under a Services Agreement with the corresponding Client(s) associated with such property(ies) (each, an “Applicable Installer”).
  5. *Discretionary Efforts to Acquire Grants and/or Other Rebate Revenue in Connection with Installation.* The parties agree and acknowledge that Franchisee will be solely responsible for undertaking all actions, which may include preparing and submitting application or comparable materials to a local/state/federal government agency and/or other third party that has the right to award any grants, rebates and/or other consideration or reimbursement to the Franchisee in connection with either (a) the acquisition of the Designated Equipment, and/or (b) the installing and/or other placement services associated with Designated Equipment at a particular Authorized Property, throughout the term of this Agreement.
  6. *Potential Approved Supplier(s) for Grant and/or Rebate Consideration.* Franchisor may, via the Manuals or otherwise in writing, identify, recommend and/or designate one (1) or more Approved Supplier(s) for the kind of grant application and/or comparable writing/preparation services discussed in this Section above via the Manuals or otherwise in writing. Franchisee will ultimately have discretion as to whether to engage with such an Approved Supplier, as it determines appropriate, and remain solely responsible for acquiring any such grants, rebates and/or other consideration from the government agency(ies) and/or other third parties.
- H. **Approved Vehicle(s).** Franchisee must ensure it has an Approved Vehicle, whether an Existing Vehicle or otherwise, that is in good working condition and otherwise approved by Franchisor for use at all times during the term of this Agreement.
- I. **Required Items.** In addition to at least one (1) Approved Vehicle, Franchisee must: (i) purchase, lease, and/or maintain any and all Required Items that Franchisor designates for use in connection with the Franchised Business, including without limitation, any Computer System, equipment, supplies, inventory and/or services detailed in the Manual(s) or otherwise in writing; (ii) ensure that all Required Items meet Franchisor’s standards and specifications; and (iii) purchase all items Franchisor specifies from the Approved Supplier(s) that Franchise designates, which may include Franchisor or its affiliate(s). Franchisee agrees and acknowledges that Franchisor and/or its affiliates may derive revenue

from the offer and sale of Required Items.

- J. **Minimum Inventory Requirement.** After Franchisee acquires the requisite initial stock of Designated Equipment, Franchisee must ensure that it maintains the minimum inventory of Level 2 Chargers that Franchisor designates in the Manuals or otherwise, which the parties agree and acknowledge: (i) is comprised of five (5) Level 2 Chargers from the Designated Provider as of the date of this Agreement; and (ii) may be updated, supplemented or otherwise modified by Franchisor via the Manuals or otherwise in writing. Notwithstanding the foregoing, Franchisee agrees and acknowledges that it must acquire and maintain all Designated Equipment necessary to meet the needs of each Client Property and existing/new Client(s) within the Designated Territory.
- K. **Inspection of Items and Inventory Levels.** Franchisee shall permit Franchisor or its agents, at any reasonable time, to remove from the Franchised Business samples of items without payment, in amounts reasonably necessary for testing by Franchisor or an independent, certified laboratory to determine whether said samples meet Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Franchisor, or if the sample fails to conform to Franchisor's specifications.
- L. **Alternative Supplier Approval.** If Franchisee wishes to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, Franchisee must provide Franchisor the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, to the extent known. At Franchisor's request, Franchisee must also provide Franchisor, for testing purposes, a sample of the item Franchisee wishes to purchase. If Franchisor incurs any costs in connection with testing a particular product or evaluating an unapproved supplier at Franchisee's request, Franchisee must reimburse Franchisor for Franchisor's reasonable testing costs, regardless of whether Franchisor subsequently approves the item or supplier. Franchisor will use commercially reasonable efforts to notify Franchisee in writing whether or not Franchisee's request is approved or denied within thirty (30) days of: (i) Franchisor's receipt of all supporting information from Franchisee regarding Franchisee's request under this Section; and (ii) if applicable, Franchisor's completion of any inspection or testing associated with Franchisee's request. If Franchisor does not provide written approval within this time period, then Franchisee's request will be deemed denied. Franchisor may, but is not obligated to, provide Franchisee's proposed supplier with its specifications for the item that Franchisee wishes the third-party to supply, provided that third-party executes Franchisor's prescribed form of non-disclosure agreement. Each supplier that Franchisor approves must comply with Franchisor's usual and customary requirements regarding insurance, indemnification and non-disclosure. If Franchisor approves any supplier, Franchisee may enter into supply contracts with such third party, but under no circumstances will Franchisor guarantee Franchisee's performance of any supply contract. Franchisor may re-inspect and revoke Franchisor's approval of particular products or suppliers when Franchisor determines, in Franchisor's sole discretion, that such products or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, Franchisee must cease purchasing products from such supplier. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier. Franchisor may base Franchisor's approval of any such proposed item or supplier on

considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation Franchisor deems necessary or desirable in Franchisor's System as a whole. Franchisor has the right to receive payments from suppliers on account of their dealings with Franchisee and other franchisees and to use all amounts Franchisor receives without restriction (unless instructed otherwise by the supplier) for any purposes Franchisor deems appropriate.

M. **Computer Issues.** Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders in connection with the operation of the Franchised Business, including the any proprietary software used in connection with the System.

N. **Training Completion and Conference Attendance.**

1. Franchisee must ensure that Franchisee (or, if any entity, its operating principal), any Designated Manager and any initial Applicable Installers (each, a "Required Trainee") each attend and successfully complete the Initial Training Program, prior to launching or opening the Franchised Business to the public in any manner.
2. Franchisee agrees and acknowledges that Franchisor may require that Franchisee, as well as any other relevant Required Trainee(s), complete the components of the Initial Training Program that are provided via remote participation within 90 days of the date this Agreement is executed.
3. Franchisee agrees and acknowledges that Franchisee must complete and/or satisfy the following Training Pre-Conditions before Franchisor will approve Franchisee or any of its designated trainees to participate in any Corporate Visit or Discretionary On-Site Visit.
4. In addition to the Initial Training Program, Franchisee and any other management personnel of the Franchised Business may, at Franchisor's option, be required to attend a training program that is conducted by one (1) or more of Franchisor's Approved Suppliers (including the Designated Provider(s)) and designed to provide further instruction and training regarding the operation of the Franchised Business and provision of certain Approved Services (the "Third-Party Training"). If such Third-Party Training is required by Franchisor, then Franchisee will be: (i) required to pay the then-current training fee for those that attend the Third-Party Training; and (ii) responsible for the costs and expenses associated with Franchisee and any other required trainees attending such training. Once the Franchised Business is open, Franchisor will have the right to make this kind of Third-Party Training part of any Additional Training or Remedial Training that Franchisor may require under this Agreement.
5. Franchisee must also ensure that Franchisee, any Designated Manager (if applicable) and any other Applicable Installers attend and complete and Additional Training or Remedial Training, as Franchisor may determine to require pursuant to this Agreement.

6. Franchisee agrees and acknowledges that it will be solely responsible for: (i) all costs associated with Franchisee and/or its designated personnel attending any initial or ongoing training provided by Franchisor or any third-party trainer pursuant to this Agreement; and (ii) paying Franchisor its then-current Training Fee, if and requested by Franchisor in writing, in connection with any (a) Additional Training requested by Franchisee, (b) Remedial Training that Franchisee is required to complete as part of its cure actions with respect to a default hereunder, or (c) any replacement or new personnel that needs to attend any portion of our Initial Training Program, as set forth in this Agreement.
  7. Any failure by Franchisee, its Designated Manager (if applicable) or any Applicable Installer to (a) attend and complete the Initial Training Program, or (b) any other training/conferences that such individual(s) are required to attend and/or complete hereunder will constitute a material default of this Agreement and grounds for termination if not cured within the appropriate cure period set forth in this Agreement.
- O. **Training of Personnel other than Applicable Installers.** Franchisee or at least one (1) of Franchisee's personnel that has successfully completed the entire Initial Training Program must conduct training classes for, and properly train, all of Franchisee's employees on sales, advertising, maintenance of the Premises, the POS and computer system, as well as any other information that is relevant to each individual's role with the Franchised Business, including Franchisor's standards and specifications for operating the Franchised Business, as Franchisor may set forth in the Manuals or otherwise in writing. Further, at least one (1) person that has completed the entire Initial Training Program must manage the Franchised Business at all times.
- P. **Hours of Operation.** Franchisee shall keep the Franchised Business open and in normal operation for such minimum hours and days as Franchisor may prescribe in the Manuals or otherwise in writing, and must ensure that the Franchised Business is sufficiently staffed.
- Q. **Image.** Franchisee shall maintain the image of the Approved Vehicle and Franchised Business at all times in accordance with Franchisor's standards and specifications, including: (i) ensuring that each Approved Vehicle is maintained in a clean and orderly manner; and (ii) ensuring that all equipment, furniture and fixtures used in connection with the Franchised Business remains in good, clean condition.
- R. **Customer Lists and Data/Agreements; Privacy Laws.**
1. Franchisee must (i) maintain a list of all of its current and former Clients, as well as their properties and any Approved Services contracts associated therewith (the "Client Information"), at the Premises; and (ii) make such lists and contracts available for Franchisor's inspection upon request. Franchisee must promptly return this information to Franchisor upon expiration or termination of this Agreement for any reason. This Client Information is deemed "Confidential Information" (as later defined in this Agreement) and Franchisor's exclusive property hereunder, including all Approved Services contracts with such Clients. Franchisee acknowledges that Franchisor may have automatic access to any or all of this information via the Computer System and related software that Franchisor requires for use in connection with the Franchised Business.

2. Franchisee agrees to comply with all applicable laws pertaining to the privacy of the customer, employee, and transactional information (“Privacy Laws”). Franchisee further agrees to comply with Franchisor’s standards and policies pertaining to Privacy Laws. If there is a conflict between Franchisor’s standards and policies pertaining to Privacy Laws and actual applicable law, Franchisee will: (i) comply with the requirements of applicable law; (ii) immediately give Franchisor written notice of said conflict; and (iii) promptly and fully cooperate with Franchisor in determining the most effective way, if any, to meet Franchisor’s standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor’s prior written consent.
- S. **Promotional Prices; Pricing Guidelines.** To the extent permitted under applicable law, Franchisee must use commercially reasonable efforts to follow Franchisor’s general pricing guidelines, including any promotional prices set by Franchisor for a particular Approved Product or Approved Service. As an independent contractor, however, Franchisee may exercise flexibility in meeting competition with respect to the pricing of the Approved Products and Approved Services. Notwithstanding the foregoing, Franchisee may not promote, market or advertise any pricing for the Designated Equipment that is not consistent with the pricing information received by the Designated Provider(s) or any other Approved Supplier that will be involved with performing services or providing equipment in connection with a given Services Agreement.
- T. **Operation of Franchised Business and Customer Service.** Franchisee shall manage and operate the Franchised Business in an ethical and honorable manner, and must ensure that all those working at the Franchised Business provide courteous and professional services to customers and always keep its customers’ interests in mind while protecting the goodwill of the Proprietary Marks, System and the Franchised Business. Franchisee must handle all customer complaints and requests for returns and adjustments in a manner consistent with Franchisor’s standards and specifications, and in a manner that will not detract from the name and goodwill enjoyed by Franchisor. Franchisee must consider and act promptly with respect to handling of customer complaints, and implement complaint response procedures that Franchisor outlines in the Manuals or otherwise in writing.
- U. **Access for Inspections/Audit.** To determine whether Franchisee is complying with this Agreement, Manuals and the System, Franchisor and its designated agents or representatives may at all times and without prior written notice to Franchisee: (i) observe and monitor the operation of the Franchised Business for consecutive or intermittent periods as Franchisor deems necessary; (ii) allow Franchisor to inspect photograph, or videotape the Franchised Business, equipment, or operations therein; (iii) interview or survey personnel and Clients of the Franchised Business; and (iv) inspect, audit and/or copy any books, records, and agreements relating to the operation of the Franchised Business, including all financial information. Franchisee agrees to cooperate with Franchisor fully in connection with these undertakings by Franchisor (if taken) and take such steps as may be necessary to immediately correct the deficiencies detected during any such inspection. If Franchisor exercises any of these rights, Franchisor will use commercially reasonable efforts to not unreasonably interfere with the operation of the Franchised Business.
- V. **Personal Participation by Franchisee.** Franchisee must personally participate in the direct management operation of the Franchised Business on a full-time basis, unless Franchisee engages a Designated Manager that Franchisor approves in writing to manage the day-to-

day operations of the Franchised Business when Franchisee is not present. If Franchisee designates a manager at any time, that manager must successfully complete the Initial Training Program prior to assuming any management responsibilities in connection with the Franchised Business. Regardless, Franchisee is solely responsible for all aspects of the operation of the Franchised Business and ensuring that all the terms, conditions, and requirements contained in this Agreement and in the Manual(s) are met and kept.

- W. **Credit Cards and Payment Methods.** Unless Franchisor agrees otherwise in a separately-signed writing, Franchisee must accept credit cards in connection with the Franchised Business to facilitate sales, including Visa, MasterCard, American Express, and Discover and any other major credit cards designated by Franchisor. Franchisee may also accept cash and/or checks in connection with the Franchised Business. Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards (“PCI DSS”), as such standards may be revised and modified by the PCI Security Standards Council (see [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)), or any successor organization or standards that Franchisor may reasonably specify. Franchisee’s requirements shall include, but are not limited to, implementing the enhancement, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.
- X. **Payments to Franchisor.** Franchisee agrees to promptly pay Franchisor all payment and contributions that are due to Franchisor, its affiliates or any Approved Supplier.
- Y. **Agreement and Acknowledgement Regarding Employment and Other Personnel Decisions.** Franchisee and Franchisor mutually agree, acknowledge and understand that Franchisee shall be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. Franchisee’s employees must be competent, conscientious, and properly trained.

## 7. **PROPRIETARY MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS**

- A. **Ownership of Proprietary Marks.** Franchisee acknowledges the exclusive ownership and/or right to use the Proprietary Marks by Franchisor, and Franchisee agrees that during the term of this Agreement and after its expiration or termination Franchisee will not directly or indirectly contest or aid in contesting the validity of the Proprietary Marks or the ownership or rights of the Proprietary Marks by Franchisor. Furthermore, Franchisee intends and hereby concedes that any commercial use Franchisee may make of the Proprietary Marks shall contribute and inure to the commercial use and benefit of Franchisor, which Franchisor may claim to strengthen and further secure ownership of the Proprietary Marks.
- B. **Permitted Use.** It is understood and agreed that the use by Franchisee of Franchisor’s Proprietary Marks applies only in connection with the operation of the Franchised Business at the Premises, and includes only such Proprietary Marks as are now designated, or which may hereafter be designated in the Manuals or otherwise in writing as part of the System (which might or might not be all of the Proprietary Marks pertaining to the System owned by the Franchisor), and does not include any other mark, name, or indicia of origin of Franchisor now existing or which may hereafter be adopted or acquired by Franchisor.

- C. **Use of Proprietary Marks in Advertising and Signage.** To develop and maintain high, uniform standards of quality and service and thereby protect Franchisor's reputation and goodwill, as well as that of the System, Franchisee agrees to:
1. Operate and advertise the Franchised Business only under the Proprietary Marks authorized by Franchisor as specified in this Agreement or the Manuals;
  2. Maintain and display signage and advertising bearing the Proprietary Marks that reflects the current commercial image of the System and, upon notice from Franchisor, to immediately discard and cease use of Proprietary Marks or other imagery that has become obsolete and no longer authorized by Franchisor.
  3. Upon Franchisor's request, Franchisee hereby covenants and agrees that it will affix in a conspicuous location in or upon the Premises, a sign containing the following notice: "This business is owned and operated independently by (*name of franchisee*) who is an authorized licensed user of the Proprietary Mark(s) at issue under a license agreement with 4Ever Charge Franchising, LLC."
- D. **Proprietary Marks are Sole Property of Franchisor.** Franchisee acknowledges that the Proprietary Marks, System, Manuals, and all other information and items delivered to Franchisee by Franchisor pursuant to this Agreement or in furtherance of the System, including without limitation, signage, video and audio tapes or disks, information communicated by electronic means, and intellectual property, are the sole and exclusive property of Franchisor, and Franchisee's right to use the same are contingent upon Franchisee's continued full and timely performance under this Agreement. Franchisee acknowledges it acquires no rights, interests, or claims to any of said property, except for Franchisee's rights to use the same under this Agreement for the term hereof and strictly in the manner prescribed. Franchisee agrees that it will not, during the term of this Agreement or any time thereafter, contest or challenge the sole and exclusive proprietary rights of Franchisor (and, if appropriate, Franchisor's affiliates) to the Proprietary Marks, System, Manuals, and other information, intellectual property, and items delivered or provided or to which Franchisee obtains access under this Agreement, nor shall Franchisee claim any proprietary interest in such property. Franchisee agrees that it will not adopt, display, attempt to register or otherwise use any names, marks, insignias, or symbols in any business that are or may be confusingly similar to the Proprietary Marks licensed under this Agreement.
- E. **Legal Action Involving Proprietary Marks.** Furthermore, Franchisee agrees to cooperate with and assist Franchisor in connection with any legal action brought by or against either of them regarding the protection and preservation of the Proprietary Marks, System, or the Manuals and other information and intellectual property delivered to Franchisee or used by Franchisee under this Agreement.
- F. **Improvements.** Franchisee agrees to disclose promptly to Franchisor any and all inventions, discoveries, and improvements, whether or not patentable or copyrightable, that are conceived or made by Franchisee or its employees or agents that are in any way related to the establishment or operation of the Franchised Business (collectively, the "Improvements"), all of which shall be automatically and without further action owned by Franchisor without compensation to Franchisee (including all intellectual property rights therein). Whenever requested to do so by Franchisor, Franchisee will execute any and all applications, assignments, or other instruments that Franchisor may deem necessary to apply for and obtain intellectual property protection or to otherwise protect Franchisor's interest therein.

These obligations shall continue beyond the termination or expiration of this Agreement. If a court should determine that Franchisor cannot automatically own certain of the Improvements that may be developed, then Franchisee hereby agrees to grant Franchisor a perpetual, royalty-free worldwide license to use and sublicense others to use such Improvements.

