



One Tour At A Time, LLC  
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## FRANCHISE DISCLOSURE DOCUMENT

One Tour At A Time, LLC, a Nevada limited liability company, franchises the right for the establishment and operation of an individually owned and operated tour business under the Another Side Tours trade name and business system (an Another Side Tours business.) The total investment necessary to begin operations of an Another Side Tours business is \$116,150 to \$169,550. These totals include \$30,000 that must be paid to the franchisor and/or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact One Tour At A Time, LLC at the following address: 11700 W. Charleston BLVD, #170-001 Las Vegas NV 89135.

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

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

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

Issuance Date: July 17, 2025

## How to Use This Franchise Disclosure Document

Here are some questions you may ask about buying a franchise and tips on how to find

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

more information:

## 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 B.

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

## What You Need to Know About Franchising in General

**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.

## Special Risks to Consider About This Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in the state of Nevada. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Nevada than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history as a franchisor. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see item 21) calls into question the Franchisor's financial ability to provide services and support to you.
4. **Supplier Control.** You must purchase all or nearly all the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business
5. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

**ADDITIONAL DISCLOSURES REQUIRED  
BY THE STATE OF MICHIGAN**

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

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

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

- d. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchisee on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchisee for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
9. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this Notice shall be directed to the Attorney General's Office, Consumer Protection Division, G. Mennen Williams Building – 1<sup>st</sup> Floor, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

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

# FRANCHISE DISCLOSURE DOCUMENT

## TABLE OF CONTENTS

	<u>Page</u>
ITEM 1	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES... 5
ITEM 2	BUSINESS EXPERIENCE.....6
ITEM 3	LITIGATION.....6
ITEM 4	BANKRUPTCY.....6
ITEM 5	INITIAL FRANCHISE FEES .....6
ITEM 6	OTHER FEES .....7
ITEM 7	ESTIMATED INITIAL INVESTMENT.....11
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....12
ITEM 9	FRANCHISEE'S OBLIGATIONS.....15
ITEM 10	FINANCING.....15
ITEM 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING .....15
ITEM 12	TERRITORY .....19
ITEM 13	TRADEMARKS .....21
ITEM 14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION... ..21
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS.....22
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....23
ITEM 17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION .....24
ITEM 18	PUBLIC FIGURES .....30
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS.....30
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION.....30
ITEM 21	FINANCIAL STATEMENTS.....31
ITEM 22	CONTRACTS.....31
ITEM 23	RECEIPT .....32

## EXHIBITS

Exhibit A	State Appendices
Exhibit B	Agents for Service of Process
Exhibit C	List of State Agencies
Exhibit D	Deposit Agreement
Exhibit E	Franchise Agreement
Exhibit F	Operations Manual Table of Contents
Exhibit G	Financial Statements
Exhibit H	Current and Former Franchisees
Exhibit I	Form of General Release
Exhibit J	State Addenda
Exhibit K	State Effective Dates
	Receipts

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

To simplify the language in this disclosure document, the words “we,” “our” or “us” refer to One Tour At A Time, LLC the franchisor of this business. “You” and “your(s)” refers to the person who buys the franchise, whether you are a corporation, limited liability company or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of this disclosure document also apply to your owners and will be noted.

**The Franchisor and any Parents, Predecessors, and Affiliates**

One Tour At A Time, LLC is a Nevada Limited Liability Company that was formed on August 22, 2025. Our principal business address is 11700 W. Charleston BLVD, #170-001, Las Vegas, Nevada 89135. We do business under our company name and under the trade and service mark ANOTHER SIDE TOURS™ and associated logos. We have offered franchises since July 2025 in the United States. We do not engage in other business activities and have not offered franchises in other lines of business. We do not operate a business of the type being franchised. We have no affiliates, nor have we previously offered franchises of any type.

Another Side of San Diego Tours, LLC, a California Limited Liability Company, was originally formed on June 1, 2007, and was replaced by Another Side Tours, Inc., a California Corporation, which was formed on April 26, 2010. Another Side Tours, Inc., is the parent company and an affiliate of One Tour At A Time, LLC. It is solely owned and operated by Kenneth C. Lippman.

Another Side Of Las Vegas Tours, LLC, a Nevada Limited Liability Company, which was formed on January 23, 2024, is an affiliate which operates tours in Clark County, Nevada. It is solely owned and operated by Kenneth C. Lippman.

Another Side Tours, Inc., a Nevada Corporation, which was formed on May 21, 2021, is an affiliate which operates as a management company for the other Another Side Tours companies in California and Nevada. It is solely owned and operated by Kenneth C. Lippman.

Another Reservation, LLC, a Nevada limited liability company, which was formed on May 12, 2025, is an affiliate which operates as a software publishing company and is solely owned and operated by Kenneth C. Lippman

Another Side Tours, Inc. (CA), and Another Side of Las Vegas Tours, LLC (NV), operate businesses similar to the franchises offered in this Franchise Disclosure Document.

**The Franchise**

We offer franchises for businesses operated under the name “Another Side Tours” (“Another Side Tours Businesses”), which are established and operated using the format and system we developed (the “System”). Some of the features of our System include the common use and promotion of the name “ANOTHER SIDE TOURS™” and other service marks, trademarks, trade names, logos, emblems, signs, slogans, insignia and other commercial symbols that we may designate from time to time for the operation of Another Side Tours Businesses using the System (collectively, the “Marks”). The System also includes distinctive standards and specifications for products, equipment, materials, and supplies; specifications, and procedures for operations and customer service standards; purchasing and sourcing

procedures; training and assistance; and marketing and promotional programs. We may periodically change and improve the System.

From your Another Side Tours Business you will offer and provide products and services to the public with an Authorized Territory (as defined below), which is subject to our written approval. You will always operate your Another Side Tours Business complying with the Franchise Agreement and our confidential Electronic Operations Manual (the “Electronic Operations Manual(s)”) that you will be provided electronic access to after you sign your Franchise Agreement.

We offer to enter into franchise agreements (“Franchise Agreement” included as Exhibit D to this Disclosure Document) with qualified legal entities and persons that wish to establish and operate an Another Side Tours Business.