- G. **Modification or Substitution of Marks by Franchisor.** If in Franchisor's reasonable determination, the use of Proprietary Marks in connection with the System will infringe or potentially infringe upon the rights of any third party, weakens or impairs Franchisor's rights in the Proprietary Marks, or it otherwise becomes advisable at any time in Franchisor's sole discretion for Franchisor to modify, discontinue, or to use one (1) or more additional or substitute trade or service Proprietary Marks then upon notice from Franchisor, Franchisee will terminate or modify, within a reasonable time, such use in the manner prescribed by Franchisor. If Franchisor changes the Proprietary Marks in any manner, Franchisor will not reimburse Franchisee for any out-of-pocket expenses that Franchisee incurs to implement such modifications or substitutions. Franchisor is not obligated to reimburse Franchisee for any loss of goodwill or revenue associated with any modified or discontinued Proprietary Mark, nor is Franchisor responsible for reimbursing Franchisee for any other costs or damages.
- H. **Modification of Proprietary Marks by Franchisee.** Franchisee agrees not to make any changes or amendments whatsoever in or to the use of the Proprietary Marks unless directed by Franchisor in writing.
- I. **Non-Exclusive Use of Proprietary Marks.** Franchisee understands and agrees that its right to use the Proprietary Marks is non-exclusive, that Franchisor in its sole discretion has the right to grant licenses to others to use the Proprietary Marks and obtain the benefits of the System in addition to the licenses and rights granted to Franchisee under this Agreement, and that Franchisor may develop and license other trademarks or service marks in conjunction with systems other than the System on any terms and conditions as Franchisor may deem advisable where Franchisee will have no right or interest in any such other trademarks, licenses, or systems.
- J. **Acknowledgements.** With respect to Franchisee's use of the Proprietary Marks pursuant to this Agreement, Franchisee acknowledges and agrees that:
1. Franchisee shall not use the Proprietary Marks as part of Franchisee's corporation or any other business name, domain name, e-mail address or any social media or social networking profile/page;
  2. Franchisee shall not hold out or otherwise use the Proprietary Marks to perform any activity or incur any obligation or indebtedness in such a manner as might in any way make Franchisor liable therefor without Franchisor's prior written consent; and
  3. Franchisee shall execute any documents and provide such other assistance as deemed necessary by Franchisor or its counsel to obtain protection for Proprietary Marks or to maintain the continued validity of such Proprietary Marks.
- K. **Use Outside Scope.** Franchisee acknowledges that the use of the Proprietary Marks outside the scope of this license without Franchisor's prior written consent is an infringement of

Franchisor's exclusive right to use the Proprietary Marks and, during the term of this Agreement and after the expiration or termination hereof, Franchisee covenants not to directly or indirectly commit an act of infringement, contest or aid in contesting the validity or ownership of Franchisor's Proprietary Marks, or take any other action in derogation thereof.

- L. **Notification of Infringement.** Franchisee shall notify Franchisor within three (3) calendar days of any suspected infringement of, or challenge to, the validity of the ownership of, or Franchisor's right to use, the Proprietary Marks licensed hereunder. Franchisee will not communicate with any persons other than Franchisor or Franchisor's legal counsel in connection with any such infringement, challenge, or claim. Franchisee acknowledges that Franchisor has the right to control any administrative proceeding or litigation involving the Proprietary Marks. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may be necessary in the opinion of counsel for Franchisor to carry out such defense or prosecution.
- M. **Indemnification Regarding Marks.** Franchisor will indemnify and defend Franchisee against any third-party claim brought against Franchisee that arises solely out of Franchisee's authorized use of the Proprietary Marks licensed under this Agreement in connection with the Franchised Business, provided: (i) such use is in full compliance with Franchisor's standards and specifications; and (ii) Franchisee notifies Franchisor in writing of this third-party claim within three (3) calendar days of receiving notice or otherwise learning of the claim. Franchisor will have complete control over the defense and, if appropriate, settlement negotiations and resolution regarding the claims described in this Section, including the right to select legal counsel Franchisor deems appropriate. Franchisee must fully cooperate with Franchisor in connection with Franchisor's defense or settlement of any third-party claim that Franchisor determines to take control of under this Section 7. Notwithstanding anything in this Section to the contrary, the parties agree and acknowledge that Franchisor's liability under this Section shall not exceed the Initial Franchise Fee paid under this Agreement.
- N. **Other Obligations of Franchisee.** In addition to all other obligations of Franchisee with respect to the Proprietary Marks licensed herein, Franchisee agrees:
1. To feature and use the Proprietary Marks solely in the manner prescribed by Franchisor and not use the Proprietary Marks on the Internet or otherwise online, except as approved in writing by Franchisor; and
  2. To observe all such requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of Franchisee as Franchisor may direct in writing from time to time.

## 8. **OPERATIONS MANUALS AND CONFIDENTIAL INFORMATION GENERALLY**

- A. **Manual(s) Generally.** Franchisor will loan or provide online access to a copy of the Manuals to Franchisee. The Manuals shall at all times remain the sole property of Franchisor and any and all copies (hard copies or electronic files) of the Manuals must be returned to Franchisor upon termination or expiration and non-renewal of this Agreement. In order to protect the reputation and goodwill of Franchisor and the System, and to maintain uniform standards of operation under Franchisor's Proprietary Marks, Franchisee shall conduct the Franchised

Business in strict accordance with Franchisor's Manuals. In order for Franchisee to benefit from new knowledge, information, methods, and technology adopted and used by Franchisor in the operation of the System, Franchisor may from time to time revise the Manuals, and Franchisee agrees to adhere to and abide by all such revisions (at its expense). Franchisee agrees at all times to keep its copy of the Manuals current and up-to-date. In the event of any dispute as to the contents of Franchisee's Manual, the terms of the master copy of the Manuals maintained by Franchisor at its home office shall be controlling. Franchisor may provide any supplements, updates or revisions to the Manuals via the Internet, email, the System-wide intranet/extranet or any other electronic or traditional mediums it deems appropriate.

- B. **Acknowledgement Regarding Franchisee Control.** Franchisee acknowledges any Manual(s) provided by Franchisor to Franchisee are intended to protect Franchisor's standards, systems, names, and marks, and are not intended to control day-to-day operation of Franchisee's Business. Franchisee further acknowledges and agrees that the Franchised Business will be under the control of the Franchisee at all times, and that Franchisee will be responsible for the day-to-day operation thereof.
- C. **Confidential Information.** In connection with the operation of the Franchised Business, Franchisee will from time to time become acquainted with, work with, and even generate certain information, procedures, techniques, data, and materials that are and, by this Agreement, will become proprietary to Franchisor. Franchisee and all persons signing this Agreement agree to keep confidential any of Franchisor's trade secrets or proprietary information as defined below and will not use such for its or their own purpose or supply or divulge same to any person, firm, association, or corporation except as reasonably necessary to operate the Franchised Business. Franchisee agrees that it will have no proprietary interest in any work product developed or used by it that arises out of the operation of the Franchised Business. Franchisee will, from time to time as may be requested by Franchisor, do all things that may be necessary to establish or document Franchisor's ownership of any such work product, including without limitation, the execution of assignments.
- D. **Trade Secrets and Confidential Information.** The confidentiality requirements set forth in the preceding paragraph will remain in full force and effect during the term of this Agreement and in perpetuity after its termination or expiration and non-renewal. Franchisor's trade secrets and proprietary/confidential information include the following:
1. The content of any Manual(s);
  2. Any customer data, including the names, contact information, rental preferences and any other information concerning users of the Approved Services, except for credit card numbers, bank information or other financial data related to the transaction of funds between the Franchisee and Clients (collectively, the "Client Data");
  3. Any and all information and materials, including all items covered by copyright or any other intellectual property, associated with any proprietary software used in connection with the system;
  4. Any information or materials, whether technical or non-technical, that is used in connection with or otherwise related to the establishment and operation of a Franchised Business or the System that is not commonly known by, or available to, the public, including without limitation, any proprietary software; and

5. Any other information that may be imparted to Franchisee from time to time and designated by Franchisor as confidential (collectively, the “Confidential Information”).
- E. **Confidential Information as Property of Franchisor.** Franchisee acknowledges and agrees that the Confidential Information, which includes the Client Data, and any business goodwill of the Franchise are Franchisor’s sole and exclusive property and that Franchisee will preserve the confidentiality thereof. Upon the termination or expiration and non-renewal of this Agreement, all items, records, documentation, and recordings incorporating any Confidential Information will be immediately turned over by Franchisee, at Franchisee’s sole expense, to Franchisor or to Franchisor’s authorized representative.
- F. **Information Not Confidential.** Excepted from Confidential Information for purposes of non-disclosure to any third parties by Franchisee and/or its Restricted Persons (as defined in Section 8(H) below) is information that:
1. Becomes publicly known through no wrongful act of Franchisee or Restricted Persons; or
  2. Is known by Franchisee or Restricted Persons without any confidential restriction at the time of the receipt of such information from Franchisor or becomes rightfully known to them without confidential restriction from a source other than Franchisor.
- G. **Reasonable Efforts to Maintain Confidentiality.** Franchisee shall at all times treat the Confidential Information as confidential and shall use all reasonable efforts to keep such information secret and confidential, including without limitation, all logins/passwords/keys necessary to access any component of the Computer System or related software used in connection with the Franchised Business. The Manuals must remain at the Premises and be kept in a secure location, under lock and key, except when it is being studied by Franchisee or Franchisee’s employees. Franchisee shall not, at any time without Franchisor’s prior written consent, copy, scan, duplicate, record, distribute, disseminate, or otherwise make the Manuals available to any unauthorized person or entity, in whole or in part.
- H. **Prevention of Unauthorized Use or Disclosure.** Franchisee shall adopt and implement all reasonable procedures as Franchisor may prescribe from time to time to prevent the unauthorized use or disclosure of any of the Confidential Information. Franchisee must ensure and require that all of its officers, agents, directors, shareholders, trustees, beneficiaries, partners, employees, and independent contractors who may obtain or who are likely to obtain knowledge concerning the Confidential Information (collectively, “Restricted Persons”) execute Franchisor’s prescribed form of confidentiality agreement that will be in substantially the same form attached to this Agreement as Exhibit E (the “Confidentiality and Restrictive Covenant Agreement”). Franchisee must obtain a signed copy of the Confidentiality and Restrictive Covenant Agreement from any such person prior to, or at the same time of, that person undertaking its role and/or employment or association with Franchisee or the Franchised Business. Franchisee’s spouse or significant other shall also be bound by the same requirement and shall sign the same Confidentiality and Restrictive Covenant Agreement. Franchisee must provide Franchisor with a copy of each signed Confidentiality and Restrictive Covenant Agreement within ten (10) days of Franchisor’s request. If Franchisee is not able to provide a signed form for any Restricted Person within that 10-day period and Franchisee is not able to cure such a breach of its obligations by having that Restricted Person sign and return the Confidentiality and

Restrictive Covenant Agreement, then Franchisor reserves the right to charge Franchisee a penalty fee amounting to \$1,000 in addition to any other remedies that Franchisor may have under this Agreement or applicable law.

## 9. MARKETING, ADVERTISING AND PROMOTION

- A. **Marketing and/or Advertising Programs.** Franchisor may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all or some of the Franchised Businesses operating under the System. Franchisee must participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor for each program. In all aspects of these programs, including without limitation, the type/quantity/timing/placement and choice of media, and market areas and advertising agencies, the System standards and specifications established by Franchisor shall be final and binding upon Franchisee. Franchisor may also request that Franchisee purchase and/or make copies of (and Franchisee's expense) and subsequently use certain other advertising or promotional materials that Franchisor designates for use in connection with the Franchised Business.
- B. **Franchisor Approval for All Materials/Efforts.** All advertising and promotion by Franchisee in any medium must be conducted in a professional manner and shall conform to Franchisor's standards and requirements as set forth in the Manuals or otherwise. Franchisee shall obtain Franchisor's approval of all advertising and promotional plans and materials twenty (20) days prior to use if such plans and materials have not been prepared by Franchisor or previously approved by Franchisor during the twelve (12) months prior to their proposed use. Franchisee must submit unapproved plans and materials to Franchisor, and Franchisor will have fifteen (15) days to notify Franchisee of its approval or disapproval of such materials. If Franchisor does not provide its specific approval of the proposed materials within this fifteen (15) day period, the proposed materials will be deemed rejected. Any plans and materials that Franchisee submits to Franchisor for its review will become Franchisor's property and there will be no restriction on Franchisor's use or dissemination of such materials. Once approved, Franchisee may use the proposed materials for a period of ninety (90) days, unless Franchisor prescribes a different time period for use or requires Franchisee to discontinue using the previously-approved materials in writing. Franchisor may revoke its approval of any previously-approved advertising materials upon notice to Franchisee. Franchisor reserves the right to require Franchisee to include certain language on all advertising to be used locally by Franchisee or to be used by a Cooperative, including, but not limited to, the phrase "Franchises Available" and references to Franchisor's telephone number and/or website.
- C. **Initial Marketing Spend.** Franchisee must spend at least \$10,000 on local advertisement and promotion of the grand opening of the Franchised Business ("Initial Marketing Spend"), in accordance with the marketing plan that Franchisor approves prior to or around the time of opening. Franchisor will have the right to (i) designate and/or approve any items or services to be covered by the Initial Marketing Spend, all of which Franchisee must propose prior to any use consistent with provisions above in this Section if not designated by Franchisor; and (ii) require Franchisee to acquire any such items or services from one (1) or more Approved Supplier(s) set forth in the Manual(s) or otherwise in writing.
- D. **Local Marketing Requirement.** Franchisee shall comply with the following requirements in regard to local advertising:
1. Commencing upon the launch of the Franchised Business, Franchisee must expend

an amount equal to up to two percent (2%) of Gross Sales generated by said Franchised Business operations in the preceding calendar month on the local marketing, advertising and promotion of the Franchised Business within the Designated Territory, consistent with any requirements and/or other then-current System standards or specifications set forth in the Manual(s) or otherwise in writing (referred to herein as the “Local Marketing Requirement” or “LMR”).

2. Franchisor may require Franchisee to prepare an initial comprehensive local advertising plan and program prior to opening the Franchise Business that details Franchisee’s budget and anticipated expenditures for the LMR for the Franchised Business’s first year of operations, which must be approved by Franchisor prior to opening. Franchisor may further require that Franchisee submit an annual LMR plan or program for each subsequent year of the Franchised Business’s operation on or before the beginning of the Franchised Business’s fiscal year that must be approved by Franchisor prior to implementation. Franchisor may from time to time provide to Franchisee, at Franchisee’s expense, such approved advertising and promotional plans and materials as Franchisor deems advisable. Franchisor may, as it deems necessary in its sole discretion, provide general guidelines for conducting local advertising so as to better assist Franchisee. Within thirty (30) days after the end of each month, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on local advertising for the preceding month.
3. Furthermore, Franchisee shall obtain listings and/or advertise with Franchisor and other franchisees of the System on electronic yellow pages directory and other online directors as Franchisor may designate, including Google Business® and other specific networks/directories set forth in the Manual(s).
4. In the event Franchisee does not comply with Franchisor’s requests regarding such online listings or advertisement, Franchisor reserves the right to place, modify, or remove such listings and advertisements on behalf of Franchisee. For any listings or advertisements that Franchisor posts on behalf of Franchisee due to Franchisee’s non-compliance under this Section, Franchisee shall promptly pay, upon demand by Franchisor, its pro rata share of the costs of such listings or advertisements. Upon termination, transfer, or expiration of this Agreement, Franchisee agrees to take any and all steps necessary to assist Franchisor in removing or assigning control of all listing under this Section to Franchisor.
5. Franchisee may not advertise and promote the Franchised Business outside of the Designated Territory, unless (a) the geographic area wherein Franchisee wishes to advertise is contiguous to the Designated Territory and that area has not been granted in connection with any other Franchised Business, or (b) Franchisor otherwise provides its prior written consent in writing. Nothing in this Section shall prevent or otherwise affect Franchisee’s right to continue servicing and corresponding with any Existing Account that Franchisee has assumed in accordance with the terms of this Agreement.
6. Franchisee may increase and/or otherwise modify the LMR upon 60 days’ prior written notice to Franchisee via the Manuals or otherwise in writing.

- E. **Brand Development Fund**. Franchisor has established a brand development Fund that Franchisor may administer as it determines appropriate to market, advertise, promote and/or

otherwise develop the System, Proprietary Marks, Approved Services, System Business locations and/or Franchisor's brand generally. Franchisee is required to make weekly contributions to the Fund amounting to up to three percent (3%) of the Gross Sales generated by the Franchised Business over the immediately preceding reporting period of operations (the "Fund Contribution").

1. Franchisor may update or modify the Fund Contribution amount from the amount set forth in Item 6 of the FDD disclosed to Franchisee prior to entering into this Agreement upon 60 days written notice to the Franchisee. The parties further agree and acknowledge as follows in connection with the Fund.
2. The Fund is used by Franchisor to cover the costs of the following: (a) marketing materials designed by Franchisor and distributed on a national, regional and/or local level, including advertising materials and public relations which promote, in Franchisor's sole judgment, the services offered by System franchisees, as well as satisfy any and all costs of maintaining, administering, directing, preparing, producing, placing and distributing advertising, including without limitation: (i) the cost of producing, implementing, and placing television, radio, magazine, and newspaper advertising campaigns, (ii) the cost of direct mail and outdoor billboard advertising, (iii) the cost of public relations activities and employing third-party advertising agencies to manage advertisement placement, (iv) the cost of consumer surveys fees, co-op expenses, market research and an (800) number, (v) other advertising, digital/social media marketing, promotional or public relations efforts Franchisor determines, in its sole discretion, may benefit the System, (vi) personnel and other departmental costs for advertising Franchisor internally administers or prepares; (b) developing, maintaining, optimizing and marketing the brand and/or corporate site featuring the Proprietary Marks, as Franchisor deems necessary in its sole discretion; (c) the expenses and costs Franchisor determines to expend to otherwise further develop the brand and System Businesses generally, such as remote training tools for System franchisees to use to train their respective personnel, development of further educational and/or training programs with Designated Providers and/or other Approved Suppliers for use in connection with the System.
3. With respect to the marketing component of the Fund, Franchisor shall oversee all marketing program(s), with sole control over the creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the Fund. The program(s) may be local, regional or System- wide.
4. Franchisee's Fund Contributions may be used to meet the costs of, or reimburse Franchisor for its costs of, producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of preparing and conducting direct mail, television, video, radio, Internet, magazine and newspaper advertising campaigns and other public relations activities; creating pitch books, sales contracts, work orders and media buys; developing and/or hosting an Internet web page or site, web development and similar activities; employing advertising agencies to assist therein; creating retail brochures; marketing training, meetings, education and other related activities; and providing promotional brochures, direct mail advertising pieces and other marketing materials to franchisees).

5. All Fund Contributions shall be maintained in a separate account from the monies of Franchisor and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable costs and expenses, if any, that Franchisor may incur in activities reasonably related to the administration of the Fund and/or the Fund activities.
  6. Franchisor may spend all Fund Contributions during Franchisor's fiscal year within which such contributions are made; however, Franchisor has no obligation or duty to do so. If excess amounts remain in any Fund at the end of such fiscal year, these excess amounts will roll over into the Fund for the following fiscal year.
  7. Franchisor has the right to suspend and/or dissolve the Fund at any time upon 60 days' prior written notice.
  8. An unaudited accounting of the operation of the Fund shall be prepared annually and shall be available to Franchisee upon written request after the unaudited accounting is prepared at least 120 days after Franchisor's fiscal year end at issue. Franchisor retains the right to have the Fund reviewed or audited and reported on, at the expense of the Fund, by an independent certified public accountant selected by Franchisor, but Franchisor is under no obligation to do so.
  9. Franchisee agrees and acknowledges that the Fund is not a trust and the Franchisor has no fiduciary duty to Franchisee in administering the Fund.
- F. **Advertising Council.** Franchisor may establish, if and when it deems appropriate in its sole discretion, a council to provide advice and guidance regarding the administration of the Fund and various other advertising/marketing matters (an "Advertising Council"). If Franchisor establishes an Advertising Counsel, it may serve in only an advisory capacity and may consist of franchisees, personnel from Franchisor's affiliate-owned Franchised Businesses, or other management/employees that Franchisor designates. If an Advertising Council is established, the membership of such Advertising Council, along with the policies and procedures by which it operates, will be determined by Franchisor. The recommendations of the Advertising Council shall not be binding on Franchisor.
- G. **Website.** Franchisor may establish an interior page on its corporate website to display the Premises and contact information associated with the Franchised Business for so long as (i) the Franchised Business is open and actively operating, and (ii) this Agreement is not subject to termination. If Franchisor creates and includes any information about Franchisee on a website, then Franchisor may require Franchisee to prepare all or a portion of the page, at Franchisee's expense, using a template that Franchisor provides. Franchisee may not establish any separate website or other Internet presence in connection with the Franchised Business, System or Proprietary Marks without Franchisor's prior written consent. If approved to establish a separate website, Franchisee shall comply with Franchisor's policies, standards and specifications with respect to the creation, maintenance and content of any such website. Franchisee specifically acknowledges and agrees that any website owned or maintained by or for the benefit of Franchisee shall be deemed "advertising" under this Agreement, and will be subject to (among other things) Franchisor's approval as described in this Section 9. Franchisee may not promote or otherwise list its Franchised Business, or the Proprietary Marks or System, on any social media or networking site, including without limitation, Facebook, LinkedIn, Instagram, Pinterest, Twitter or YouTube, without Franchisor's prior written consent. Franchisor shall have the right to modify the provisions

of this Section relating to Franchisee's use of separate websites and social media, as Franchisor determines necessary or appropriate. Franchisee must follow Franchisor's social media policies and directives as set forth in the Manuals, including the Policy and Procedures Manual and/or Marketing Manual.

- H. **Cooperatives.** Franchisor may establish regional advertising cooperatives that are comprised of multiple Franchised Business owners located within a geographical region that Franchisor designates (each, a "Cooperative"). If Franchisor establishes a Cooperative and designates Franchisee as a member thereof, Franchisee may be required to contribute to the Cooperative in a weekly specified amount. All amounts paid to a Cooperative will be credited towards Franchisee's LMR or Fund Contribution. Franchisor may specify the governing rules, terms and operating procedures of any Cooperative.

## 10. **ACCOUNTING AND RECORDS**

- A. **Maintenance of Records.** Franchisee must, in a manner satisfactory to Franchisor and in accordance with generally accepted accounting principles, maintain original, full, and complete register tapes, computer files, back-up files, other records, accounts, books, data, licenses, contracts, and product vendor invoices which shall accurately reflect all particulars relating to the Franchised Business, as well as other statistical and financial information and records Franchisor may require. All of this information must be kept for the duration of this Agreement and for a period of at least three (3) years thereafter. Upon Franchisor's request, Franchisee must furnish Franchisor with copies of any or all product or equipment supply invoices reflecting purchases by or on behalf of the Franchised Business. In addition, Franchisee shall compile and provide to Franchisor any statistical or financial information regarding the operation of the Franchised Business, the products and services sold by it, or data of a similar nature, including without limitation, any financial data that Franchisor believes that it needs to compile or disclose in connection with the sale of franchises or that Franchisor may elect to disclose in connection with the sale of franchises. All data provided to the Franchisor under this Section 10 shall belong to Franchisor and may be used and published by Franchisor in connection with the System (including in Franchisor's disclosure documents).
- B. **Examination and Audit of Records.** Franchisor and its designated agents shall have the right to examine and audit Franchisee's records, accounts, books, computer files and data, including the any proprietary software used in connection with the System, at all reasonable times to ensure that Franchisee is complying with the terms of this Agreement. If such audit discloses that Franchisee has underreported the Gross Sales of the Franchised Business (or any amount due to Franchisor) by two percent (2%) or more in any given reporting period (weekly, monthly or otherwise), then Franchisee must: (i) reimburse Franchisor any costs/expenses incurred in connection with conducting the inspection and audit; and (ii) immediately pay any amount due and owing Franchisor as a result of Franchisee's underreporting, along with any accrued interest on said amounts.
- C. **Computer System for Records.** Franchisee shall record all transactions of the Franchised Business on a Computer System designated or approved by Franchisor, which must contain software that allows Franchisee to record accumulated sales without turning back, resetting or erasing such sales. Franchisor will, at all times and without notice to Franchisee, have the right to independently and remotely access and view Franchisee's Computer System as described in Section 4(C) of this Agreement.

- D. **Computer System Files and Passwords.** Franchisee shall not install or load any computer software on the hard disks of the Computer System used in connection with the Franchised Business without Franchisor's prior written consent. All computer and file passwords associated with the Computer System must be supplied as a list to Franchisor by Franchisee, along with any modifications or changes to that list. The passwords to access the Computer System located at the Premises or used by the Franchised Business, as well as all computer files and records related to the Franchised Business, are the exclusive property of Franchisor and Franchisee must provide Franchisor with these files and information upon the termination or expiration of this Agreement. Consistent with the other provisions of this Agreement, Franchisee agrees and acknowledges that Franchisor may have automatic access to Franchisee's specific passwords/keys/logins through the Computer System components and related software that Franchisor requires Franchisee to use in connection with the Franchised Business.
- E. **Current Contracts, Listings and Projects.** At any time and upon request of Franchisor, Franchisee shall provide Franchisor with a copy or summary listing, at Franchisor's discretion, of all current contracts, listings, agreements, and projects related to Clients and/or properties that Franchisee is involved in or working with.
- F. **Tax Returns.** Upon Franchisor's request, Franchisee shall furnish the Franchisor with a copy of each of its reports, returns of sales, use and gross receipt taxes, and complete copies of any state or federal income tax returns covering the operation of the Franchised Business, all of which Franchisee shall certify as true and correct.
- G. **Right to Require Audit if Franchisee Underreports.** In the event a prior audit or inspection conducted by Franchisor (or its designee) has revealed that Franchisee has underreporting the Gross Sales of the Franchised Business by two percent (2%) or more for any reporting period as described in Section 10(B), then Franchisor may require Franchisee to provide, at the Franchisee's expense, audited financial statements that comply with GAAP and GAAS for Franchisee's fiscal year within 120 days of Franchisee's end.
- H. **Change to Ownership of Franchisee.** In addition to the foregoing statements, Franchisee must provide Franchisor with written reports regarding any authorized change to: (i) the listing of all owners and other holders of any type of interest (legal or beneficial) in Franchisee or the Franchised Business; and (ii) Franchisee's partners, officers, directors, as well as any of the Designated Manager(s) that manage the day-to-day operations of the Franchised Business. Franchisee will notify Franchisor in writing within ten (10) days after any such change, unless Franchisor is required to first notify Franchisor and obtain its approval prior to making any such change.

## 11. **INSURANCE**

- A. **Required Insurance.** Franchisee shall, at its own expense and no later than the earlier of (a) the date on which Franchisee uses any of the Proprietary Marks, or (b) the date Franchisee begins building out the Premises, procure and maintain in full force and effect throughout the term of this Agreement the types of insurance enumerated in the Manuals or otherwise in writing (whether the Franchised Business is open or not). This insurance shall be in such amounts Franchisor or the lessor of the Premises designates from time to time. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

1. Commercial general liability insurance, including personal injury, completed operations, contractual liability, and products liability, in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and not less than Two Million Dollar (\$2,000,000) per occurrence for property damage, and naming Franchisor as an additional insured in each such policy or policies;
  2. Fire, vandalism, and extended coverage insurance with primary and excess limits of not less than the full replacement value of the premises of the Franchised Business and its furniture, fixtures, and equipment;
  3. Auto insurance for any Approved Vehicle used in connection with operating the Franchised Business, which will include liability coverage in the minimum amount of One Million Dollars (\$1,000,000) per year, as well as commercial auto insurance for Franchisee-owned vehicles, which will include collision and comprehensive coverage as well as liability coverage in the minimum amount of \$250,000 per person and \$500,000 per accident per year, or the minimum required by state regulations, whichever is greater;
  4. Employer's liability, workers' compensation insurance and such other insurance as may be required by statute or rule of the state or locality in which the Franchised Business is located and operated;
  5. Business interruption insurance in the amounts and with terms acceptable to Franchisor in writing, via the Manual(s) or otherwise;
  6. If and as required in connection with a given installation or other placement of the Designated Equipment at a given Applicable Property, builder's risk insurance in the amount proposed by your insurance provider or the Client in connection with that specific project; and
  7. To the extent not covered by the above, such insurance coverage as necessary to provide coverage under the indemnity provisions set forth in this Section 11.
- B. Franchisee must buy insurance only from carriers rated A-VIII or better by A.M. Best and Company, Inc. (or similar criteria as Franchisor periodically specifies), unless Franchisor designates specific carriers from which Franchisee must purchase coverage (in which case Franchisee may only purchase from the designated carrier(s)). Franchisor may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, changing economic conditions, or other relevant changes in circumstances. All insurance policies Franchisee purchases must name Franchisor and any affiliate Franchisor designate as additional insureds, and provide for thirty (30) days' prior written notice to Franchisor of a policy's material modification or cancellation. The cost of Franchisee's premiums will depend on the insurance carrier's charges, terms of payment, and Franchisee's insurance and payment histories. Franchisee shall make timely delivery of certificates of all required insurance to Franchisor, each of which shall contain a statement by the insurer that the policy will not be cancelled or materially altered without at least thirty (30) days' prior written notice to Franchisor. The procurement and maintenance of such insurance shall not relieve Franchisee of any liability to Franchisor under any indemnity requirement of this Agreement.

- C. **General Contractor Insurance.** As required by applicable law, Franchisee shall cause the general contractor in connection with any Designated Equipment installation to maintain with a reputable insurer comprehensive general liability insurance, private liability, and independent contractors coverage) in at least the amount of Two Million Dollars (\$2,000,000), with Franchisor named as an additional insured, and workers' compensation and employer's liability insurance as may be required by law.
- D. **Failure to Procure and Maintain Insurance.** If Franchisee fails for any reason to procure and maintain the required insurance coverage, Franchisor has the right and authority (without having any obligation to do so) to immediately procure such insurance coverage, in which case Franchisee must: (i) reimburse Franchisor for the costs incurred to obtain the required insurance (including any premium amounts paid); and (ii) pay Franchisor its then-current administrative fee, as may be reasonably charged by Franchisor as consideration for securing the required insurance on Franchisee's behalf.

## 12. **INDEPENDENT CONTRACTOR AND INDEMNIFICATION**

- A. **No Fiduciary Relationship.** In all dealings with third parties, including without limitation, employees, suppliers, and customers, Franchisee shall disclose in an appropriate manner acceptable to Franchisor that it is an independent entity licensed by Franchisor. Nothing in this Agreement is intended by the parties hereto either to create a fiduciary relationship between them or to constitute the Franchisee an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of Franchisor for any purpose whatsoever.
- B. **Independent Contractor Relationship.** It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation or to create any obligation on behalf of Franchisor. Upon Franchisor's request, Franchisee must display a sign in its Franchised Business displaying the following phrase (or something similar): "This Franchised Business is independently owned and operated pursuant to a franchise agreement."
- C. **Indemnification.**
  - 1. Franchisee, as a material part of the consideration to be rendered to Franchisor, agrees to indemnify, defend and hold Franchisor, as well as Franchisor's directors, officers, principals/owners, managers, shareholders, affiliates (including any affiliate supplier), subsidiaries, employees, servants, agents, successors and assignees (collectively, the "Indemnitees"), harmless from and against any and all losses, damage, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto (including reasonable attorneys' fees and court costs), that are brought against any of the Indemnitees (collectively, the "Claims") that arise out of or are otherwise related to Franchisee's (a) breach or attempted breach of, or misrepresentation under, this Agreement, and/or (b) ownership, construction, development, management, or operation of the Franchised Business in any manner. Notwithstanding the foregoing, at Franchisor's option, Franchisor may choose to engage counsel and defend against any such Claim and may require immediate reimbursement from the Franchisee of all expenses and fees incurred in connection with such defense. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

2. Franchisee will be solely responsible for all ordering and installation of the Designated Equipment at any Authorized Property, whether such installation is performed by Franchisee directly or via one (1) of Franchisor's Approved Suppliers. Franchisor will not be responsible or liable in connection with any claims involving the Designated Equipment and/or the installation of such equipment. Franchisee must indemnify and hold Franchisor (and/or its designated supplier) harmless in connection with any third-party claims or damages arising out of or related to claims arising out of or related to the foregoing responsibilities of Franchisee under this Agreement.

### 13. TRANSFER AND ASSIGNMENT

A. **No Transfer by Franchisee Without Franchisor's Approval.** Franchisee's rights under this Agreement are personal, and Franchisee shall not sell, transfer, assign or encumber Franchisee's interest in this Agreement or the Franchised Business (or undertake any of the actions identified in Section 13(C) of this Agreement) without Franchisor's prior written consent. Any sale, transfer, assignment or encumbrance made without Franchisor's prior written consent shall be voidable at Franchisor's option and shall subject this Agreement to termination as specified herein.

B. **Death or Disability.**

1. In the event of Franchisee's death, disability or incapacitation (or the death, disability or incapacitation of Franchisee's principals/owners/guarantors), Franchisee's legal representative, or Franchisee's partner's or guarantor's respective legal representative, as applicable, will have the right to continue the operation of the Franchised Business as "Franchisee" under this Agreement if: (i) within ninety (90) days from the date of death, disability or incapacity (the "90 Day Period"), such person has obtained Franchisor's prior written approval and has executed Franchisor's then-current franchise agreement for the unexpired term of the franchise, or has furnished a personal guaranty of any partnership, corporate or limited liability company Franchisee's obligations to Franchisor and Franchisor's affiliates; and (ii) such person successfully completes Franchisor's training program (which Franchisor will provide at Franchisor's then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by the Franchise Agreement and are acceptable to Franchisor.
2. Franchisor is under no obligation to operate the Franchised Business, or incur any obligation on behalf of any incapacitated franchisee, during or after the 90 Day Period. If necessary, Franchisee (or Franchisee's legal representative, as applicable) shall appoint a previously approved acting interim manager to operate the Franchised Business during the 90 Day Period. In the event of Franchisee's death, disability, absence or otherwise, Franchisor may (but is not required to) operate the Franchised Business on Franchisee's behalf and at Franchisee's expense for such period of time (and under such terms and conditions) as Franchisor determines, including paying out the assets and/or revenues of the Franchised Business to cover any or all past, current and/or future obligations of the Franchised Business (including any amounts owed to Franchisor and/or any affiliate) in such priorities as Franchisor determines in Franchisor's sole discretion. Franchisor may pay itself a reasonable amount to reimburse Franchisor for Franchisor's management services

and other costs. Franchisor may obtain approval of a court or arbitrator for any such arrangements, the attorney's fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of the Franchised Business. Franchisee (and/or Franchisee's estate) will indemnify Franchisor against any costs and/or liabilities incurred by it in connection with, or related in any way to, the operation (or otherwise) of the Franchised Business

3. Franchisor will not collect any transfer fee if there is a transfer under this Section 13(B) to an immediate family member of the Franchisee that Franchisor approves pursuant to Section 13(E).

C. **Ownership.** In addition to those acts described in Section 13(A), a transfer or assignment requiring Franchisor's prior written consent shall be deemed to occur: (i) if Franchisee is a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of Franchisee's ownership shares/stock or any increase in the number of outstanding shares/stock of Franchisee's ownership/membership units that results in a change of ownership; (ii) if Franchisee is a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if Franchisee is a limited liability company, upon the assignment, sale, pledge or transfer of any interest in the limited liability company. Any new partner, shareholder, or member or manager owning having an ownership interest in the surviving entity after the proposed transfer will be required to personally guarantee Franchisee's obligations under this Agreement. A transfer pursuant to (i) and (iii) above shall not be subject to Franchisor's right of first refusal as set forth in Section 13(D) so long as there is no change in control (ownership or otherwise) with respect to Franchisee.

D. **Right of First Refusal.** If (a) Franchisee proposes to transfer any of its interest in this Agreement or the Franchised Business or any interest in its lease for the Premises, or (b) Franchisee's owners propose to transfer any interest in Franchisee if Franchisee is an entity (other than a corporation or limited liability company as set forth in Section 13(C) hereof or in the event of Franchisee's death/disability as set forth in Section 13(B)), then Franchisee shall first offer to sell such interest to Franchisor on the same terms and conditions as offered by such third party. Franchisee shall obtain from the third party and provide Franchisor a statement in writing, signed by the third party and Franchisee, of the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a thirty (30) day period, Franchisee shall have a period not to exceed sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 13(E) of this Agreement. Franchisee shall effect no other sale or transfer as contemplated under the Letter of Intent without first complying with this Section. Any material change in the terms of the offer will be deemed a new proposal subject to Franchisor's right of first refusal. So long as Franchisee has obtained Franchisor's prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions set forth below, is not subject to Franchisor's first right of refusal.