### **Industry-Specific Regulations**

Your Another Side Tours Business will be subject to national, state, and local regulations that apply to all businesses, including Federal Motor Carrier Safety Administration regulations, the Americans with Disabilities Act, wage and hour laws, occupational health and safety, equal employment opportunity, taxes, hazardous material communication to employees, and business licensing requirements. In addition, you must comply with all local ordinances, zoning laws and regulations applicable.

You are responsible to ensure your compliance with all applicable local, county, state and federal laws and regulations. You should consult with your attorney and local, county, state and federal government agencies concerning these and other laws and ordinances that may affect the operation of a Another Side Tours Business before you sign a Franchise Agreement. It is your, and only your, responsibility on a continuous basis to investigate and satisfy all local, county, state and federal laws as they vary from place to place and may change from time to time.

### **Market and Competition**

The market for your Another Side Tours Business is largely undeveloped, but guided driving, E-bike, and walking tours of local, regional and national areas of interest, rent-a-guide services, walk-on tours, and other special events for sale to the public are part of the broad and growing sector of tours and activities. The average customer of your Another Side Tours Business will be both adults and families who want to see the other side of your city or town.

Your Another Side Tours Business may be seasonal depending on your location or territory, but sales of corporate and private tours can help to alleviate seasonality. Your Another Side Tours Business will compete with other forms of tour and entertainment businesses, some of which may offer the same or similar services and products to those offered by Another Side Tours Businesses. You may also experience indirect competition from transportation network companies. The competitors may range from franchise systems, independent operators, chains and other businesses, which may include other businesses owned by us or our affiliates. In addition, many of these competitors may have substantial financial, marketing and other resources and they may already be established in your market. The ability of each Another Side Tours Business to compete depends on its geographic location or territory, sales program, customer service, overhead costs, economic conditions, weather, and many other factors both within and outside your or our control.

ITEM 2  
BUSINESS EXPERIENCE

Kenneth Lippman: Chief Executive Officer

Kenneth Lippman has served as our Chief Executive Officer in Las Vegas, Nevada since August 2025. Additionally, he has served as Chief Executive Officer at Another Side Of Las Vegas Tours, LLC in Las Vegas, Nevada since August 2024. Additionally, he has served as Chief Executive Officer at Another Side Tours, Inc. in Los Angeles, California since April 2010.

ITEM 3  
LITIGATION

There is no litigation that must be disclosed in this Item.

ITEM 4  
BANKRUPTCY

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

ITEM 5  
INITIAL FRANCHISE FEES

**Initial Franchise Fee**

The Initial Franchise Fee is \$30,000 for a Franchisee's first Another Side Tours Business for one Protected Area. Any Another Side Tours Business opened in a different Protected Area will require an Initial Franchise Fee of 75% of the current Franchise Fee for an Another Side Tours Business. The Initial Franchise Fee is paid in a lump sum at execution of the Franchise Agreement. Initial Franchise Fees are not refundable. The Initial Franchise Fee and all other fees are uniform for all similarly situated franchisees. One Tour At A Time, LLC may from time to time offer discounts on the Initial Franchise Fee for certain qualified franchisee applicants. One Tour At A Time, LLC is not obligated to provide a discount to any applicant regardless of qualification.

ITEM 6  
OTHER FEES

Type of Fee <sup>1</sup>	Amount <sup>2</sup>	Due Date <sup>3</sup>	Remarks
Royalty	Five percent (5%) of Gross Sales <sup>5</sup> , monthly.	Royalty fees will be deducted through the CRM or direct debit on the 10 <sup>th</sup> day of each month.	The Franchisor retains the right to change the method and interval of collection during the term of the franchise agreement.

Type of Fee <sup>1</sup>	Amount <sup>2</sup>	Due Date <sup>3</sup>	Remarks
Search Engine Marketing Fee	\$3,000 per month. This may increase by 10% annually.	Payable monthly by direct debit on the 10 <sup>th</sup> day of each month.	Paid via EFT. Paid at the same time as the royalty fee.  The Franchisor retains the right to change the method and interval of collection during the term of the franchise agreement.
Brand Development Fund <sup>4</sup>	Currently two percent (2%) of franchisee's Gross Sales <sup>5</sup> . Maybe increased to up to three percent (3%) during the term of the franchise agreement	Funds will be deducted by direct debit on the 10 <sup>th</sup> day of each month.	Paid via EFT. Paid at the same time as the royalty fee.  The Franchisor retains the right to change the method and interval of collection during the term of the franchise agreement.
Technology Fee	Currently \$200 per month. May be increased by up to 20% per year during the term of the Franchise Agreement.	Payable monthly by direct debit on the 10 <sup>th</sup> day of each month.	Paid via EFT. Paid at the same time as the royalty fee.  The Franchisor retains the right to change the method and interval of collection during the term of the franchise agreement.
Opening Extension Fee	\$2,500	At the time the extension is granted.	If the Franchisee has made a good faith effort to launch the business within 45 days but fails, the Franchisor may, at its discretion, grant an extension of 30 days. If an extension is granted, the Franchisee must pay this fee.
Uniforms	\$50-\$75 per tour host including franchisee	Upon receipt of invoice.	You may be required to wear approved logo-wear when on tour.
Transfer Fee for Current Franchisee to New Entity	\$1,500 per transfer	Payable when transfer is approved.	Transfer of shares to a new entity where the transfer does not change the majority ownership in the franchisee entity.
Transfer Fee to Transfer Ownership to an Existing Another Side	Fifty percent (50%) of the current franchise fee per transfer. \$5,000 non-refundable deposit.	Deposit due upon request to Transfer. Balance is payable when transfer or sale is completed.	New owner must already be an existing Another Side Tours franchisee in good standing.