E. **Conditions for Approval.** Franchisor may condition Franchisor's approval of any proposed sale or transfer of the Franchised Business or of Franchisee's interest in this Agreement or any other acts of transfer described in Section 13(C) upon satisfaction of the following occurrences:

1. All of Franchisee's accrued monetary obligations to Franchisor, Franchisor's

affiliates, and Franchisor's designated/approved suppliers and vendors, are satisfied;

2. Franchisee must cure all existing defaults under this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, Franchisor's designated/approved suppliers and vendors, within the period permitted for cure and have substantially complied with such agreements during their respective terms;
3. Franchisee and Franchisee's principals (if Franchisee is a partnership, corporation or limited liability company), and the transferee (if it has had any previous relationship with Franchisor or Franchisor's affiliates), must execute a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's affiliates and officers, directors, shareholders and employees, in their corporate and individual capacities;
4. Franchisee or transferee shall provide Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of and agreement to faithfully perform all of Franchisee's obligations under this Agreement;
5. The transferee shall demonstrate to Franchisor's satisfaction that he or she meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement; however, transferee shall not be in the same business as Franchisor either as licensor, franchisor, independent operator or licensee of any other business or chain which is similar in nature or in competition with Franchisor, except that the transferee may be an existing franchisee of ours;
6. The transferee shall execute Franchisor's then-current franchise agreement (which may contain materially different terms than this Agreement) for the remaining balance of Franchisee's term under this Agreement, with transferee's term commencing on the date the transferee executes the then-current franchise agreement;
7. Franchisee or transferee shall pay Franchisor a transfer fee equal to \$10,000, except in the case of (i) a transfer to a corporation formed for the convenience of ownership, or (ii) for approved intra-family transfers or for a transfer which arises upon death or mental incompetency, where Franchisor has the right to charge an administrative fee amounting to up to \$1,000 to help defray its legal and other costs associated with the contemplated transfer;
8. Franchisee must cover any and all third-party broker fees associated with transfer, if and upon the such transfer being effectuated;
9. The transferee shall satisfactorily complete Franchisor's Initial Training Program within the time frame Franchisor sets forth without paying an additional tuition fee, but the transferee will be responsible for all costs and expenses associated with attending the Initial Training Program;

10. Franchisee (and Franchisee's principals/guarantors if Franchisee is a partnership, corporation or limited liability company) must comply with the post-termination provisions of this Agreement;
11. The transferee must demonstrate that is has obtained or maintained, within the time limits set by Franchisor, all permits and licenses required for the continued operation of the Franchised Business;
12. The agreement must provide for the assignment and transfer of any Designated Equipment and/or Service Agreement(s) owned by the Franchisee as of the date of the assignment;
13. To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer; and
14. The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises.

Franchisor will not unreasonably withhold its consent to a proposed transfer or assignment requested by Franchisee, provided the foregoing conditions are met. Franchisor's approval of a transfer shall not operate as a release of any liability of the transferring party nor shall such approval constitute a waiver of any claims Franchisor may have against the transferring party. Furthermore, Franchisor agrees that Franchisee will not be required to pay any transfer fee in the event: (i) Franchisee wishes to transfer its rights under the Franchise Agreement to a newly-established legal business entity that is wholly owned by Franchisee and established solely for purposes of operating the Franchised Business under the Franchise Agreement; or (ii) Franchisee is required to encumber certain assets of the Franchised Business (or subordinate Franchisor's security interest thereto) in order to receive SBA or other traditional bank financing, provided Franchisor otherwise approves of the transfer.

- F. **Transfer from an Individual Franchisee to Business Entity.** If Franchisee is an individual and desires to assign its rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, Franchisor will consent to the transfer without assessing the transfer fee or training tuition fees set forth in Section 13(E)(7)-(8), and such assignment will not be subject to Franchisor's right of first refusal in Section 13(D): (i) the corporation or limited liability company is newly organized and its activities are confined to operating the Franchised Business; (ii) the entity at issue is wholly owned by Franchisee (and no other party); (iii) the corporation or limited liability company agrees in writing to assume all of Franchisee's obligations hereunder; and (iv) all stockholders of the corporation, or members and managers of the limited liability company, as applicable, personally guarantee prompt payment and performance by the corporation or limited liability company of all its obligations to Franchisor and Franchisor's affiliates, under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and execute the Personal Guaranty attached to this Agreement as Exhibit B.
- G. **Franchisor's Right to Transfer.** Franchisor has the irrevocable right to sell, transfer, assign and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Agreement in Franchisor's sole discretion.

## 14. COVENANTS

Franchisee acknowledges that, as a participant in Franchisor's System, Franchisee will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques that Franchisor has developed. As such, Franchisee agrees to the covenants in this Section to protect Franchisor, the System, Proprietary Marks and Franchisor's other franchisees.

A. **During the Term of this Agreement.** During the term of this Agreement, neither Franchisee, its principals, owners, guarantors or any Designated Manager, nor any immediate family of Franchisee, its principals, owners, guarantors or any Designated Manager, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1. Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend money or extend credit to, lease/sublease space to, or have any interest in or involvement with, any other business that (a) offers, sells, or provides any installation or placement services in connection with, electric and/or hybrid vehicle charging equipment and/or any related services (each, a "Competing Business"), or (b) offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business. For purposes of this Agreement, a Competing Business does not include: (i) any business operated by Franchisee under a Franchise Agreement with Franchisor; or (ii) any business operated by a publicly-traded entity in which Franchisee owns less than two percent (2%) legal or beneficial interest;
2. Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System Business owner, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or
3. Divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

B. **After the Term of this Agreement.**

1. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date this Agreement is terminated or expires.
2. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of

Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

- a. Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, or have any interest in or involvement with any other Competing Business:
  - i. within the Designated Territory;
  - ii. within a 15-mile radius of the Designated Territory;
  - iii. within a 15-mile radius of any System Business that is operating or otherwise under development as of the date this Agreement expires and/or is terminated (each, an “Applicable Business”); or
  - iv. within a 15-mile radius of any other designated territory that has been granted in connection with any such Applicable Business noted in subpart (iii) above; or
- b. To the extent permitted under applicable law, solicit business from Clients of Franchisee’s former Franchised Business or contact any of Franchisor’s suppliers or vendors for any competitive business purpose, nor solicit any of Franchisor’s other employees, or the employees of Franchisor’s affiliates or any other System franchisee to discontinue employment; or
- c. Divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

C. **Intent and Enforcement.** It is the parties’ intent that the provisions of this Section 14 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of Section 14 by Franchisee, any of Franchisee’s principals, or any member of the immediate family of Franchisee or Franchisee’s principals, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Franchisee acknowledges that the covenants contained herein are necessary to protect the goodwill of the Franchised Business, other System franchisees, and the System. Franchisee further acknowledges that covenants contained in Section 14 are necessary to protect Franchisor’s procedures and know-how transmitted during the term of this Agreement. Franchisee agrees that in the event of the actual or threatened breach of Section 14, Franchisor’s harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee acknowledges and agrees on Franchisee’s own behalf and on behalf of the persons who are liable under this Section 14 that each has previously worked or been gainfully employed in other careers and that the provisions of Section 14 in no way prevent any such person from earning a living. Franchisee further acknowledges and agrees that the time limitation on the restrictive covenants set forth in Section 14(C) shall be tolled during any period where Franchisee is in violation or default of such provisions hereunder.

D. **Confidentiality and Restrictive Covenant Agreement.** Franchisee must ensure that all management personnel of the Franchised Business, as well as any officers and directors of Franchisee, execute Franchisor’s then-current form of Confidentiality and Restrictive

Covenant Agreement (which will be in substantially the same form as the document attached to the Franchise Disclosure Document). Franchisee must furnish Franchisor a copy of each executed agreement.

- E. **No Defense.** Franchisee hereby agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 14. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) that Franchisor incurs in connection with the enforcement of this Section 14.

## 15. **DEFAULT AND TERMINATION**

Franchisor may terminate this Agreement as described in this Section, and Franchisee agrees and acknowledges that the defaults, or failure to cure such defaults within the appropriate time period prescribed below (if any), shall constitute "good cause" and "reasonable cause" for termination under any state franchise laws or regulations that might apply to the operation of the Franchised Business.

- A. **Automatic Termination.** This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

1. The Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, unless otherwise prohibited by law;
2. A petition in bankruptcy is filed by Franchisee or such a petition is filed against and consented to by Franchisee and not dismissed within thirty (30) days;
3. A bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian in connection with the Franchisee or Franchised Business (or assets of the Franchised Business) is filed and consented to by Franchisee;
4. A receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed;
5. A final judgment in excess of Ten Thousand Dollars (\$10,000.00) against Franchisee remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction), except that Franchisor may provide Franchisee with additional time to satisfy the judgment if Franchisee demonstrates that it is using commercially reasonable efforts to resolve the issues related to the judgment; or
6. Franchisee attempts to sell, transfer, encumber or otherwise dispose of any interest in Franchisee, this Agreement or the Franchised Business in violation of Section 13 hereof.

- B. **Termination upon Notice.** Franchisor has the right to terminate this Agreement upon written notice to Franchisee without providing Franchisee any opportunity to cure with respect to any of the following breaches or defaults:

1. If Franchisee or Franchisee's owners/principals commit any fraud or

misrepresentation in the establishment or operation of the Franchised Business, including without limitation, any misrepresentation made in Franchisee's franchise application;

2. If Franchisee and any other required attendees fail to attend and complete the Initial Training Program within the time period prescribed in this Agreement;
3. If Franchisee receives from Franchisor three (3) or more notices to cure the same or similar defaults or violations set forth in Section 15(C) of this Agreement during any twelve (12) month period, whether or not these breaches were timely cured;
4. If Franchisee or Franchisee's owners/principals violate any of the in-term covenant not to compete or any of the other restrictive covenants set forth in Section 14 of this Agreement;
5. If Franchisee misuses the Proprietary Marks or Confidential Information in any manner, or otherwise violates any provision of this Agreement related to the use of the Proprietary Marks, Confidential Information and any other confidential materials provided by Franchisor (including those provisions related to non-disclosure of the Manuals and other confidential materials that Franchisor loans to Franchisee);
6. If Franchisee misuses any Required Software that Franchisor designates for use in connection with the Franchised Business in a manner that demonstrates an intent to (a) underreport, or (b) divert business from the Franchised Business to any other party;
7. If Franchisee or any of Franchisee's principals default on any other agreement with Franchisor or any affiliate or Approved Supplier of Franchisor, and such default is not cured within the prescribed time period set forth in that other agreement;
8. If Franchisee defaults under the lease for the Premises and does not cure within the prescribed period of time thereunder, or if Franchisee otherwise loses its right to possess and control the Premises to operate the Franchised Business at any time during the term of this Agreement (except in cases of *force majeure* and cases where Franchisor has previously approved Franchisee's relocation request and Franchisee timely relocates);
9. If Franchisee fails to (a) secure a Premises, or (b) open and commence operations of the Franchised Business, within the prescribed time period(s) set forth in Section 6 of this Agreement;
10. If Franchisee fails to cure any of the following violations under this Agreement within ten (10) days of being notified by Franchisor: (i) failure to offer only those Approved Products and Approved Services that Franchisor authorizes at the Franchised Business; (ii) any purchase of any non-approved item or service for use in connection with the Franchised Business; (iii) failure to purchase any Required Item that Franchisor designates as necessary for the establishment or operation of the Franchised Business from the appropriate Approved Supplier(s) that Franchisor designates;

11. If Franchisee voluntarily or otherwise abandons the Franchised Business. For purposes of this Agreement, the term “abandon” means: (i) failure to actively operate the Franchised Business for more than two (2) business days without Franchisor’s prior written consent; or (ii) any other conduct on the part of Franchisee or its principals that Franchisor determines indicates a desire or intent to discontinue operating the Franchised Business in accordance with this Agreement or the Manuals;
12. If Franchisee fails to provide Franchisor with access, or otherwise blocks Franchisor’s access, to Franchisee’s Computer System as required under this Agreement, and fails to remedy this default within forty-eight (48) hours of being notified by Franchisor;
13. If Franchisee fails to pay Franchisor, its affiliates or any other Approved Supplier any amount due under this Franchise Agreement or otherwise in connection with the Franchised Business within 10 days of the date that Franchisor provides Franchisee with notice of said monetary default;
14. If Franchisee fails, for a period of fifteen (15) days after notification of non-compliance by appropriate authority, to: (i) comply with any law or regulation applicable to the operation of the Franchised Business; and/or (ii) obtain any other requisite or prescribed licenses, certificates, permits or approvals necessary to operate the Franchised Business at the Premises;
15. If Franchisee, any person controlling, controlled by, or under common control with the Franchisee, any principal officer or employee of Franchisee, or any person owning an interest in Franchise is convicted of a felony or any other crime of moral turpitude that is likely, in the reasonable opinion of Franchisor, to materially and adversely affect the franchise system, brand, Proprietary Marks and/or the goodwill associated therewith;
16. If Franchisee takes for Franchisee’s own personal use any assets or property of the Franchised Business, including inventory, employee taxes, FICA, insurance or benefits;
17. If there are insufficient funds in Franchisee’s EFT Account to cover a check or EFT payment due to Franchisor or its affiliates under this Agreement three (3) or more times within any twelve (12) month period;
18. If Franchisee commits repeated violations of any health, zoning, sanitation, or other regulatory law, standard, or practice; operates the business in a manner that presents a health or safety hazard to its employees or customers; and/or
19. If Franchisee, on three (3) or more occasions, fails to comply with the standards and specifications set forth in the Manuals during any eighteen (18) month period, whether or not these failures were timely cured.

C. **Termination upon Notice and 30 Days’ Cure.** Except for those defaults set forth in Sections 15(A)-(B) of this Agreement, Franchisor may terminate this Agreement upon notice to Franchisee in the event Franchisee: (i) breaches or violates any other covenant, obligation, term, condition, warranty, or certification under this Agreement, including

Franchisee's failure to comply with any of Franchisor's other System standards and specifications in the operation of the Franchised Business as set forth in the Manuals; and (ii) fails to cure such breach or violation within thirty (30) days of the date Franchisee is provided with notice thereof by Franchisor.

- D. **Step-In Rights.** In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right or any other rights hereunder, if this Agreement is subject to termination due to Franchisee's failure to cure any default within the applicable time period (if any), then Franchisor has the right, but not the obligations, to enter the Premises and exercise complete authority with respect to the operation of the Franchised Business until such time that Franchisor determines, in its reasonable discretion, that the default(s) at issue have been cured and that Franchisee is otherwise in compliance with the terms of this Agreement. In the event Franchisor exercises these "step-in rights," Franchisee must (a) pay Franchisor a management fee amounting to eight percent (8%) of the Gross Sales of the Franchised Business during the time period that Franchisor's representatives are operating the Franchised Business (the "Management Fee"), and (b) reimburse Franchisor for all reasonable costs and overhead that Franchisor incurs in connection with its operation of the Franchised Business, including without limitation, costs of personnel supervising and staffing the Franchised Business and any travel, lodging and meal expenses. If Franchisor undertakes to operate the Franchised Business pursuant to this Section, Franchisee must indemnify, defend and hold Franchisor (and its representatives and employees) harmless from and against any Claims that may arise out of Franchisor's operation of the Franchised Business.

## 16. **POST-TERM OBLIGATIONS**

Upon the expiration or termination of this Agreement, Franchisee shall immediately:

- A. **Cease Ownership and Operation of Franchised Business; Cease Affiliate with Franchisor and Brand Generally.** Cease to be a franchise owner of Franchised Business under this Agreement and cease to operate the former Franchised Business under the System. If this Agreement is terminated for cause by Franchisor, then Franchisee shall not thereafter directly or indirectly represent to the public that the former Franchised Business is or was operated or in any way connected with the System or hold itself out as a present or former franchise owner of an Franchised Business (unless Franchisor agrees otherwise in writing).
- B. **Return Manuals and Confidential Information.** Return to Franchisor the Manuals and all trade secrets, Confidential Information (including all Client lists and Approved Services agreements) and other confidential materials, equipment, software and property owned by Franchisor and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided, however, that Franchisee may retain its copy of this Agreement, any correspondence between the parties, and any other document which Franchisee reasonably needs for compliance with any applicable provision of law.
- C. **Assignment of Approved Services Contracts, Telephone/Facsimile Numbers and Domain Names.** Take such action as may that Franchisor designates to: (i) provide and assign to Franchisor the then-current and up-to-date (a) Client and property lists, and (b) any Approved Services contracts and other agreements between Clients and the former Franchised Business; and (ii) transfer, disconnect, forward, or assign all telephone/facsimile numbers and domain names used in connection with the former Franchised Business, as well as any white and yellow page telephone references, advertisements, and all trade and similar

name registrations and business licenses to Franchisor or its designee and cancel any interest which Franchisee may have in the same (as Franchisor directs in its sole discretion). Franchisee agrees to execute all documents necessary to comply with the obligations of this Section, including the form Conditional Assignment of Telephone/Facsimile Numbers and Domain Names attached to this Agreement as Exhibit F.