Type of Fee <sup>1</sup>	Amount <sup>2</sup>	Due Date <sup>3</sup>	Remarks
Tours Franchisee			
Transfer Fee to a New Owner	Seventy-five percent (75%) of the current franchise fee per transfer. \$5,000 non-refundable deposit.	Deposit due upon request to Transfer. Balance is payable when transfer or sale is completed.	New owner is not an existing Another Side Tours franchisee.
Franchise Relocation	\$1,000	Payable when location change is approved.	
Additional or Ongoing Training	\$500 per day	Payable as incurred.	Ongoing training required by Franchisor can be up to five (5) days per year. Additional training requested by Franchisee or required by Franchisor if Franchisee is not performing to standard may be more than five (5) days per year. Franchisee is required to pay any travel related expenses for franchisee and/or One Tour At A Time, LLC employees.
Initial Training for Replacement Operating Principal	\$1,000	Payable as incurred.	<p>If the franchisee wants to include additional personnel, beyond two (2) for the initial training, the fee is \$1,000 per additional trainee.</p> <p>Should the franchisee's current Operating Principal leave, the replacement Operating Principal must attend the initial training at a location specified by the franchisor.</p> <p>In addition to the \$1,000 fee, the franchisee will also be responsible for wages, travel, lodging and related expenses.</p>
System Modifications	All reasonable costs and expenses associated with system modification.	As required, may be payable to Franchisor or Third Party.	If the Franchisor makes changes to the Franchise System, Franchisees must adapt their business to conform to the changes. Examples may include new equipment, signage,

Type of Fee <sup>1</sup>	Amount <sup>2</sup>	Due Date <sup>3</sup>	Remarks
			trade dress and technology.
Successor Franchise Fee	Ten percent (10%) of current initial franchise fee	Thirty (30) days prior to end of expiring term.	You must execute a successor Franchise Agreement for the continued operation of your Another Side Tours Business after the expiration of your Franchise Agreement. The terms and conditions of your Successor Franchise Agreement may materially differ from the terms and conditions of your current Franchise Agreement.
Evaluation	Cost and expenses of Franchisor representative for follow up visits.	Upon receipt of invoice.	We have the right to enter your Another Side Tours Business at all reasonable times during the business day to assess your compliance with the Franchise Agreement and System standards. If you fail an evaluation you are required to pay our costs and expense incurred when conducting a subsequent evaluation to determine if you have cured the issues identified in the first evaluation.
Supplier and Product Testing	The greater of \$750 or actual costs.	As incurred.	If franchisee requests that a supplier or product is analyzed for approved use. If the product or service is later approved for use System-wide, the fee may be refunded or waived.
Conference Fee	\$1,000	As incurred.	Required for each conference that the franchisor schedules.
Trademark Litigation	Costs and expenses of litigation including attorney fees.	Upon receipt of invoice.	Only applicable if the challenge or claim results from your misuse of the Trademarks in violation of your Franchise Agreement.
Interest on late payments	The lesser of 18% or the maximum rate allowed by law.	Upon receipt of invoice.	Interest charges begin accruing from the date payment is due but not received, or the date of underpayment.

<b>Type of Fee<sup>1</sup></b>	<b>Amount<sup>2</sup></b>	<b>Due Date<sup>3</sup></b>	<b>Remarks</b>
Service charge for Not Sufficient Funds (NSF) or missed report	\$30 but subject to change depending on bank charges.	Upon receipt of invoice.	You must pay us a service charge for each delinquent report or payment that you owe us. This includes payments that are delinquent due to insufficient funds in your direct debit account.
Audit fee	Amount charged by accounting firm to audit your business, and any other expenses incurred directly as a result of the Audit.	Upon receipt of invoice.	If an audit reveals an understatement of Gross Sales <sup>5</sup> by 2% or more, you must pay for the audit and any additional review Franchisor requests by an independent CPA.
Indemnification	All costs and expenses incurred by us in our defense.	Upon receipt of invoice.	You must indemnify us, the Franchisor, for any loss suffered as a result of your operation of your Another Side Tours franchise. This includes any breach by you or your failure to comply with the terms and conditions of the Franchise Agreement.
Liquidated Damages	Lump sum equal to royalties and all marketing fees payable to us for the 36 months immediately preceding termination or for the length of time the franchise has been operating.	As incurred.	Payable to us upon wrongful termination of the Franchise Agreement by your or due to termination by your breach of the Franchise Agreement.
Insurance	All costs paid by us on your behalf plus a fee for expenses	Upon receipt of invoice.	If you fail to maintain the required insurance coverage, we have the right to procure it on your behalf and you will be responsible for the costs and expenses we incur when doing so.
Litigation Reimbursement	All costs and expenses incurred including attorney fees by us if we are the prevailing party	Upon receipt of invoice.	If we bring an action to enforce the terms of your Franchise Agreement and prevail in the proceeding, you will reimburse us all costs associated with the action.

Type of Fee <sup>1</sup>	Amount <sup>2</sup>	Due Date <sup>3</sup>	Remarks
Temporary Management Assistance	The current fee will be maintained in the Operations Manual. Expenses will be required.	As invoiced.	Temporary management upon breach by Franchisee or upon death or incapacity of Franchisee.

1. All fees are uniformly imposed by us, are payable to us, and are non-refundable.
2. Before your Another Side Tours Business opens, you must sign and deliver to us the documents we require to authorize us to debit your operating checking account automatically for the Royalties not collected directly through the Customer Relationship Manager (CRM,) Marketing Fees and other amounts due under the Franchise Agreement and for your purchases from us and our affiliates (Schedule D to the Franchise Agreement). We will debit the operating checking account for these amounts on their due dates. Funds must be available in the operating checking account for withdrawal. We may require payment other than by automatic debit, and you must comply with our payment instructions.
3. Franchisees are required to send a monthly sales report in the form provided by us via email by the 5<sup>th</sup> day of each month.
4. Brand Development Fund: Fees paid into this fund are used for the development of brochures, handouts, communication templates, social media templates, website updates and other approved advertising materials that will be used locally in the market. We may also use this fund to develop trade-show booths, banners, posters and display materials for franchisees to use at tradeshow and networking events, and for on-going research and development and testing of new services. Fund monies can also be used to offset the costs of developing materials that promote the franchise brand regionally or nationally – including system-wide traditional media and social media advertising. Finally, a portion of these fees can be used to offset the costs of administering client marketing efforts (e.g., fees paid to advertising agencies or public relations firms, or salaries paid to the franchisor’s staff dedicated to marketing.)
5. “Gross Sales” means all revenues and income from whatever source derived or received from, through, by or on account of the operation of the Another Side Tour Business, whether received in cash, in services, in kind, on credit, bartering or otherwise, but excludes pre-paid gratuity, sales taxes and returns.