- D. **Cease Using Proprietary Marks.** Cease to use in advertising or in any manner whatsoever any methods, procedures, or techniques associated with the System in which Franchisor has a proprietary right, title, or interest, and cease to use the Proprietary Marks and any other marks and indicia of operation associated with the System.
1. Remove all trade dress, then Franchisee must remove physical characteristics, color combinations, and other indications of operation under the System from the Premises and from the Approved Vehicles (and provide documentation thereof to Franchisor as set forth in Section 16(G) below); and
  2. Upon Franchisor's request, Franchisee must provide all materials bearing the Proprietary Marks to Franchisor upon expiration or termination of this Agreement for any reason, without cost to Franchisor.
- E. **Compliance with Post-Term Covenants.** Strictly and immediately comply with the post-term covenants not to compete and other restrictive covenants set forth in Section 14 of this Agreement.
- F. **Payment of Amounts Due; Continued Payments in Connection with Any Designated Equipment Still Operating at an Applicable Property.**
1. Pay Franchisor, as well as each of Franchisor's Approved Suppliers, any and all amounts owed under this Agreement or otherwise in connection with the former Franchised Business within 10 days of the termination or expiration date.
  2. Ensure that Franchisor is paid the appropriate Royalty Fee in connection with any Designated Equipment that Franchisor and the Approved Supplier thereof mutually agree and determine to allow to continue to operate and provide charging services after the expiration or termination of this Agreement (the "Trailing Royalty Fees"), which the parties agreeing and acknowledging that such obligation in connection with the Trailing Royalty Fees shall specifically survive any expiration or termination of this Agreement.
- G. **Written Evidence of Compliance.** Provide Franchisor with written evidence that they have complied with the post-term obligations, within thirty (30) days' notice of termination or scheduled expiration of the franchise.
- H. **Purchase of Assets.** Afford and provide Franchisor the irrevocable option, but not the obligation, within thirty (30) days after the date of termination, expiration, and non-renewal of this Agreement to purchase any and all of Franchisee's operating assets from the Franchised Business at a purchase price equal to net depreciated book value. If Franchisor elects this option, Franchisor will deliver written notice to Franchisee. Franchisor will have the right to inspect equipment at any time during this thirty (30) day period. If Franchisor elects to purchase equipment as part of the asset purchase, Franchisor will be entitled to, and Franchisee must provide, all customary warranties and representations as to compliance

with law, the maintenance, function, and condition of the equipment and Franchisee's good title to the equipment (including, but not limited to, that Franchisee owns the equipment free and clear of any liens and encumbrances).

- I. **Disconnection of Telephone Number on Termination/Renewal.** Franchisee acknowledges that there will be substantial confusion among the public if, after the termination or expiration and non-renewal of this Agreement, Franchisee continues to use advertisements and/or the telephone number listed in the telephone directory under the mark 4EVERCHARGE or otherwise used in connection with the Franchised Business. Thus, effective upon the termination or expiration and non-renewal of this Agreement, Franchisee agrees to direct the telephone company servicing Franchisee, per Franchisor's request, to disconnect the telephone number used in connection with the Franchised Business or transfer such number to Franchisor or to any person or location of Franchisor's choosing. If Franchisee fails to take these steps, Franchisee shall be deemed to have hereby irrevocably appointed Franchisor as Franchisee's attorney-in-fact for purposes of directing and accomplishing such transfer. Franchisee understands and agrees that, notwithstanding any billing arrangements with any telephone company or yellow pages directory company, Franchisor will be deemed for purposes hereof to be the subscriber of such telephone numbers, with full authority to instruct the applicable telephone or yellow pages directory company as to the use and disposition of telephone listings and numbers. Franchisee hereby agrees to release, indemnify, and hold such companies harmless from any damages or loss as a result of following Franchisor's instructions.

## 17. **TAXES AND INDEBTEDNESS**

- A. **Taxes.** Franchisee must promptly pay when due any and all federal, state, and local taxes, including without limitation, unemployment, workers' compensation, lodging, and sales taxes which are levied or assessed with respect to any services or products furnished, used, or licensed pursuant to this Agreement and all accounts or other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Business.
- B. **Debts and Obligations.** Franchisee hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of the Franchised Business.

## 18. **WRITTEN APPROVALS; WAIVERS; FORMS OF AGREEMENT; AMENDMENT**

- A. **Franchisor's Approval.** Whenever this Agreement requires or Franchisee desires to obtain Franchisor's approval, Franchisee shall make a timely written request. Unless a different period is specified in this Agreement, Franchisor shall respond with its approval or disapproval within fifteen (15) days of receipt of such request. If Franchisor has not specifically approved a request within such fifteen (15) day period, such failure to respond shall be deemed as a disapproval of any such request.
- B. **No Waiver.** No failure of Franchisor to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. No waiver or approval by Franchisor of any particular breach or default by Franchisee; no delay, forbearance, or omission by Franchisor to act or give notice of default or to exercise any power or right arising by reason of such default hereunder; and no acceptance by Franchisor of any payments due hereunder shall be considered a waiver or approval by Franchisor of

any preceding or subsequent breach or default by Franchisee of any term, covenant, or condition of this Agreement.

- C. **Terms of Other Franchise Agreements.** No warranty or representation is made by the Franchisor that all franchise agreements heretofore or hereafter issued by Franchisor in connection with a Franchised Business do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that Franchisor may, in its reasonable business judgment due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other System franchise owners in a non-uniform manner.
- D. **Modification of System and Manuals.** Subject to the provisions in Section 22 and Franchisor's right to updated and modify the System and Manuals consistent with applicable laws, the parties agree and acknowledge that no amendment, change, or variance from this Agreement shall be binding upon either Franchisor or Franchisee unless set forth in writing and signed by both parties.
- E. **No Disclaimers of Franchise Disclosure Document.** Nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor has made in the franchise disclosure document.

## 19. **ENFORCEMENT**

- A. **Injunctive Relief.** The Franchisor or its designee shall be entitled to obtain without bond, declarations, temporary and permanent injunctions, and orders of specific performance in order to enforce the provisions of this Agreement relating to Franchisee's use of the Proprietary Marks, the obligations of Franchisee upon termination or expiration of this Agreement, and assignment of the franchise and ownership interests in Franchisee or in order to prohibit any act or omission by Franchisee or its employees which constitutes a violation of any applicable law or regulation, which is dishonest or misleading to prospective or current customers of businesses operated under the System, which constitutes a danger to other franchise owners, employees, customers, or the public or which may impair the goodwill associated with the Proprietary Marks.
- B. **No Withholding of Payments.** Franchisee agrees and acknowledges that it may not withhold payments or amounts of any kind due to Franchisor on the premise of alleged nonperformance by Franchisor of any of its obligations hereunder.
- C. **Costs and Attorneys' Fees.** If Franchisee is in breach or default of any monetary or non-monetary obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Franchisee must reimburse Franchisor for all costs/expenses incurred in connection with enforcing its rights under this Agreement including all reasonable attorneys' fees, court costs and litigation expenses. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

**20. NOTICES**

Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a recognized courier service, receipt acknowledged. Notices must be provided to each party at the respective addresses set forth below:

To Franchisor: 4Ever Charge Franchising, LLC  
Attn: John Biagas, President  
627 36<sup>th</sup> Street  
Newport News, Virginia 23607

With a copy to: Attn: William R. Graefe, Esq.  
pHranchiseLaw  
2003B Cambridge Street  
Philadelphia, PA 19130  
[williamgraefe@pHranchiseLaw.com](mailto:williamgraefe@pHranchiseLaw.com) (email required)

To Franchisee: \_\_\_\_\_  
\_\_\_\_\_

Any notice complying with the provisions hereof will be deemed delivered at the earlier of: (i) three (3) days after mailing; or (ii) the actual date of delivery or receipt (as evidenced by the courier). Each party shall have the right to designate any other address for such notices by providing the other party(ies) with written notice thereof at the addresses above, and in such event, all notices to be mailed after receipt of such notice shall be sent to such other address.

**21. GOVERNING LAW AND DISPUTE RESOLUTION**

- A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to this state’s conflict of laws principles.
- B. **Internal Dispute Resolution.** Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor’s President and/or Chief Executive Officer, after providing notice as set forth in Section 21(G) of this Agreement, and make every effort to resolve the dispute internally. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee’s dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.
- C. **Mediation.** At Franchisor’s option, all claims or disputes between Franchisee and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor (or its affiliates), or any of the parties’ respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 21(B) above, will be submitted first to mediation to take place at Franchisor’s then-current headquarters under the auspices of the American Arbitration Association (“AAA”), in accordance with AAA’s Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of

such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Franchisee will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 21(C) if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information or other confidential information; (ii) any of the restrictive covenants contained in this Agreement; and (iii) any of Franchisee's payment obligations under this Agreement.

- D. **Injunctive Relief.** Franchisee acknowledges and agrees that irreparable harm could be caused to Franchisor by Franchisee's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Franchisee's use of the Proprietary Marks and Confidential Information (including any proprietary software used in connection with the Franchised Business); (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Franchisee's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Proprietary Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) to prohibit any act or omission by Franchisee or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Franchisee's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Franchisee waives all damage claims if the injunction is wrongfully issued.
- E. **Venue.** Subject to Sections 21(A) through 21(D) above, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated to conclusion exclusively in the state court of general jurisdiction encompassing or closest to Newport News, Virginia or, if appropriate, the United States District Court for the Eastern District of Virginia. Franchisee acknowledges that this Agreement has been entered into in the Commonwealth of Virginia, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in Virginia, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Virginia as set forth in this Section.
- F. **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, owners, members, managers, agents and/or employees are express third party beneficiaries of the provisions of

this Agreement, including the dispute resolution provisions set forth in this Section 21, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Franchisee.

- G. **Notice Requirement.** As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.
- H. **No Withholding of Payments.** Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.
- I. **Limitation of Actions.** Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.
- J. **Waiver of Punitive Damages.** Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to Franchisee's default, which the parties agree and acknowledge Franchisor may claim under this Agreement.
- K. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

- L. **WAIVER OF CLASS ACTIONS.** THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

## 22. **SEVERABILITY AND CONSTRUCTION**

- A. Should any provision of this Agreement for any reason be held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this paragraph shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Each party agrees to execute and deliver to the other any further documents which may be reasonably required to make fully the provisions hereof. Franchisee understands and acknowledges that Franchisor shall have the right in its sole discretion on a temporary or permanent basis, to reduce the scope of any covenant or provision of this Agreement binding upon Franchisee without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it will comply forthwith with any covenant as so modified, which shall be fully enforceable.
- B. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute the same instrument.
- C. The table of contents, headings, and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement.

All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require. The parties agree that each Section of this Agreement shall be construed independently of any other Section or provision of this Agreement.

## 23. **ACKNOWLEDGMENTS**

- A. Franchisee acknowledges that it received a complete copy of this Agreement for a period not less than fourteen (14) calendar days, during which time conducted an independent investigation of the business licensed hereunder to the extent of Franchisee's desire to do so. Franchisee recognizes and acknowledges that the business venture contemplated by this Agreement involves business risks, and that its success will be largely dependent upon the ability of the Franchisee as an independent businessperson. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, that Franchisee will be successful in this venture or that the business will attain any level of sales volume, profits, or success. Franchisee acknowledges that this Agreement, the franchise disclosure document ("FDD"), and the exhibits hereto constitutes the entire Agreement of the parties. This Agreement terminates and supersedes any prior agreement between the parties concerning the same subject matter.

- B. Franchisee agrees and acknowledges that fulfillment of any and all of Franchisor's obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Franchisee for any reason. This is an important part of this Agreement. Franchisee agrees that nothing that Franchisee believes Franchisee has been told by Franchisor or Franchisor's representatives shall be binding unless it is written in this Agreement. This is an important part of this Agreement. Do not sign this Agreement if there is any question concerning its contents or any representations made.

*[The remainder of this page is intentionally left blank.  
Signatures appear on the following page.]*

**IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal on the date first written above.**

**FRANCHISOR:**

**4EVER CHARGE FRANCHISING, LLC**

By: \_\_\_\_\_  
John Biagas, President

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

**FRANCHISEE:**

**[FRANCHISEE ENTITY NAME]**

By: \_\_\_\_\_  
[Name], [Title]

[OR]

**[INDIVIDUAL FRANCHISEE NAMES]**

**[NAME]**

\_\_\_\_\_  
[Name], Individually

**[NAME]**

\_\_\_\_\_  
[Name], Individually

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

**EXHIBIT A TO THE FRANCHISE AGREEMENT**  
**DATA SHEET AND STATEMENT OF OWNERSHIP**

1. SITE SELECTION AREA

If and only if Franchisee will not be operating from a home office or other existing premises that Franchisee has the right to occupy and Franchisor has approved consistent with the terms of the Franchise Agreement, Franchisee must locate and secure a Premises for the Franchised Business within the following Site Selection Area:

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2. PREMISES

Pursuant to Section 2(B) of the Franchise Agreement, the Franchised Business shall be located at the following approved Premises:

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3. DESIGNATED TERRITORY

Pursuant to Section 2(C) of the Franchise Agreement, Franchisee's Designated Territory will be defined as set forth in the space below and/or map attached to this Data Sheet as Schedule 1:

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4. FRANCHISEE PRIMARY CONTACT

The following individual is a shareholder, member, or partner of Franchisee and is the principal person to be contacted on all matters relating to the Franchised Business:

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

Primary Telephone No.: \_\_\_\_\_

Primary E-mail Address (personal): \_\_\_\_\_

5. STATEMENT OF OWNERSHIP

If Franchisee is a corporation, limited liability company, partnership or other business entity, the undersigned agree and acknowledge that the following is a complete list of all of the shareholders, members, or partners of Franchisee and the percentage interest of each individual:

| <u>Name</u> | <u>Position/Title</u> | <u>Interest (%)</u> |
|-------------|-----------------------|---------------------|
| _____       | _____                 | _____               |
| _____       | _____                 | _____               |
| _____       | _____                 | _____               |
| _____       | _____                 | _____               |

**THE PARTIES SIGNING THIS DATA SHEET BELOW AGREE AND ACKNOWLEDGE THAT THIS DATA SHEET, BY ITSELF, DOES NOT CONSTITUTE A FRANCHISE AGREEMENT OR OTHERWISE CONFER ANY FRANCHISE RIGHTS UPON FRANCHISEE. THIS DATA SHEET PROVIDES CERTAIN DEAL-SPECIFIC INFORMATION IN CONNECTION WITH THE FRANCHISE THAT IS GOVERNED BY THE FRANCHISE AGREEMENT TO WHICH THIS DATA SHEET IS AN EXHIBIT.**

**THE PARTIES AGREE AND ACKNOWLEDGE THAT THE FOREGOING FRANCHISE AGREEMENT MUST BE EXECUTED PRIOR TO OR CONTEMPORANEOUS WITH THIS DATA SHEET FOR ANY RIGHTS TO BE CONFERRED.**

IN WITNESS WHEREOF, the undersigned has duly executed this Exhibit to the Franchise Agreement on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**FRANCHISOR:**

**4EVER CHARGE FRANCHISING, LLC**

By: \_\_\_\_\_  
John Biagas, President

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

**FRANCHISEE:**

**[FRANCHISEE ENTITY NAME]**

By: \_\_\_\_\_  
[Name], [Title]

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

## **EXHIBIT B TO THE FRANCHISE AGREEMENT**

### **PERSONAL GUARANTY**

NOTE: IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY, THEN EACH INDIVIDUAL/ENTITY WITH AN OWNERSHIP INTEREST IN FRANCHISEE (PRINCIPALS/MEMBERS/SHAREHOLDERS/MANAGERS/PARTNERS/ETC.) AND THEIR RESPECTIVE SPOUSES MUST EXECUTE THIS FORM OF PERSONAL GUARANTY. IF FRANCHISEE IS AN INDIVIDUAL AND FRANCHISEE'S SPOUSE HAS NOT SIGNED THE FRANCHISE AGREEMENT DIRECTLY, THEN FRANCHISEE'S SPOUSE MUST EXECUTE THIS FORM OF PERSONAL GUARANTY.

### **ARTICLE I PERSONAL GUARANTY**

The undersigned persons (individually and collectively "you") hereby represent to 4EVER CHARGE FRANCHISING, LLC (the "Franchisor") that you are all the owners/principals/members/shareholders/managers/partners, as applicable, of the "Franchisee" under the franchise agreement to which this Exhibit is attached, namely \_\_\_\_\_ (the "Franchisee"), as well as their respective spouses, as of the date this Personal Guaranty (the "Personal Guaranty" or "Guaranty") is executed.

In consideration of the grant by Franchisor to the Franchisee as herein provided, each of you hereby agree, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the franchise agreement to which this Guaranty is attached (the "Franchise Agreement"), and any other agreement between Franchisee and Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the aforesaid Franchise Agreement or other agreement between Franchisor and Franchisee, including, without limitation: (i) any indebtedness of Franchisee arising under or by virtue of the aforesaid Franchise Agreement; (ii) the prohibition of any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer as set forth in the Franchise Agreement; (iii) those obligations related to confidentiality, non-disclosure and indemnification; and (iv) the in-term and post-term covenants against competition, as well as all other restrictive covenants set forth in the Franchise Agreement.

### **ARTICLE II CONFIDENTIALITY**

During the initial and any renewal terms of the Franchise Agreement and this Guaranty, you will receive information, which Franchisor considers to be Confidential Information, trade secrets and/or confidential information, including without limitation: (i) site-selection criteria; (ii) methods, techniques and trade secrets for use in connection with the proprietary business operating system that Franchisor and its affiliates have developed (the "System") for the establishment and operation of a franchise business that is authorized to use Franchisor's proprietary marks and System (each, a "Franchised Business") and/or franchise (each, a "Franchised Business"); (iii) marketing research and promotional, marketing and advertising programs for the Franchised Business; (iv) knowledge of specification for and suppliers of, certain products, fixtures, furnishings, equipment and inventory used at the Franchised Business (v) knowledge of the operating results and financial performance of other Franchised Businesses; (vi) customer communication and retention programs, along with data used or generated in connection with those programs; (vii) Franchisor's proprietary Manuals and other instructional manuals, as well as any training materials and information

Franchisor has developed for use in connection with the System; (viii) information regarding the development of Franchisor's proprietary marks (the "Proprietary Marks"); (ix) information generated by, or used or developed in, an Franchised Business's operation, including client names, properties and related rental management agreements or contracts of any kind, addresses, telephone numbers and related information and any other information contained in the Franchised Business's computer system or proprietary software system; (x) Franchisor's proprietary Manuals and other instructional manuals, as well as any training materials and information Franchisor has developed for use in connection with the System; (xi) as well as any other proprietary information or confidential information that is provided to Franchisee by Franchisor during the term of the Franchise Agreement (collectively, "Confidential Information"). You shall not, during the term of this Agreement or anytime thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information and trade secrets, including, without limitation: Franchisor's copyrighted materials; price marketing mixes related to the Approved Services and Products (as defined in the Franchise Agreement); standards and specifications for providing the Approved Services and Products and other merchandise or services offered or authorized for sale by System franchisees; methods and other techniques and know-how concerning the of operation of the Franchised Business, which may be communicated to you or of which you may become apprised by virtue of your role as a guarantor of the Franchisee's obligations under the Franchise Agreement. You also acknowledge and agree that the following also constitutes "Confidential Information" under this Section: (i) former, current and prospective client information, including customer names and addresses, contracts/agreements (collectively "Client Information"), and (ii) sources and pricing matrices of any approved or designated suppliers; and (iii) any and all information, knowledge, know-how, techniques, and other data, which Franchisor designates as confidential.