ITEM 7  
ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Low Estimate	High Estimate	Method of Payment	When Due	To Whom Payment is to be made
Initial Franchise Fee	\$30,000	\$30,000	Bank Check or Wire Transfer	Upon Execution of Agreement	Franchisor
Deposits - Office Lease, Utility & Security Deposits	\$4,500	\$6,000	As required	As required	Supplier/Vendor
Office Furniture and Fixtures	\$500	\$3,000	As required	As required	Supplier/Vendor

Office Rent & Utilities (Three months)	\$4,500	\$8,500	As required	As required	Supplier/Vendor
Office Supplies	\$500	\$1,000	As required	As required	Supplier/Vendor
Office Equipment & Computer Hardware	\$3,000	\$5,000	As required	As required	Supplier/Vendor
CRM/Back Office System	\$4,100	\$4,100	As required	As required	Supplier/Vendor
Business Telephone & Internet (includes Call Rail)	\$1,050	\$1,200	As required	As required	Supplier/Vendor
Equipment Used in Operations	\$15,000	\$35,000	As required	As required	Supplier/Vendor
Vehicle Lease or Loan Payment (3 months) <sup>1</sup>	\$9,000	\$12,000	As required	As required	Supplier/Vendor
Vehicle Expense (Fuel, Maintenance and Insurance for 3 months)	\$5,000	\$9,000	As required	As required	Supplier/Vendor
Materials and Supplies (3 months)	\$500	\$1,500	As required	As required	Supplier/Vendor
Recruiting, Screening & Onboarding of Initial Staff	\$500	\$750	As required	As required	Supplier/Vendor
Professional Fees <sup>2</sup>	\$3,500	\$5,000	As required	As required	Supplier/Vendor
Insurance (Automobile and General Liability)	\$3,000	\$5,000	As required	Prior to operation of first tour	Supplier/Vendor
Licenses, Memberships and Subscriptions	\$500	\$2,000	As required	Prior to operation of first tour	Supplier/Vendor
Training Expenses (travel, meals, board) <sup>3</sup>	\$2,000	\$2,500	As required	As required	Supplier/Vendor
Initial Launch Advertising/Marketing <sup>4</sup>	\$4,000	\$8,000	Bank Check or Wire Transfer	Prior to operation of first tour	Franchisor
Additional Funds (Working Capital) <sup>5,6</sup>	\$25,000	\$30,000	As required	As required	Supplier/Vendor
<b>TOTAL ESTIMATED RANGE</b>	<b>\$116,150</b>	<b>\$169,550</b>			

1. We require that you purchase or lease a passenger vehicle for the operation of your Another Side Tours Business. The vehicle must be a luxury SUV with leather interior and a second-row bench, which can carry a minimum of 6 passengers. Examples are GMC Yukon, Chevrolet Tahoe, or Cadillac Escalade. Vehicles must present a professional appearance and must be licensed and insured. To ensure that vehicles continue to present a professional appearance, franchisees will be required to provide AST a mobile-phone video of the vehicle at least once each year.
2. You will need to employ an attorney, an accountant, and other consultants to assist you in establishing your Another Side Tours Business. These fees may vary depending upon the prevailing rates of local attorneys, accountants and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.
3. Franchisee is required to successfully complete the initial training program within thirty (30) days of executing the franchise agreement. Initial training will be held in Las Vegas, Nevada unless otherwise specified by One Tour At A Time, LLC in writing.

4. Franchisee is required to acquire equipment, set up partnerships with livery companies and establish a concierge referral program within forty-five (45) days of completing initial training. The minimum amount of \$4,000 to \$8,000 depending on Franchisor's requirement must be spent prior to and during the first three (3) months of the opening of your Another Side Tours Business.
5. Additional funds may be required in your first 6 months of operations to support ongoing costs of your Another Side Tours Business such as taxes, advertising, salaries and other expenses to the extent that revenues do not cover business costs. New businesses franchised or not, often have larger expenses than revenues.
6. Given that each Another Side Tours Business has different costs and sales in the start-up months, this is only an estimate of the additional funds you may need. We have relied on the over 17 years of applicable experience of us and our affiliates in compiling these estimates. They are, however, only estimates and include no warranty or representation, express or implied, that the estimated amounts will be sufficient for your specific franchise. You should review these estimates carefully with a business advisor before making any decision to purchase the franchise.

## ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

### **Purchases from Approved or Designated Suppliers**

You must use in the operation of your Another Side Tours Business and in the offering of services and/or products only the proprietary and non-proprietary techniques, processes, supplies, materials and other goods we designate, and offer or use them, all as we specify in our Electronic Operations Manual or otherwise in writing. We may change these periodically and that you are obligated to conform to the requirements. All vehicles, supplies, materials and other goods, and all other customer service materials of all descriptions and types must meet our standards of uniformity and quality.

You must only use approved supplies, trademarked retail items, equipment, materials, services or products, inventory, signage, advertising materials, trademarked items and novelties, and other items or services (collectively, "Approved Supplies") in connection with the operation of your Another Side Tours Business as set forth in the Approved Supplies lists, as we may amend from time to time. Although we do not do so for every item, we have the right to choose and designate the manufacturer, distributor, provider and/or supplier of Approved Supplies (an "Approved Supplier"). Some or all Approved Supplies may only be available from one Approved Supplier source, and we, or our affiliates, may be that source.

All inventory, products, materials and other items and supplies used in the operation of your Another Side Tours Business that are not then included in the Approved Supplies or Approved Suppliers lists must conform to the specifications and standards we establish from time to time. Except where there is a legitimate issue, as determined by us, with respect to an Approved Supplier's ability to provide an item that satisfies your obligations under applicable laws and administrative rules, regulations and policies relating to promotional issues, you do not have the right to use nor require us to consider alternative Approved Supplies or alternative suppliers, including without limitation, alternative approved manufacturers, suppliers, providers and distributors or alternative approved products, material, equipment, signage, stationery, supplies and other items or services necessary to operate your Another Side Tours Business.

### **Approval of Alternative Suppliers**

Where there is a legitimate issue under applicable laws and administrative rules, regulations and policies relating to promotional issues, you shall identify an alternative supplier for our approval, which shall not be unreasonably withheld, that can provide the item that will comply with applicable laws, which supplier shall be deemed an “Approved Supplier” for the sole purpose of the provision of such item. Approval requests should be made in writing to [info@onetouratatime.com](mailto:info@onetouratatime.com). For physical materials requiring approval, a sample might be requested before distribution. It will be at your sole cost to mail us any sample supplies. We have Thirty (30) business days to review the request from the date we receive the email or the sample, whichever is later. Upon our response approving the request or if after Thirty (30) business days we have not approved the request you may consider the request approved.

### **Purchasing or Distribution Cooperatives**

We do not currently have any purchasing or distribution cooperatives. We may attempt to negotiate discounted prices and favorable terms from suppliers for your benefit. We may also negotiate with various vendors to obtain for all our franchisees and us and our affiliates various advertising related discounts and/or cooperative advertising programs. If we negotiate these programs, you will have the right to participate in the programs, but will not be obligated to do so, unless we make it a requirement. These optional advertising programs in no way affect your obligations to use only approved suppliers and all required suppliers.

### **Revenue Derived from Franchisee Purchases**

We and our affiliates may derive revenue from your required purchases in connection with the operation of your Another Side Tours Business. As of the issuance date of this disclosure document, neither we nor our affiliate received any revenue from required purchases or leases by franchisees, but we retain the right to do so in the future.

### **Estimated Proportion of Required Purchases and Leases**

We estimate that your purchases from us or approved suppliers, or that must conform to our specifications, will represent approximately 40% to 45% of your total purchases in establishing your Another Side Tours Business, and approximately 35% to 40% of your total annual purchases in the continuing operation of your Another Side Tours Business.

### **No Material Benefits**

We do not provide material benefits to franchisees (for example, renewal or granting additional franchises) based on purchases of specific products or services or use of particular suppliers, but you must use only suppliers we approve.

### **Insurance**

You must purchase and maintain in full force and effect, at your expense and from an insurer we may designate or, if we have not designated such an insurer, from an insurer we accept, insurance that insures both you and us, and any other persons we designate by name. The insurance policy or policies must be written in accordance with the standards and specifications (including minimum coverage amounts) set forth in writing by us from time to time, and, at a minimum, must include the

following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing):

- (i) Automobile liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit per accident) and one million dollars (\$1,000,000) aggregate.
- (ii) Comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, five thousand (\$5,000) medical expense (any one person) and three hundred thousand (\$300,000) for damage to rented premises per occurrence.
- (iii) Tour operator liability insurance that includes host liquor liability if alcohol will be present on any tour.
- (iv) Workers' compensation insurance covering all your employees which meets any federal, state or local requirements.
- (v) Commercial motor vehicle insurance included uninsured/underinsured motorist coverage.
- (vi) We are named as additional insured on all liability policies required by this paragraph.
- (vii) Severability of interests and/or separation of insured provisions must be included in the liability policies and all policies must be primary and non-contributing with any insurance policy carried by us; and
- (viii) Any other such insurance coverage or amounts as required by law or other agreement related to the Another Side Tours Business.

If you do not have a physical location, you are not required to procure both general liability and tour operator liability insurance, as noted above, but you must secure one type or the other. However, if you maintain a physical location, we require that you secure both types of insurance that includes liquor liability as a part of your coverage.

The insurance coverage referenced in (i,) (ii,) and (iv) above must commence at the latest 30 days before the first tour is operated. You must deliver to us upon reception by you a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this paragraph. The insurance certificate must show our status as additional insured and provide that we will be given 30 days' prior written notice of a material change in or termination or cancellation of the policy. We also may request copies of all policies. We may from time to time modify the required minimum limits and require additional insurance coverage, by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the Another Side Tours System, standards of liability and higher damage awards. If you do not procure and maintain the required insurance coverage required by this Agreement, we have the right, but not the obligation, to procure insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur. You must pay these amounts to us immediately upon written notice.

## ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
Site selection and acquisition/lease	Section 5	Items 1, 7, 11 and 12
Pre-opening purchases/leases	Section 5	Items 5, 7, and 8
Site development and other pre-opening requirements	Section 5	Items 7, 8 and 11
Initial and ongoing training	Section 11	Items 6 and 11
Opening	Section 6	Items 5 and 11
Fees	Section 7	Items 5, 6 and 7
Compliance with standards and policies/Electronic Operating Manual	Section 10	Items 11 and 16
Trademarks and proprietary information	Section 13	Items 13 and 14
Restrictions on products/ services offered	Section 12	Items 8, 11 and 16
Warranty and customer service requirements	Section 12	Item 16
Territorial development and sales quotas	Section 12	Item 12
Ongoing product/service purchases	Section 12	Items 8 and 11
Maintenance, appearance and remodeling requirements	Section 12	Items 6 and 11
Insurance	Section 12	Items 6 and 8
Advertising	Section 9	Items 6, 7 and 11
Indemnification	Section 22	Item 6
Owner's participation/ management/staffing	Section 12	Items 11 and 15
Records/reports	Section 8	Item 6
Inspections/audits	Section 8	Item 6
Transfer	Sections 15, 16	Items 6 and 17
Renewal	Section 4	Items 6 and 17
Post-termination obligations	Section 20	Item 17
Non-competition covenants	Section 2	Item 17
Dispute resolution	Section 26	Item 17
Other: Guarantee of franchisee obligations	Section 1	Item 22

ITEM 10  
FINANCING

Neither One Tour At A Time, LLC, nor its agents or affiliates, offer direct financing to franchisees. One Tour At A Time, LLC and its agents and affiliates, also do not guarantee any note, lease or obligation of yours, nor do we have any practice or intent to sell, assign or discount to a third party all or part of any financing arrangement of yours.

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

Except as specifically described below, we are not required to provide you with any assistance.