### **ARTICLE III NON-COMPETITION**

You acknowledge that as a participant in the Franchisor's System, you will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore, to protect Franchisor and all Franchisor's franchisees, you agree as follows:

**1. During the Term of the Franchise Agreement and this Guaranty.** During the term of the Franchise Agreement and this Personal Guaranty, each of the undersigned may not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1.1 Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend money, lease space or extend credit to (or otherwise have any interest in or involvement with), any other business that (a) offers, sells or provides installation or placement services in connection with, any electric vehicle charging equipment and/or related products or services that a System Business is authorized to provide (each, a "Competing Business"), or (b) offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business; provided, however, that this Section does not apply to your operation of a Franchised Business pursuant to a valid franchise agreement with Franchisor, or your ownership of less than two percent (2%) of the interests in a publicly traded company;

1.2 Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

1.3 Divert or attempt to divert business or customers of any Franchisee-owned Franchised Businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

## 2. **After the Term of the Franchise Agreement and this Guaranty.**

2.1 For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date the Franchise Agreement is terminated or expires.

2.2 For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

2.2.1 Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, or have any interest in or involvement with any other Competing Business:

- (i) within the Designated Territory;
- (ii) within a 15-mile radius of the Designated Territory;
- (iii) within a 15-mile radius of any Franchised Business that is open or under development as of the date the Franchise Agreement expires and/or is terminated (each, an "Applicable Location"); or
- (iv) within a 15-mile radius of any other designated territory that has been granted by Franchisor or its affiliates in connection with any Application Location; or

2.2.2 Solicit business from Clients of Franchisee's former Franchised Business or contact any of Franchisor's suppliers or vendors for any competitive business purpose, nor solicit any of Franchisor's other employees, or the employees of Franchisor's affiliates or any other System franchisee to discontinue employment.

2.2.3 Divert or attempt to divert business or customers of any Franchisee-owned Franchised Businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

3. **Intent and Enforcement.** It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by you, any of your principals, or any members of their immediate family, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of the actual or threatened breach of this Article III, Franchisor's harm will be irreparable and that

Franchisor has no adequate remedy at law to prevent such harm. You acknowledge and agree that each of you has previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevents you from earning a living. You further acknowledge and agree that the time limitation of this Article III shall be tolled during any default under this Guaranty.

#### **ARTICLE IV DISPUTE RESOLUTION**

1. **Acknowledgment.** You acknowledge that this Guaranty is not a franchise agreement and does not confer upon you any rights to use the Franchisor's proprietary marks or its system.

2. **Governing Law.** This Guaranty shall be deemed to have been made in and governed by the laws of the Commonwealth of Virginia, without reference or regards to this states' conflict of laws principles.

3. **Internal Dispute Resolution.** You must first bring any claim or dispute arising out of or relating to the Franchise Agreement or this Personal Guaranty to Franchisor's President or other designated management for such disputes. You agree to exhaust this internal dispute resolution procedure before bringing any dispute before a third party. This agreement to engage in internal dispute resolution first shall survive the termination or expiration of this Agreement.

4. **Mediation.** At Franchisor's option, all claims or disputes between you and Franchisor or its affiliates arising out of, or in any way relating to, the Franchise Agreement, this Guaranty or any other agreement by and between the parties or their respective affiliates, or any of the parties' respective rights and obligations arising from such agreements, which are not first resolved through the internal dispute resolution procedure set forth above, must be submitted first to mediation, to be conducted at Franchisor's then-current headquarters under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, you must submit a notice to Franchisor that specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether Franchisor or its affiliates elect to exercise our option to submit such claim or dispute to mediation. You may not commence any arbitration proceeding or other action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor may specifically enforce our mediation rights under this Section. Each party shall bear its own cost of mediation, except that you and Franchisor shall share the mediator's fees and costs equally. This agreement to mediate at Franchisor's option shall survive any termination or expiration of the Franchise Agreement and this Guaranty.

4.1. *Excepted Claims.* The parties agree that mediation shall not be required with respect to any claim or dispute involving: (i) any of your payment obligations that are past due; (ii) the actual or threatened disclosure or misuse of Franchisor's Confidential Information; (iii) the actual or threatened violation of Franchisor's rights in, or misuse of, the Proprietary Marks, System or other trade secrets; (iv) any of the restrictive covenants contained in the Franchise Agreement or this Guaranty; or (v) any claims arising out of or related to fraud or misrepresentation by you, or your insolvency (collectively, the "Excepted Claims").

5. **Jurisdiction and Venue.** Subject to Sections 2 through 4 above, the parties agree that any action at law or in equity instituted against either party to this Agreement must be commenced and litigated to conclusion (unless settled) only in (i) any state court of competent jurisdiction located within or closest to

Newport News, Virginia, or (ii) if appropriate, the United States District Court for the Eastern District of Virginia. The undersigned hereby irrevocably consent to the jurisdiction of these courts.

6. **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees express third-party beneficiaries of this Agreement and the mediation and other dispute resolution provisions contained herein, each having authority to specifically enforce the right to mediate and litigate claims asserted against such person(s) by you.

7. **Right to Injunctive Relief.** Nothing contained in this Guaranty will prevent Franchisor from applying to or obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interest prior to the filing of any mediation or arbitration proceeding, or pending the trial or handing down of a decision or award pursuant to any mediation or arbitration proceeding conducted hereunder. If injunctive relief is granted, your only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, you expressly waive all claims for damages you incurred as a result of the wrongful issuance.

8. **JURY TRIAL AND CLASS ACTION WAIVER.** THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES/AGENTS/REPRESENTATIVES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

9. **Limitation of Action.** You further agree that no cause of action arising out of or under this Guaranty may be maintained by you unless brought before the expiration of one year after the act, transaction or occurrence upon which such action is based or the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.

10. **Punitive Damages.** You hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which you may have against us, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that your recovery shall be limited to actual damages. If any other term of this Guaranty is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

11. **Costs and Attorneys' Fees.** Whether or not formal legal proceedings are initiated, in the event Franchisor incurs any legal fees or other costs associated with enforcing the terms of this Guaranty or the Franchise Agreement against you, then Franchisor will be entitled to recover from you all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the terms of this Guaranty or the Franchise Agreement.

12. **Nonwaiver.** Franchisor’s failure to insist upon strict compliance with any provision of this Guaranty shall not be a waiver of our right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by us respecting any breach or default shall not affect Franchisor’s rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be cumulative. Your election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

13. **No Personal Liability.** You agree that fulfillment of any and all of Franchisor’s obligations written in the Franchise Agreement or this Guaranty, or based on any oral communications which may be ruled to be binding in a court of law, shall be Franchisor’s sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with Franchisor shall be personally liable to you for any reason. This is an important part of this Guaranty. You agree that nothing that you believe you have been told by us or our representatives shall be binding unless it is written in the Franchise Agreement or this Guaranty. Do not sign this Agreement if there is any question concerning its contents or any representations made.

14. **Severability.** The parties agree that if any provisions of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning, which renders it valid and enforceable. The language of all provisions of this Guaranty shall be construed according to fair meaning and not strictly construed against either party. The provisions of this Guaranty are severable, and this Guaranty shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Guaranty shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Guaranty.

15. **Construction of Language.** Any term defined in the Franchise Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

16. **Successors.** References to “Franchisor” or “the undersigned,” or “you” include the respective parties' heirs, successors, assigns or transferees.

**IN WITNESS WHEREOF, the parties hereto have executed and delivered this Guaranty on the date stated on the first page hereof.**

**PERSONAL GUARANTORS**

\_\_\_\_\_  
[Insert Signature of Guarantor]

\_\_\_\_\_  
[Insert Signature of Spouse]

\_\_\_\_\_  
[Insert Signature of Guarantor]

\_\_\_\_\_  
[Insert Signature of Spouse]

## EXHIBIT C TO THE FRANCHISE AGREEMENT

### COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE

*[NOTE: THIS FORM IS NOT REQUIRED IF THE FRANCHISEE IS USING A HOME OFFICE AND/OR OTHER EXISTING PREMISES IT HAS RIGHT TO CONTROL, WHICH FRANCHISOR HAS APPROVED, AS THE “PREMISES” OF THE FRANCHISED BUSINESS]*

**THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE** (this “Assignment”) is made, entered into and effective on this \_\_\_ day of \_\_\_\_\_, 20\_\_ Effective Date,) by and between: (i) 4EVER CHARGE FRANCHISING, LLC, a Virginia limited liability company with a principal place of business at 627 36<sup>th</sup> Street, Newport News, Virginia 23607 (the “Franchisor”); and (ii) \_\_\_\_\_, a (resident of) (corporation organized in) (limited liability company organized in) \_\_\_\_\_ with a business address at \_\_\_\_\_ (the “Franchisee”).

### BACKGROUND

A. The Franchisor entered into that certain Franchise Agreement (the “Franchise Agreement”) dated as of \_\_\_\_\_, 20\_\_ with the Franchisee, pursuant to which the Franchisee plans to own and operate a business that is authorized to offer, sell and provide electric vehicle charging equipment and services utilizing Franchisor’s mark and system of operations (the “Franchised Business”) located at \_\_\_\_\_ (the “Site”). In addition, pursuant to that certain Lease Agreement (the “Lease”), the Franchisee has leased or will lease certain space containing the Franchised Business described therein from \_\_\_\_\_ (the “Lessor”).

B. The Franchise Agreement requires the Franchisee to deliver this Assignment to the Franchisor as a condition to the grant of a franchise.

### OPERATIVE TERMS

The Franchisor and the Franchisee agree as follows:

1. **Background Information:** The background information is true and correct. This Assignment will be interpreted by reference to, and construed in accordance with, the background information set forth above.

2. **Incorporation of Terms:** Terms not otherwise defined in this Assignment have the meanings as defined in the Franchise Agreement.

3. **Indemnification of Franchisor:** Franchisee agrees to indemnify and hold Franchisor and its affiliates, stockholders, directors, officers, principals, franchisees/licensees and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys’ fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action which any of them are named as a party or which any of them may suffer, sustain or incur by reason of, or arising out of, Franchisee’s breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.

4. **Conditional Assignment:** Franchisee hereby grants to the Franchisor a security interest in and to the Lease, all of the furniture, fixtures, inventory and supplies located in the Site and the franchise relating to the Franchised Business, and all of the Franchisee's rights, title and interest in and to the Lease as conditional for the payment of any obligation, liability or other amount owed by the Franchisee or its affiliates to the Lessor arising under the Lease and for any default or breach of any of the terms and provisions of the Lease, and for any default or breach of any of the terms and provisions of the Franchise Agreement. In the event of a breach or default by Franchisee under the terms of the Lease, or, in the event Franchisor makes any payment to the Lessor as a result of the Franchisee's breach of the Lease, then such payment by the Franchisor, or such breach or default by the Franchisee, shall at Franchisor's option be deemed to be an immediate default under the Franchise Agreement, and the Franchisor shall be entitled to the possession of the Site and to all of the rights, title and interest of the Franchisee in and to the Lease and to all other remedies described herein or in the Franchise Agreement or at law or in equity, without prejudice to any other rights or remedies of the Franchisor under any other agreements or under other applicable laws or equities. This Assignment shall constitute a lien on the interest of the Franchisee in and to the Lease until satisfaction in full of all amounts owed by the Franchisee to the Franchisor. In addition, the rights of the Franchisor to assume all obligations under the Lease provided in this Assignment are totally optional on the part of the Franchisor, to be exercised in its sole discretion. Franchisee agrees to execute any and all Uniform Commercial Code financing statements and all other documents and instruments deemed necessary by Franchisor to perfect or document the interests and assignments granted herein.

5. **No Subordination:** Franchisee shall not permit the Lease to become subordinate to any lien without first obtaining Franchisor's written consent, other than the lien created by this Assignment, the Franchise Agreement, the Lessor's lien under the Lease, liens securing bank financing for the operations of Franchisee on the Site and the agreements and other instruments referenced herein. The Franchisee will not terminate, modify or amend any of the provisions or terms of the Lease without the prior written consent of the Franchisor. Any attempt at termination, modification or amendment of any of the terms of the Lease without such written consent is null and void.

6. **Exercise of Remedies:** In any case of default by the Franchisee under the terms of the Lease or under the Franchise Agreement, Franchisor shall be entitled to exercise any one or more of the following remedies in its sole discretion:

- a) to take possession of the Site, or any part thereof, personally, or by its agents or attorneys;
- b) to, in its discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Site, together with all furniture, fixtures, inventory, books, records, papers and accounts of the Franchisee;
- c) to exclude the Franchisee, its agents or employees from the Site;
- d) as attorney-in-fact for the Franchisee, or in its own name, and under the powers herein granted, to hold, operate, manage and control the Franchised Business and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legally rectifiable, as in its discretion may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, hereby granting full power and authority to the Franchisor to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;
- e) to cancel or terminate any unauthorized agreements or subleases entered into by the Franchisee, for any cause or ground which would entitle the Franchisor to cancel the same;

f) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Site or the Site that may seem judicious, in the sole discretion of the Franchisor; and

g) to insure and reinsure the same for all risks incidental to the Franchisor's possession, operation and management thereof; and/or

h) notwithstanding any provision of the Franchise Agreement to the contrary, to declare all of the Franchisee's rights but not obligations under the Franchise Agreement to be immediately terminated as of the date of Franchisee defaults under the Lease and fails to cure said default within the applicable cure period (if any).

The parties agree and acknowledge that Franchisor is not required to assume the Lease, take possession of the Site or otherwise exercise of its other rights described in this Assignment. In the event Franchisor elects to exercise its right to assume the Lease and/or take possession of the Site, it will provide written notice to Franchisee in writing and undertake the other necessary actions at issue. Nothing in this Assignment may be construed to impose an affirmative obligation on the part of Franchisor to exercise any of the rights set forth herein.

7. **Power of Attorney:** Franchisee does hereby appoint irrevocably Franchisor as its true and lawful attorney-in-fact in its name and stead and hereby authorizes it, upon any default under the Lease or under the Franchise Agreement, with or without taking possession of the Site, to rent, lease, manage and operate the Site to any person, firm or corporation upon such terms and conditions in its discretion as it may determine, and with the same rights and powers and immunities, exoneration of liability and rights of recourse and indemnity as the Franchisor would have upon taking possession of the Site pursuant to the provisions set forth in the Lease. The power of attorney conferred upon the Franchisor pursuant to this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without the written consent of the Franchisor.

8. **Election of Remedies:** It is understood and agreed that the provisions set forth in this Assignment are deemed a special remedy given to the Franchisor and are not deemed to exclude any of the remedies granted in the Franchise Agreement or any other agreement between the Franchisor and the Franchisee, but are deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted to the Franchisor, all of which remedies are enforceable concurrently or successively. No exercise by the Franchisor or any of the rights hereunder will cure, waiver or affect any default hereunder or default under the Franchise Agreement. No inaction or partial exercise of rights by the Franchisor will be construed as a waiver of any of its rights and remedies and no waiver by the Franchisor of any such rights and remedies shall be construed as a waiver by the Franchisor of any future rights and remedies. Franchisor is not required to exercise any of its rights set forth in Section 6 hereof, but shall have the irrevocable right to do so.

9. **Binding Agreements:** This Assignment and all provisions hereof shall be binding upon the Franchisor and the Franchisee, their successors, assigns and legal representatives and all other persons or entities claiming under them or through them, or either of them, and the words "Franchisor" and "Franchisee" when used herein shall include all such persons and entities and any others liable for payment of amounts under the Lease or the Franchise Agreement. All individuals executing on behalf of corporate entities hereby represent and warrant that such execution has been duly authorized by all necessary corporate and shareholder authorizations and approvals.

10. **Assignment to Control.** This Assignment governs and controls over any conflicting provisions in the Lease.

11. **Attorneys' Fees, Etc.** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to recover its attorneys' fees, costs and expenses relating to any trial or appeal (including, without limitation, paralegal fees) or arbitration or bankruptcy proceeding from the non-prevailing party.

12. **Severability.** If any of the provisions of this Assignment or any section or subsection of this Assignment shall be held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected thereby and will remain in full force and effect in accordance with its terms.

**IN WITNESS WHEREOF**, the Parties have caused this Assignment to be executed as of the day and year first above written.

**FRANCHISEE**

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

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

**FRANCHISOR**

**4EVER CHARGE FRANCHISING, LLC**

By: \_\_\_\_\_  
John Biagas, President

**The Lessor hereby consents, agrees with, approves of and joins in with this COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE.**

**LESSOR**

\_\_\_\_\_

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

**EXHIBIT D TO THE FRANCHISE AGREEMENT**

**EFT AUTHORIZATION FORM**

Bank Name: \_\_\_\_\_  
ABA# : \_\_\_\_\_  
Acct. No.: \_\_\_\_\_  
Acct. Name: \_\_\_\_\_

Effective as of the date of the signature below, **[Franchisee Name]** (the “Franchisee”) hereby authorizes 4EVER CHARGE FRANCHISING, LLC (the “Company”) or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to cover the following payments that are due and owing Company or its affiliates under the franchise agreement dated \_\_\_\_\_ (the “Franchise Agreement”) for the franchised business located at: \_\_\_\_\_ (the “Franchised Business”): (i) any minimum Royalty Fees; (ii) Fund Contributions (once the Fund is established); (iii) Technology Fee(s); (iv) any amounts that Franchisee is required to pay to Company or its designated provide or supplier of (a) Designated Equipment (as defined in the Franchise Agreement), or (b) related installation/placement services; and/or (v) all other fees and amounts due and owing to Company or its affiliates under the Franchise Agreement. Franchisee acknowledges each of the fees described above may be collected by the Company (or its designee) as set forth in the Franchise Agreement.