**Pre-Opening Assistance**

**Before your open your Another Side Tours Business, we will:**

- Designate your Authorized Territory. (Franchise Agreement, Section 5 and Schedule B)
- Provide you with Initial Training. (Franchise Agreement, Section 11)
- Provide you with a list of Authorized Supplies, Authorized Suppliers, computer hardware and software and other authorized products, services and materials. (Franchise Agreement, Section 6)
- Provide you with access to our confidential Operations Manual. (Franchise Agreement, Section 10)
- Provide you with access to current pricing models for public and private tours. (Franchise Agreement, Section 12L)
- Either provide or approve or disapprove marketing materials (including any print, radio, television, electronic, or other media forms that may become available in the future) and your sales promotion material, customer goodwill items, accessories and customer convenience items. (Franchise Agreement, Section 9)
- Provide you with a website (or access to our website) and access to our Internet, intranet system or extranet system, or other online communications. (Franchise Agreement, Section 10)

### **Continuing Obligations**

#### **During the operation of your Another Side Tours Business, we will:**

- Provide you with ongoing training. (Franchise Agreement, Section 11)
- We may, in our discretion hold an All-Cities Meeting or Conference periodically that you must attend and up to 2 additional employees may attend at your cost and expense (excluding transportation). (Franchise Agreement, Section 7)
- Provide you with access to current pricing models for public and private tours. (Franchise Agreement, Section 12L)
- Either provide or approve or disapprove marketing materials (including any print, radio, television, electronic, or other media forms that may become available in the future.) (Franchise Agreement, Section 9)
- Provide you with continued access to our website and the right to use our Internet, intranet system or extranet system, or other online communications. (Franchise Agreement, Section 10)
- Administer the Brand Development Fund (Franchise Agreement, Section 9)

### **Operations Manual**

Currently, we have an Operations Manual (sometimes referred to as the “Electronic Operations Manual”) we make available to you through a password protected website. The manual may be in a downloadable PDF accessible through Adobe Acrobat (available for free online) or through a different electronic medium. The Operations Manual includes descriptions of marketing techniques, operational procedures, business practices, and management methods for our Another Side Tours System. There are approximately 92 pages in the Operations Manual with approximately an equal number of pages supplied as appendices, but this may differ depending on your computer system and the hardware and software you are using. The purpose of the Operations Manual is to protect our reputation and goodwill and to maintain uniform standards under the marks and the Another Side Tours System. You must operate your Another Side Tours Business in accordance with the standards, methods, policies, and procedures in the Operations Manual. The table of contents of the Operations Manual is Exhibit E to this disclosure document.

## **Advertising and Promotion**

Generally, you must use only such marketing materials (including any print, radio, television, electronic, or other media forms that may become available in the future) as we furnish, approve or make available, and the materials must be used only in a manner that we prescribe. Any promotional activities you conduct with respect to your Another Side Tour Business are subject to our approval. (Franchise Agreement, Sections 9)

We currently require you to only use the One Tour At A Time, LLC centralized online advertising program, which is administered through One Tour At A Time, LLC. This program is covered through Search Engine Marketing Fee (Franchise Agreement, Section 7.)

## **Internet and Social Media**

We may require you, at your expense, to participate in our website, on our Internet, intranet system or extranet system, third party social media sites or other online communications as we may require. We have the right to determine the content and use of the website and intranet or extranet system, social media sites or other online communications and will establish the rules under which Another Side Tours Businesses may or must participate or are prohibited or restricted from participating. Such rules and/or policies shall be set out from time to time in the Electronic Operations Manual or otherwise communicated to you in writing from time to time. You may not separately register any domain name containing any of our marks, participate in any website that markets goods and services similar to an Another Side Tours Business, or operate a website for your Another Side Tours Business that does not link to our website. We retain all rights relating to our website and intranet system and may alter or terminate the website, extranet system or intranet system. (Franchise Agreement, Section 9).

## **Brand Development Fund**

You must pay to us a monthly brand development fee of an amount representing two to three percent (2 to 3%) of Gross Sales (the “Brand Development Fees”). We or our designee will administer the Another Side Tours Brand Development Fund (the “Brand Development Fund”) as follows (Franchise Agreement, Section 9.4):

We will direct all advertising programs with sole control over the strategic direction, creative concepts, materials and media used in the programs, and the geographic, market and media placement and allocation of advertising. You acknowledge that the Brand Development Fund is intended to further public recognition and acceptance of the Trademarks for the benefit of the Another Side Tours System. You further acknowledge that we and our designees undertake no obligation in administering the Brand Development Fund to make expenditures for you which are equivalent or proportionate to your contributions, or to ensure that you benefit directly or proportionately from the placement of advertising or any other marketing or advertising activities, or to ensure that such advertising or marketing impacts or penetrates your market area. If we receive any promotional allowances with respect to your purchase of goods or services from vendors other than us or our affiliates, then we will be under no obligation to contribute the promotional allowances to the Brand Development Fund. The Brand Development Fund is not a trust and neither we nor our affiliates are a fiduciary with respect to the Brand Development Fund.

The Brand Development Fund may, but is not required to, be used to meet all costs of administering, directing, preparing, placing and paying for sales, advertising and marketing initiatives or programs on a national, regional, or local basis. We may use Brand Development Fund contributions in our sole discretion for the cost of developing, preparing, placing, distributing and conducting television, radio, magazine, newspaper or other advertising campaigns, public relations activities, engaging in telemarketing/Internet activities, Search Engine Optimization on the Internet, establishing, maintaining, updating and upgrading one or more Web sites, obtaining sponsorships and endorsements, brand research and development and new marketing initiatives. Advertising and promotional materials developed with Brand Development Fund contributions may be either created in-house by our marketing department, or we may retain the services of a national or regional advertising agency. The Brand Development Fund will not be used to defray any of our general operating expenses, except for reasonable salaries, administrative costs and overhead we may incur in activities related to the administration of the Brand Development Fund and its programs, including preparing advertising and marketing materials and collecting and accounting for contributions to the Brand Development Fund; the cost of employing advertising agencies and/or in-house marketing support; paying interest on monies borrowed by the Brand Development Fund from third parties unaffiliated with us; providing customer service comment cards to you and other Another Side Tours franchisees; and, sponsoring sporting, charitable or other special promotional events, if we choose to do so at our sole discretion.

We expect to expend most contributions to the Brand Development Fund for brand research and development and marketing initiatives during the fiscal year when the contributions are made. If we expend less than the total sum available in the Brand Development Fund during any fiscal year, then we may expend the unused sum during the following fiscal year. If we expend an amount greater than the amount available in the Brand Development Fund in any fiscal year (not including any sum required to be expended because we did not expend all the sums in the Brand Development Fund during the preceding year), we will be entitled to reimburse ourselves from the Brand Development Fund during the next fiscal year for all excess expenditures made during the preceding fiscal year. No money will be spent by the Brand Development Fund to primarily solicit new franchisees. Some media placements may advertise that franchises are available to be purchased, but it will be done in conjunction with the program of the Another Side Tours brand.

Although the Brand Development Fund is intended to be of perpetual duration, we maintain the right to terminate the Brand Development Fund at any time. We will not terminate the Brand Development Fund, however, until it has expended all money in the Brand Development Fund for marketing, advertising and promotional purposes.

The Brand Development Fund is not audited. The Franchisor will provide an annual accounting of the fund to Franchisees upon request.

The Another Side Tours locations owned and operated by our Corporate Entities participate equally with franchisees in contributing to the Brand Development Fund.

There is no current estimate on use of Brand Development Fund monies because it did not exist last year. We do not use any Brand Development Fund monies to solicit new franchise sales.

### **Cooperatives**

We do not have advertising cooperatives and, as of the date of this disclosure document, do not intend to establish any.

### **Grand Opening Advertising**

You must spend at least \$4,000 or up to \$8,000 at the Franchisor's discretion on grand opening marketing and promotion as directed in the Electronic Operations Manual. (Franchise Agreement, Section 7.E.)

### **Advertising Council/Advisory Committee**

As of the date of this disclosure document, there is no advertising council composed of Another Side Tours franchisees.

### **Computer Requirements**

You will be required to have computer hardware and software that is compatible with the computer system and software that we use. This includes a laptop or desktop computer, a high-speed Internet connection and the credit or debit card processing we designate. The computer software package currently in use at Another Side Tours Business includes [get from Ken.] Additional hardware and software may be required in the future, at your expense, as determined by us in our sole discretion. The estimated initial cost of purchasing your computer hardware and software is \$3,000 to \$5,000, which includes installation and set-up fees. This cost may change from time to time based on our computer hardware and software requirements. There may be costs associated with updates to the computer hardware and software.

The computer software package developed for use in a Another Side Tours business may include proprietary software. You may be required to license the proprietary software from us, or a third party and you also may be required to pay fees for the credit or debit card processing. All right, title and interest in the software will remain with the licensor of the software. In the event that you use or download any unauthorized software, you shall be liable for all damages and problems caused by the unauthorized software, in addition to the other remedies provided under your Franchise Agreement. You will comply with all applicable privacy laws, and acknowledge and agree that we will have full, complete and unlimited access to the computer system for your Another Side Tours Business, including all information and data entered, produced and recorded by the computer system, which right of access shall include the right to enter your Another Side Tours Business and make a copy of such information or data and the right to access your computer system remotely. There are no contractual limitations on our right to access information in your Another Side Tours computer system. You must always maintain the ability to receive and transmit communications from and to us over the Internet. You must always have Internet access with a form of high-speed connection as we require, and you must use and maintain the email account provided by us for Your Another Side Tours Business. Computer maintenance is expected to be \$1,000 per year. Computer hardware may need to be updated every 3 to 5 years.

We reserve the right to require franchisees, at their expense, to install and maintain additional hardware and software, including software that will interface with our computer system over the Internet. We have no obligation to provide ongoing maintenance, repairs, upgrades or updates.

### **Phone Requirements**

You will be required to have a smart phone that is specifically dedicated to the Another Side Tours Business. It must have texting, calling and an unlimited data plan. Carrier can be chosen based on the best available service in the Authorized Territory. One Tour At A Time, LLC recommends an Apple iPhone brand device, however this is not required.

### **Typical Length of Time Before Operation**

The typical length of time between the signing of the Franchise Agreement and the opening of a Another Side Tours Business is forty-five (45) days. Franchisees must successfully complete training within thirty (30) days of the execution of the Franchise Agreement. You are expected to begin operations within forty-five (45) days from the signing of your Franchise Agreement. If the Franchisee has completed training prior to thirty (30) days, they will be required to open earlier. Factors affecting this length of time usually include obtaining a vehicle and permits, financing arrangements, completing training, local ordinance compliance questions and delivery/installation of equipment, materials, products and signs.

### **Training**

An important part of becoming part of the Another Side Tours Business is participating in the initial training program. New franchisees are expected to complete the initial training program within 30 days of executing the Franchise Agreement.

The initial training program will occur in Las Vegas, Nevada, at our Training Center although we may designate an alternate location. Initial training is approximately 40 hours over 5 days in person. The Franchise owner and the Operating Principal are required to attend the training. Kenneth Lippman will be the head trainer, and he has 17 years of experience in the relevant industry.

Additionally, pre-training materials will be provided either on-line or physical, which will provide you with an introduction and basic information about the company, its culture, the Another Side Tours concept, and basic expectations. This is expected to take approximately 20 hours to complete. It may include software tutorials.

<b>Subject</b>	<b>Classroom Hours</b>	<b>On The Job Hours</b>	<b>Location</b>
History/Philosophy of Another Side Tours	.25	0	Training Center/In Field
Franchise Reporting, Responsibilities to the Franchisor, and Services of the Franchisor Organization	.5	0	Training Center/In Field
Use of the Manual	.25	0	Training Center/In Field
Pre-Opening Procedures	2	0	Training Center/In Field
Marketing and Promotion	3	0	Training Center/In Field
Human Resources	1	0	Training Center/In Field
Daily Operating Procedures	3	4	Training Center/In Field
Tour Procedures	4	16	Training Center/In Field

Subject	Classroom Hours	On The Job Hours	Location
Managing Your Business	2	4	Training Center/In Field
<b>Totals</b>	15	25	

The Franchisor does not charge a fee for training the first two trainees. The Franchisee is responsible for other expenses related to training including travel, lodging and food which is expected to be approximately \$2,000 to \$2,500 for two people. This does not include wages that may be payable to a trainee. Franchisor does charge a training fee for each additional trainee in the amount of \$1,000.