The parties further agree that all capitalized terms not specifically defined herein will be afforded the definition they are given in the Franchise Agreement.

Such withdrawals shall occur on a weekly basis, or on such other schedule as Company shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by Company. **[Franchisee Name]** shall provide Company, in conjunction with this authorization, a voided check from the above-referenced account.

**AGREED:**

**FRANCHISEE**

**[INSERT FRANCHISEE NAME]**

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

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

Its: \_\_\_\_\_

**FRANCHISOR APPROVAL**

**4EVER CHARGE FRANCHISING, LLC**

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

John Biagas, President

**Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.**

## EXHIBIT E TO THE FRANCHISE AGREEMENT

### CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT

***[NOTE: THIS EXHIBIT NEED ONLY BE SIGNED BY ANY OFFICERS, DIRECTORS, MANAGERS OF THE FRANCHISEE – OR ANY DESIGNATED MANAGER OR OTHER MANAGEMENT PERSONNEL OF THE FRANCHISED BUSINESS – THAT IS NOT EXECUTING THE PERSONAL GUARANTY. IT IS FRANCHISEE’S RESPONSIBILITY TO MAKE SURE SUCH PARTIES TIMELY SIGN THIS AGREEMENT AND PROVIDE A COPY OF THE FULLY-EXECUTED AGREEMENT TO FRANCHISOR (AS WELL AS RETAINING A COPY FOR ITS RECORDS) AS SET FORTH IN THE FRANCHISE AGREEMENT.]***

In consideration of my being a [INSERT TITLE/ROLE WITH FRANCHISEE] of \_\_\_\_\_ (the “Franchisee”), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (the undersigned) hereby acknowledge and agree that Franchisee has acquired the right from 4EVER CHARGE FRANCHISING, LLC (the “Company” or “Franchisor”) to: (i) establish and operate a franchised business (the “Franchised Business”); and (ii) use in the operation of the Franchised Business the Franchisor’s trade names, trademarks and service marks (collectively, the “Proprietary Marks”) and the Franchisor’s established system relating to the establishment and operation of Franchised Business businesses (the “System”), as they may be changed, improved and further developed from time to time in the Company’s sole discretion, only at the following authorized and approved location: \_\_\_\_\_ (the “Premises”).

1. The Company possesses certain proprietary and confidential information relating to the operation of the Franchised Business and System generally, including without limitation: Company’s proprietary and confidential Manuals and other manuals providing guidelines, standards and specifications related to the establishment and operation of the Franchised Business (collectively, the “Manuals”); Franchisor’s proprietary training materials and programs, as well as proprietary marketing methods and other instructional materials, trade secrets; information related to any other proprietary methodology or aspects of the System or the establishment and continued operation of the Franchised Business; financial information; any and all customer lists, contracts and other customer information obtained through the operation of the Franchised Business and other Franchised Businesses; any information related to any type of proprietary software that may be developed and/or used in the operation of with the Franchised Business; and any techniques, methods and know-how related to the operation of Franchised Business or otherwise used in connection with the System, which includes certain trade secrets, copyrighted materials, methods and other techniques and know-how (collectively, the “Confidential Information”).

2. Any other information, knowledge, know-how, and techniques which the Company specifically designates as confidential will also be deemed to be Confidential Information for purposes of this Agreement.

3. As [INSERT TITLE WITH RESPECT TO FRANCHISEE] of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Manuals, and other general assistance during the term of this Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information, in whole or in part, for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as [INSERT TITLE] of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

6. I will surrender any material containing some or all of the Confidential Information to the Company, upon request, or upon conclusion of the use for which the information or material may have been furnished.

7. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business that: (i) offers, sells and/or provides any electric vehicle charging equipment and/or placement/installation services of said equipment or any of the other Approved Services that the Franchised Business is authorized to offer and provide (a “Competing Business”); or (iii) grants or has granted franchises or licenses, or establishes or has established joint ventures, for one or more Competing Businesses. Furthermore, I represent and warrant that I will not undertake any action to divert business from the Franchised Business to any Competing Business, or solicit any of the former customers or employees of Franchisee for any competitive business purpose.

7.1 *Post-Term Restrictive Covenant for Designated Manager of Franchised Business or Manager/Officers/Directors of Franchisee.* In the event I am a manager of the Franchised Business, or an officer/director/manager/partner of Franchisee that has not already executed a Personal Guaranty agreeing to be bound by the terms of the Franchise Agreement, then I further agree that I will not be involved in a Competing Business of any kind for a period of two years after the expiration or termination of my employment with Franchisee for any reason: (i) at or within a 15-mile radius of the perimeter of the Designated Territory wherein the Franchised Business was awarded the right to operate by the Franchisor. I also agree that I will not be involved in the franchising or licensing of any Competing Business at any location, or undertake any action to divert business from the Franchised Business to any Competing Business or solicit any of the former customers or employees of Franchisee for any competitive business purpose, during this two (2) year period following the termination or expiration of my employment with the Franchisee.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

10. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

11. I shall not at any time, directly or indirectly, do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Confidential Information and the System.

12. Franchisee shall make all commercially reasonable efforts to ensure that I act as required by this Agreement.

13. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by me shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by me.

14. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF **[INSERT STATE WHERE FRANCHISEE IS LOCATED]** AND MYSELF HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURT CLOSEST TO THE PREMISES OF THE FRANCHISED BUSINESS OR, IF APPROPRIATE, THE FEDERAL COURT CLOSED TO SUCH PREMISES. I HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. I HEREBY AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON ME IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY **[INSERT STATE]** OR FEDERAL LAW. I FURTHER AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE ONE OF THE COURTS DESCRIBED ABOVE IN THIS SECTION; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

15. The parties acknowledge and agree that each of the covenants contained in this Agreement are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, I expressly agree to be bound by any lesser covenant subsumed within the terms of the covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement.

16. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement. This Agreement may be modified only by a duly authorized writing executed by all parties.

17. All notices and demands required to be given must be in writing and sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile or electronic mail, (provided that the sender confirms the facsimile or electronic mail, by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective party at the following address unless and until a different address has been designated by written notice.

For notices to Franchisor, the notice shall be addressed to

4EVER CHARGE FRANCHISING, LLC  
Attn: John Biagas, President  
627 36<sup>th</sup> Street  
Newport News, Virginia 23607

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile or electronic mail shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday and the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

18. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and inure to the benefit of its respective parent, successor and assigns.

**IN WITNESS WHEREOF, this Agreement is made and entered into by the undersigned parties as of the Effective Date.**

**UNDERSIGNED**

Signature: \_\_\_\_\_

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

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

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

**ACKNOWLEDGED BY FRANCHISEE**

[FRANCHISEE NAME]

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

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

**EXHIBIT F TO THE FRANCHISE AGREEMENT**

**CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND DOMAIN NAMES**

1. \_\_\_\_\_, doing business as Franchised Business (the "Assignor"), in exchange for valuable consideration provided by 4EVER CHARGE FRANCHISING, LLC (the "Assignee"), receipt of which is hereby acknowledged hereby conditionally assigns to Assignee all telephone numbers, facsimile numbers, domain names, as well as any listings associated therewith, utilized by Assignor in the operation of a franchised business that is operated pursuant to a franchise agreement with Assignee (the "Franchised Business") located at \_\_\_\_\_ (collectively, the "Assigned Property"). The Assigned Property includes the following:

Telephone Number(s): \_\_\_\_\_  
Facsimile Number(s): \_\_\_\_\_  
Domain Name(s) (as permitted by Franchisor under the Franchise Agreement): \_\_\_\_\_  
\_\_\_\_\_

2. The conditional agreement will become effective automatically upon termination, expiration of Assignor's franchise. Upon the occurrence of that condition, Assignor must do all things required by the telephone company and/or domain name registrar to assure the effectiveness of the assignment of Assigned Property as if the Assignee had been originally issued such Assigned Property and the usage thereof.

3. Assignor agrees to pay the telephone company and/or domain name registrar, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums. Assignee must pay the telephone company or domain name registrar to effectuate this agreement, and agrees to fully cooperate with the telephone company and/or domain name registrar, as well as the Assignee, in effectuating this assignment.

**ASSIGNOR**

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

TITLE: \_\_\_\_\_

**ASSIGNEE**

**4EVER CHARGE FRANCHISING, LLC**

BY: \_\_\_\_\_  
John Biagas, President

**EXHIBIT B TO THE 2025 FDD**

**MULTI-TERRITORY ADDENDUM**

## MULTI-TERRITORY ADDENDUM TO FRANCHISE AGREEMENT

This **Multi-Territory Addendum to Franchise Agreement** (the “Addendum”) is entered into as of \_\_\_\_\_ by and between: (i) 4Ever Charge Franchising, LLC, a Virginia limited liability company with its principal business address at 627 36<sup>th</sup> Street, Newport News, Virginia 23607 (the “Franchisor”); and (ii) \_\_\_\_\_, a (resident of) (corporation organized in) (limited liability company organized in) \_\_\_\_\_ with a business address at \_\_\_\_\_ (the “Franchisee”).

### BACKGROUND

A. Franchisor and its affiliates/principals have developed and own a system relating to the establishment, development and operation of a mobile services business (each, a “Business”) that is authorized to market, offer, provide and facilitate the installation and provision of electric charging stations, equipment and related equipment and tools (collectively, the “Designated Equipment”) at commercial and residential properties that are located within a certain geographical area (a “Designated Territory”).

B. Franchisor offers and awards parties the right to independently own and operate a Business utilizing (i) the proprietary marks that Franchisor authorizes (the “Proprietary Marks”), and (ii) the then-current system standards, specifications, directives and guidelines set forth in its operations manual(s), training and/or otherwise in writing (collectively, the “System”), pursuant to its then-current form of franchise agreement.

C. Contemporaneous with the execution of this Addendum, Franchisee entered into such a franchise agreement with Franchisor (the “Franchise Agreement”), wherein the Franchisee was awarded the right to own and operate a franchised Business (the “Franchised Business”) within a single Designated Territory.

D. Franchisee has requested the right to operate the Franchised Business in one (1) or more additional territories (each, an “Additional Territory”).

E. For purposes of this Agreement, the Designated Territory and the Additional Territory(ies) will be referred to collective as the “Total Territories”.

F. Consistent with Franchisor’s multi-territory offering set forth in its current form of Franchise Disclosure Document, Franchisor is willing to grant Franchisee the applicable rights and obligations to operate the Franchised Business within the Total Territories identified in Schedule 1 to this Addendum, subject to the terms and conditions set forth in this Addendum below.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

#### 1. Grant of Right to Operate Franchised Business in Additional Territories.

1.1. Franchisor hereby grants Franchisee the right to operate the Franchised Business within a total of [INSERT NUMBER OF TOTAL TERRITORIES] designated territories, including the Designated Territory noted in the Franchise Agreement, as specifically defined and/or demarcated in Schedule 1 to this Agreement (each, a “Designated Territory” and collectively, the “Total Territories”).

1.2. The parties agree and acknowledge that, except as specifically modified by Sections 2 and 3 of this Addendum, all rights and obligations set forth in the Franchise Agreement with respect to the

Designated Territory shall also apply to all Designated Territories. Franchisee agrees and understands that such terms and conditions includes, but is not limited to, the in-term and post-term covenants against competition set forth in Section 14 of the Franchise Agreement.

2. **Multi-Territory Fee.** In lieu of the Initial Franchise Fee that would otherwise be under the Franchise Agreement, Franchisee shall pay Franchisor the multi-territory development fee amounting to \$[INSERT TOTAL FOR ALL TERRITORIES (INCLUDING INITIAL)] (the “Multi-Territory Fee”) as consideration for the right to operate within the Total Territories identified in Schedule 1 to this Addendum. The parties agree and acknowledge that the Multi-Territory Fee shall be deemed non-refundable and fully earned upon execution of this Agreement

3. **Minimum Royalty Fee.** Franchisee’s monthly Minimum Royalty under Section 4(A)(4)(ii) of the Franchise Agreement will be calculated as set forth in the tables below, depending on (a) the number of Total Territories granted under the Franchise Agreement and this Addendum, and (b) the time that has past since the Franchise Agreement is executed. Specifically, Franchisee agrees that is shall and must pay the appropriate monthly Minimum Royalty based on the number of months that has passed since the execution of the Franchise Agreement. Specifically, Franchisee agrees and acknowledges that its monthly Minimum Royalty under the Franchise Agreement shall be calculated as follows:

|  | <b>2 Total Territories</b> | <b>3 Total Territories</b> | <b>4 Total Territories</b> | <b>5 Total Territories</b> | <b>6 or More Total Territories</b>  |
|--|----------------------------|----------------------------|----------------------------|----------------------------|---|
| <b>6 Months from Signing</b>               | \$500                      | \$500                      | \$500                      | \$500                      | \$500   |
| <b>12 Months</b>                           | \$1,000                    | \$1,000                    | \$1,000                    | \$1,000                    | \$1,000   |
| <b>18 Months</b>                           | \$1,000                    | \$1,500                    | \$1,500                    | \$1,500                    | \$1,500   |
| <b>24 Months</b>                           | \$1,000                    | \$1,500                    | \$2,000                    | \$2,000                    | \$2,000   |
| <b>30 Months</b>                           | \$1,000                    | \$1,500                    | \$2,000                    | \$2,500                    | \$2,500   |
| <b>36 Months and each Subsequent Month</b> | \$1,000                    | \$1,500                    | \$2,000                    | \$2,500                    | \$500 multiplied times the Total Territories awarded in connection with the Franchised Business |

4. **Term; Default and Termination.**

4.1 The term of this Addendum shall be coterminous with the Franchise Agreement.

4.2 Upon expiration or termination of this Addendum for any reason, Franchisee shall have no further franchise, territorial and/or other rights within the Designated Territories.

4.3 Any breach of this Addendum shall constitute a material breach of the Franchise Agreement and constitute grounds for termination thereof if not timely cured within the applicable time period set forth in said Franchise Agreement.

4.4 For purposes of clarification, the geographic scope of the post-term non-compete referenced in Section 14(B)(2)(a) of the Franchise Agreement will extend to the 15-mile perimeter around each of the Total Territories granted and defined herein.

5. **Transfer and/or Assignment.** Developer’s rights under this Addendum are personal and Developer may not sell, transfer, or assign any right granted herein without (a) Franchisor’s prior written consent, and (b) also assigning all rights in and to the Franchise Agreement in accordance with the assignment/transfer process and conditions set forth therein.

6. **Governing Law; Dispute Resolution; Enforcement and Related Provisions.** Except as specifically amended or modified in this Addendum, the parties agree and acknowledge that all of the terms and conditions set forth in the Franchise Agreement, including those related to governing law, dispute resolution, enforcement and Franchisee’s initial and ongoing operations, shall also strictly apply to this Addendum.

7. **Severability.** The parties agree that if any provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision will have the meaning, which renders it valid and enforceable. The provisions of this Agreement are severable, and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions will be enforced to the extent that they are valid and enforceable. If any material provision of this Agreement will be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Addendum.

8. **Construction of Language.** The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Developer, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

9. **Entire Agreement.** This Franchise Agreement and this Addendum contain the entire agreement between the parties concerning the franchise rights awarded within the Designated Territories, with the parties agreeing and acknowledging that no promises, inducements or representations (other than those in Franchisor’s Franchise Disclosure Document) not contained in the Franchise Agreement or this Addendum have been made, nor will any be of any force or effect, or binding on the parties. Modifications of this Agreement must be in writing and signed by both parties. Franchisor reserves the right to change Franchisor’s policies, procedures, standards, specifications or manuals at Franchisor’s discretion. Nothing in this Addendum is intended to disclaim any of the representations made in the disclosures comprising the Franchise Disclosure Document (or “FDD”) that Franchisor disclosed to Franchisee prior to entering into the Franchise Agreement and this Addendum.

**IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.**

**FRANCHISOR**

**FRANCHISEE**

**4EVER CHARGE FRANCHISING, LLC**

**[FRANCHISEE NAME(S)]**

By: \_\_\_\_\_  
John Biagas, President

By: \_\_\_\_\_  
[Name], [Title]

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

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

**SCHEDULE 1**

**DESCRIPTION AND/OR DEMARCATION OF TOTAL TERRITORIES  
UNDER FRANCHISE AGREEMENT AND THIS ADDENDUM**

*[INSERT MAP AND/OR LIST OF ZIP CODES SHOWING ALL DESIGNATED TERRITORIES]*

**APPROVED BY:**

**FRANCHISOR**

**4EVER CHARGE FRANCHISING, LLC**

By: \_\_\_\_\_  
John Biagas, President

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

**FRANCHISEE**

**[INSERT NAME]**

By: \_\_\_\_\_  
[Name], [Title]

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

**EXHIBIT C TO THE 2025 FDD**  
**FINANCIAL STATEMENTS OF FRANCHISOR**

**4EVER CHARGE FRANCHISING LLC  
FINANCIAL STATEMENT  
DECEMBER 31, 2024**

**4EVER CHARGE FRANCHISING, LLC  
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| <b>Statement of Income</b>          | <b>Page 4</b>   |
| <b>Statement of Members' Equity</b> | <b>Page 5</b>   |
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# MUHAMMAD ZUBAIRY, CPA PC

Certified Public Accountant

646.327.7013

## INDEPENDENT AUDITOR'S REPORT

To the Members of  
4Ever Charge Franchising LLC

### Opinion

We have audited the financial statements of 4Ever Charge Franchising LLC which comprise the balance sheets as of December 31, 2024 & October 24, 2024 (inception), the Statement of Operations and Members' Equity, and statements of Cash Flows for the periods then ended and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of 4ever Charge Franchising LLC as at December 31, 2024 & October 24, 2024 (inception), in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of 4Ever Charge Franchising LLC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about 4ever Charge Franchising LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 4Ever Charge Franchising LLC's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about 4Ever Charge Franchising LLC'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.



Muhammad Zubairy, CPA PC  
Westbury, NY  
May 20, 2025

**4EVER CHARGE FRANCHISING, LLC**  
**BALANCE SHEET**  
**FOR THE PERIOD ENDED DECEMBER 31, 2024 and OCTOBER 24, 2024**

|  | <u>OCT 25, 2024 to</u><br><u>DEC 31, 2024</u> | <u>OCT 24, 2024</u>      |
|--|---|--------------------------|
| <b><u>ASSETS</u></b>                         |   |                          |
| <b>Current Assets</b>                        |   |                          |
| Cash   | \$ 97,454                                     | \$ 100,000               |
| <b>Long Term Assets</b>                      |   |                          |
| Fixed assets, net                            | 91,231  | -                        |
| Trademark                                    | 1,470   | -                        |
| <b>Total Long Term Assets</b>                | <u>92,701</u>                                 | <u>\$ -</u>              |
| <b>Total Assets</b>                          | <u><u>\$ 190,155</u></u>                      | <u><u>\$ 100,000</u></u> |
| <b><u>LIABILITES AND MEMBERS' EQUITY</u></b> |   |                          |
| <b>Current Liabilities</b>                   |   |                          |
| Member Loans                                 | \$ 28,928                                     | \$ -                     |
| <b>Members' Equity</b>                       | <u>161,227</u>                                | <u>100,000</u>           |
| <b>Members' Equity &amp; Liabilities</b>     | <u><u>\$ 190,155</u></u>                      | <u><u>\$ 100,000</u></u> |

**4EVER CHARGE FRANCHISING, LLC**  
**STATEMENT OF INCOME**  
**FOR THE PERIOD FROM OCT 25, 2024 TO DECEMBER 31, 2024**

---

|                         |                    |
|-------------------------|--------------------|
| Revenues                | \$ -               |
| Operating Expenses      | <u>\$ 18,445</u>   |
| Operating Income (Loss) | <u>\$ (18,445)</u> |

See notes to financial statements

**4EVER CHARGE FRANCHISING, LLC**  
**STATEMENT OF MEMBERS' EQUITY**  
**FOR THE PERIOD FROM OCT 25, 2024 TO DECEMBER 31, 2024**

|                            | Members<br>Capital | Member<br>Contributions | Member<br>(Withdrawals) | Retained<br>Earnings | Total      |
|----------------------------|--------------------|-------------------------|-------------------------|----------------------|------------|
| Balance, October 25, 2024  | \$ -               | \$ 100,000              | \$ -                    | \$ -                 | \$ 100,000 |
| Net Income (Loss)          |                    |                         |                         | (18,445)             | (18,445)   |
| Member Contributions       |                    | 79,672                  |                         |                      | 79,672     |
| Balance, December 31, 2024 | \$ -               | \$ 179,672              | \$ -                    | \$ (18,445)          | \$ 161,227 |

See notes to financial statements

**4EVER CHARGE FRANCHISING, LLC**  
**STATEMENT OF CASH FLOWS**  
**FOR THE PERIOD FROM OCT 25, 2024 TO DECEMBER 31, 2024 & OCTOBER 24, 2024**

|  | OCT 25, 2024 to<br>DEC 31, 2024 | OCT 24, 2024             |
|--|---------------------------------|--------------------------|
| <b>Cash Flows from Operating Activities:</b>                                     |                                 |                          |
| Net Income (Loss)  | \$ (18,445)                     | \$ -                     |
| Depreciation & Amortization  | -                               | -                        |
| Adjustments to reconcile net income to cash<br>provided by operating activities: |                                 |                          |
| Changes in assets and liabilities  | -                               | -                        |
|  | <u>-</u>                        | <u>-</u>                 |
| <b>Cash Flows from Investing Activities</b>                                      |                                 |                          |
| Fixed Asset build out/purchases  | (91,231)                        |                          |
| Trademark costs  | (1,470)                         |                          |
|  | <u>(92,701)</u>                 | <u>-</u>                 |
| <b>Cash flows from financing activities</b>                                      |                                 |                          |
| Member loans, net  | 28,928                          |                          |
| Member Contributions / (Distributions)   | 79,672                          | 100,000                  |
|  | <u>108,600</u>                  | <u>100,000</u>           |
| <b>Net Increase (decrease) in Cash</b>   | <b>(2,546)</b>                  | <b>100,000</b>           |
| <b>Cash - Beginning of Period</b>  | <b>100,000</b>                  | <b>-</b>                 |
| <b>Cash - Ending</b>   | <b><u>\$ 97,454</u></b>         | <b><u>\$ 100,000</u></b> |

See notes to financial statements

## 4EVER FRANCHISING LLC

### NOTES TO FINANCIAL STATEMENTS

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#### 1. THE COMPANY

4Ever Charge Franchising LLC is a Virginia limited liability company formed in July 2024 to offer franchisees the opportunity to own and operate a business with EV charging utilizing 3EverCharge trademark, operations manual, business format, website and other technological assets.

#### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

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

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

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

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

#### 3. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through May 20, 2025, the date the financial statements were available to be issued.

**4EVER CHARGE FRANCHISING LLC  
FINANCIAL STATEMENT  
OCTOBER 24, 2024**

**4EVER CHARGE FRANCHISING, LLC  
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# MUHAMMAD ZUBAIRY, CPA PC

Certified Public Accountant

646.327.7013

## INDEPENDENT AUDITOR'S REPORT

**To the Members of  
4Ever Charge Franchising LLC**

### **Opinion**

We have audited the financial statements of 4Ever Charge Franchising LLC which comprise the balance sheets as of October 24, 2024 (inception), and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of 4ever Charge Franchising LLC at October 24, 2024 (inception), in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of 4Ever Charge Franchising LLC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about 4ever Charge Franchising LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

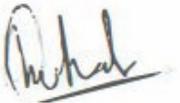
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Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 4Ever Charge Franchising LLC's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about 4Ever Charge Franchising LLC'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.



Muhammad Zubairy, CPA PC  
Westbury, NY  
November 5, 2024

**4EVER CHARGE FRANCHISING, LLC  
BALANCE SHEET  
FOR THE PERIOD ENDED OCTOBER 24, 2024**

---

**ASSETS**

**Current Assets**

**Cash**

**\$ 100,000**

**Total Assets**

**\$ 100,000**

**LIABILITES AND MEMBERS' EQUITY**

**Liabilities**

**\$ —**

**Members' Equity**

**100,000**

**Members' Equity & Liabilities**

**\$ 100,000**

See notes to financial statements

**4EVER FRANCHISING LLC**  
**NOTES TO FINANCIAL STATEMENTS**

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**1. THE COMPANY**

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

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

**3. SUBSEQUENT EVENTS**

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through November 5, 2024, the date the financial statements were available to be issued.

**EXHIBIT D TO THE 2025 FDD**

**LIST OF CURRENT AND FORMER FRANCHISEES**

List of Active and Operating Franchised Business(es) as of 12/31/2024

*None, as we are a new franchise offering as of November 2024.*

Franchisees with Signed Franchise Agreement as of 12/31/2024 for Franchise Not Yet Open as of 12/31

*None executed as of 12/31/2024.*

Former Franchisees that Left System in Past Fiscal Year

*None, as we are a new franchise offering.*

**EXHIBIT E TO THE 2025 FDD**

**LIST OF AGENTS FOR SERVICE OF PROCESS**

California: Commissioner of Business Oversight  
Department of Business Oversight  
1515 K Street, Suite 200  
Sacramento, CA 98514  
(916) 445-7205  
Toll free at 1-866-275-2677

Hawaii: Commissioner of Securities  
Department of Commerce  
and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, HI 96813  
(808) 586-2722

Illinois: Chief, Franchise Division  
Office of Attorney General  
500 South Second Street  
Springfield, IL 62706  
(217) 782-4465

Indiana: Indiana Secretary of State  
201 State House  
Indianapolis, IN 46204

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

Michigan: Antitrust and Franchise business  
Michigan Department of the  
Attorney General's Office  
Franchise Administrator  
Consumer Protection Division  
6546 Mercantile Way  
Lansing, MI 48910  
(517) 373-7117

Minnesota: Commissioner of Commerce  
Minnesota Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, MN 55101  
(612) 296-6328

New York: New York Department of State  
Once Commerce Plaza,  
99 Washington Avenue, 6<sup>th</sup> Floor  
Albany, NY 12231-0001  
(518) 473-2492

North Dakota: North Dakota Securities Department  
600 East Boulevard Avenue  
State Capital Fifth Floor Dept 414  
Bismarck, ND 58505-0510  
(701) 328-4712

Oregon: Director of Insurance & Finance  
Business Service Division of Finance  
and Corporate Securities Labor  
and Industries Building  
Salem, OR 97310  
(503) 378-4387

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

South Dakota: Department of Labor & Regulation  
Division of Securities  
124 South Euclid Avenue, Suite 104  
Pierre, SD 57501-3185  
(605) 773-4823

Virginia: Clerk of the State Corporation Commission  
1300 East Main Street, 1<sup>st</sup> Floor  
Richmond, VA 23219

Washington: Director of Financial Institutions  
150 Israel Road SW  
Tumwater, WA 98501  
(360) 902-8760

Wisconsin: Wisconsin Commissioner of Securities  
Franchise Investment Division  
Fourth Floor  
101 East Wilson Street  
Madison, WI 53702

## EXHIBIT F TO THE 2025 FDD

### LIST OF STATE AGENCIES

#### California

Department of Financial Protection and  
Innovation

##### Sacramento

1515 K Street, Suite 200  
Sacramento, California 95814-4052  
(916) 445-7205  
Toll free at 1-866-275-2677

##### San Diego

1350 Front Street, Room 2034  
San Diego, California 92101-3697  
(619) 525-4233  
Toll free at 1-866-275-2677

##### San Francisco

One Sansome Street, Ste. 600  
San Francisco, California 94104  
(415) 972-8559  
Toll free at 1-866-275-2677

##### Los Angeles

320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, California 90013-2344  
(213) 576-7500  
Toll free at 1-866-275-2677

#### Connecticut

Securities and Business Investment Division  
Connecticut Department of Banking  
260 Constitution Plaza  
Hartford, Connecticut 06103-1800  
(860) 240-8233

#### Florida

Department of Agriculture and Consumer  
Services  
Division of Consumer Services  
P.O. Box 6700  
Tallahassee, Florida 32314-6700  
(805) 488-2221  
Fax: (805) 410-3804

#### Hawaii

Department of Commerce and Consumer Affairs  
Business Registration Division  
Commissioner of Securities  
P.O. Box 40  
Honolulu, Hawaii 96810  
(808) 586-2744

#### Illinois

Franchise Bureau  
Office of Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4436

#### Indiana

Franchise Section  
Indiana Securities Division  
Secretary of State  
Room E-111  
302 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6681

#### Iowa

Iowa Securities Bureau  
340 Maple  
Des Moines, Iowa 50319-0066  
(515) 287-4441

### Maryland

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

### Michigan

Michigan Attorney General's Office  
Consumer Protection Division  
Attn: Franchise Section  
525 West Ottawa Street  
Williams Building, 6<sup>th</sup> Floor  
Lansing, Michigan 48933  
(517) 373-7117

### Minnesota

Franchise Examiner  
Minnesota Department of Commerce  
Market Assurance Division  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, Minnesota 55101-2198  
(651) 296-6328

### Nebraska

Department of Banking and Finance  
Bureau of Securities/Financial Institutions  
Division  
1526 K Street, Suite 300  
Lincoln, NE 68508-2732  
(402) 471-3445

### New York

Office of the New York State Attorney General  
Investor Protection Bureau  
Franchise Section  
120 Broadway, 23<sup>rd</sup> Floor  
New York, New York 10271-0332  
Phone: (212) 416-8236  
Fax: (212) 416-6042

### North Dakota

Franchise Examiner  
North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol Fifth Floor, Dpt 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

### Oregon

Department of Consumer and Business Services  
Division of Finance and Corporate Securities  
Labor and Industries Building  
Salem, Oregon 97310  
(503) 378-4140  
Fax: (503) 947-7862

### Rhode Island

Department of Business Regulation  
Securities Division  
1511 Pontiac Avenue  
John O. Pastore Franchised Business  
Complex-69-1  
Cranston, Rhode Island 02920-4407  
(401) 462-9527

### South Dakota

Department of Labor & Regulation  
Division of Securities  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501-3185  
(605) 773-4823  
Fax: (605) 773-5953

### Texas

Statutory Document Section  
Secretary of State  
P.O. Box 12887  
Austin, Texas 78711  
*Street Address:*  
1719 Brazos  
Austin, Texas 78701  
(512) 475-1769

Virginia

State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9<sup>th</sup> Floor  
Richmond, Virginia 23219  
(804) 371-9051

Washington

Department of Financial Institutions  
Securities Division  
P.O. Box 9033  
Olympia, Washington 98507-9033  
(360) 902-8760

Wisconsin

Division of Securities  
Department of Financial Institutions  
P.O. Box 1768  
Madison, Wisconsin 53701  
(608) 266-2801

Federal Trade Commission

Division of Marketing Practices  
Bureau of Consumer Protection  
Pennsylvania Avenue at 6<sup>th</sup> Street, NW  
Washington, D.C. 20580  
(202) 326-3128

**EXHIBIT G TO THE 2025 FDD**

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**APPENDICES (UPDATED REGULARLY)**

**TOTAL PAGES: 55+**

**EXHIBIT H TO THE 2025 FDD**

**SAMPLE RELEASE AGREEMENT  
(NOT FOR EXECUTION – EXAMPLE ONLY)**

In consideration for the consent of 4Ever Charge Franchising, LLC (the “Franchisor”), to the assignment by \_\_\_\_\_ (“Franchisee”) of its interest in that certain franchise agreement entered into by and between Franchisor and Franchisee dated \_\_\_\_\_ (the “Franchise Agreement”), Franchisee and its principals hereby remises, releases, and forever discharges Franchisor, its affiliates, parents, subsidiaries, principals, officers, directors and employees and agents, and their respective successors, assigns, heirs and personal representatives, from all debts, covenants, liabilities, actions, and causes of action of every kind and nature through the date of this Release, including but not limited to those arising out of or existing under (a) the Franchise Agreement and the parties respective rights and obligations thereunder, (b) the offer and awarding of the 4EVERCHARGE™ franchise rights and/or franchised business described therein, and (c) the franchise relationship between the parties hereto, whether in law or in equity. Franchisee acknowledges that this Release is intended to release all claims held by any person against the parties to be released, arising out of any of the matters to be released.

This Release has been entered into and agreed to as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**FRANCHISEE:**

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

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

**FRANCHISOR**

**4Ever Charge Franchising, LLC**

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

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

**EXHIBIT I TO THE 2025 FDD**

**STATE-SPECIFIC ADDENDA TO DISCLOSURE DOCUMENT,  
FRANCHISE AGREEMENT AND/OR DEVELOPMENT AGREEMENT**

**WISCONSIN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE  
AGREEMENT AND RELATED AGREEMENTS**

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

**No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.**

## EXHIBIT J TO THE 2025 FDD

### 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 Franchise Disclosure Document is effective and may be used in the following states, where the Franchise Disclosure Document is filed, registered, or exempt from registration, as of the Effective Dates stated below:

| STATE        | EFFECTIVE DATE       |
|--------------|----------------------|
| California   | Not Registered       |
| Hawaii       | Not Registered       |
| Illinois     | Not Registered       |
| Indiana      | Not Registered       |
| Maryland     | Not Registered       |
| Michigan     | Not Registered       |
| Minnesota    | Not Registered       |
| New York     | Not Registered       |
| North Dakota | Not Registered       |
| Rhode Island | Not Registered       |
| South Dakota | Not Registered       |
| Virginia     | Not Registered       |
| Washington   | Not Registered       |
| Wisconsin    | Pending Registration |

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

**EXHIBIT K TO 2025 FDD**

**RECEIPTS**

**RECEIPT**

***[PROSPECT(S): PLEASE COMPLETE, SIGN AND RETURN THIS COPY TO FRANCHISOR]***

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 4Ever Charge Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If 4Ever Charge Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator listed in Exhibit “F.”

The franchisor, 4Ever Charge Franchising, LLC, is located at 627 36<sup>th</sup> Street, Newport News, Virginia 23607.

Our franchise sellers include:

Steve Phelps, c/o Franchise Genesis, 107 Parr Drive, Huntersville, NC 28078; (480) 869-1475

Kyle Bailey, c/o Franchise Genesis, 107 Parr Drive, Huntersville, NC 28078; (972) 837-6621

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This Disclosure Document has an Issue Date of May 21, 2025.

I received a disclosure document dated May 21, 2025, which includes the following Exhibits:

- |  |   |
|--|---|
| A. Franchise Agreement                   | G. TOC for Operations Manual              |
| B. Multi-Territory Addendum              | H. Sample Release Agreement               |
| C. Financial Statements                  | I. State-Specific Addenda (if applicable) |
| D. Schedule of Franchisees               | J. State Effective Dates                  |
| E. List of Agents for Service of Process | K. Receipts                               |
| F. List of State Agencies                |   |

Date: \_\_\_\_\_  
*[Please Insert Date Disclosed with FDD]*

\_\_\_\_\_  
Signature of Prospect(s)

\_\_\_\_\_  
Title (if Signing for Company)

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

Two (2) copies of this receipt have been placed at the end of the disclosure document. Please sign and date the receipt and return one copy to us and keep the other for your records. You may return the signed receipt either by signing, dating, and mailing it to Franchisor at Attn: Legal Compliance, c/o 4Ever Charge Franchising, LLC, is located at 627 36<sup>th</sup> Street, Newport News, Virginia 23607.

**RECEIPT**

***[PROSPECT(S): PLEASE COMPLETE, SIGN AND RETAIN 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 4Ever Charge Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If 4Ever Charge Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator listed in Exhibit “F.”

The franchisor, 4Ever Charge Franchising, LLC, is located at 627 36<sup>th</sup> Street, Newport News, Virginia 23607.

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| D. Schedule of Franchisees               | J. State Effective Dates                  |
| E. List of Agents for Service of Process | K. Receipts                               |
| F. List of State Agencies                |   |

Date: \_\_\_\_\_  
*[Please Insert Date Disclosed with FDD]*

\_\_\_\_\_  
Signature of Prospect(s)

\_\_\_\_\_  
Title (if Signing for Company)

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

Two (2) copies of this receipt have been placed at the end of the disclosure document. Please sign and date the receipt and return one copy to us and keep the other for your records. You may return the signed receipt either by signing, dating, and mailing it to Franchisor at Attn: Legal Compliance, c/o 4Ever Charge Franchising, LLC, is located at 627 36<sup>th</sup> Street, Newport News, Virginia 23607.