### **Ongoing Training**

We may require you, or you may request to attend additional training programs at locations designated by us, which may be required for your employees. We will determine the duration, curriculum and location of these programs. You will be responsible for all costs and expenses associated with the training, including training fees, per hour and all travel, meals and lodging costs and compensation of, including workers' compensation insurance, for your attendees.

Our training programs may also be conducted by other senior personnel as well as outside consultants, whose services we may retain for specific training courses. No other formal training staff is maintained at present.

## ITEM 12 TERRITORY

Territory will be negotiated for each Franchise Agreement based on the number and popularity of local attractions and other factors in the territory. A map and description of the protected area will be attached as an exhibit to the Franchise Agreement. The Authorized Territory will generally have a minimum population of 100,000.

The Franchise Agreement grants you the right to operate your Another Side Tours Business within an Authorized Territory, but not an exclusive territory. You may face competition from other channels of distribution or competitive brands that we control.

You will use our website and intranet or extranet site. You may not maintain a separate World Wide Web page or otherwise maintain a presence or advertise your Another Side Tours Business on the Internet or any other public computer network or social media site except as required, sponsored, placed or approved in writing by us.

The Tour Activities you conduct must be approved by us, in our sole discretion, and you may not conduct Tour Activities at any location whether specified by us or not, rent-a-guide services, other special events or venues that are capable of hosting tours of the type authorized by us that we or other franchisees have, prior to the date of your Franchise Agreement, scheduled Tour Activities with in your Authorized Territory. You will have the right to pick-up and drop-off customers and offer tour activities in and from your Authorized Territory, excluding any Overlap Area.

In order to retain your protected Authorized Territory, you will be required to meet a minimum sales quota. The minimum performance requirements are as follows:

Year 1: Minimum Monthly Revenue: None

Year 2: \$12,500 per month

Year 3: \$25,000 per month

Year 4: \$40,000 per month

Year 5 and beyond: \$60,000 per month

During the franchise term we may, without compensation to you:

1. Sell (or authorize others to sell) services authorized for Another Side Tours Businesses, using trade names, Trademarks, service Trademarks and commercial symbols other than the Trademarks (as defined in the Franchise Agreement.)
2. Operate and grant to others the right to operate Another Side Tours Businesses that are located in any other territory.
3. Sell (or authorize others to sell) services other than the Services, including but not limited to, consulting services, using the Trademarks within or outside of the Territory with no compensation to you. Except with our prior written approval and as provided for specifically in this Agreement, the license granted to you does not provide you with any right to any right to exclude, control or impose conditions on our development of future franchised or company owned Another Side Tours business at any time or at any location.
4. Purchase or acquire, through merger, acquisition or otherwise, mobile entertainment tour businesses, companies or franchisors which own or franchise mobile entertainment tour businesses, operating under the Trademarks, whether such businesses are located within or outside of your Authorized Territory.
5. Market, promote or sell services relating to or competitive with the Business through other channels of distribution, including without limitation, through the Internet or worldwide web, through smart phone or other digital applications, mail order or catalogs, through telemarketing or other direct marketing or through any other form of distribution channel or method from and at any location, even in the Territory, using the Trademarks or under trade names, Trademarks or service Trademarks other than the Trademarks.
6. Be acquired (regardless of the form of transaction) by another tour business or other business, even if such business operates and/or franchises competitive businesses within the Territory.

We retain all rights that are not expressly granted to you under the Franchise Agreement. Furthermore, we may, among other things, on any terms and conditions we deem advisable, without compensation to you or any franchisee, and without granting you any rights therein establish and/or license others to establish franchised or company owned Another Side Tours businesses at any location outside your Authorized Territory under any terms and conditions we deem appropriate, regardless of the proximity to your Authorized Territory or the actual or threatened impact on sales within your Authorized Territory

#### ITEM 13 TRADEMARKS

We grant you a nontransferable, non-exclusive license to use the Another Side Tours trade name and service mark and other marks. You must follow our rules when you use the marks. You cannot use the marks as part of a corporate name or with modifying words, designs, or symbols except for those which we license to you. You may not use the marks in any manner that we have not authorized in writing.

Another Side Tours, Inc. has registered the following trademark on the Principal Register of the U.S. Patent and Trademark Office.

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Date</b>	<b>International Class</b>
Another Side Tours	98120121	October 1, 2024	41

If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Another Side Tours, Inc. has granted us the right to use the Marks in connection with the franchising of ANOTHER SIDE TOURS franchise businesses and the operation of company or affiliate-owned businesses. Another Side Tours, Inc.’s agreement with us is perpetual unless otherwise terminated by mutual agreement. There are no other agreements currently in effect which significantly limit our rights to use or license the use of the Proprietary Marks in any manner material to the franchise.

There are no presently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor any pending infringement, opposition or cancellation proceedings, and no pending material litigation involving any of the Marks which is relevant to their ownership, use, or licensing. There are no currently effective agreements that that significant affect our right to use or license the use of the trademarks listed in this section in a manner material to the franchise. We are not aware of any superior prior rights or infringing use that could materially affect a franchisee’s use of the Marks in any state.

You may use only the Marks that we designate, must use them only in the manner that we authorize and permit, and must use them with the symbols, “©,” “™,” or “SM,” as appropriate. You may use the Marks only for the operation and promotion of the Franchised Business, and only in the manner we prescribe. You may not contest ownership or validity of the Marks or any registration of the Marks, or our right to use or to sublicense the use of the Marks. You must sign all documents that we require in order to protect the Marks and to maintain their validity and enforceability.

You may not use the Marks or any part of the Marks in your corporate name and may not use them to incur any obligation or indebtedness on our behalf.

You may not use the Marks or any part or derivative of the Marks on the Internet, except as expressly permitted in writing. This prohibition includes use of the Marks or any derivative of the Marks as part of any URL or domain name, as well as their registration as part of any username on any gaming website or social networking website (such as FACEBOOK, INSTAGRAM, or X),

whether or not such social media platform is used for commercial gain, or as part of any unauthorized email address.

You must promptly notify us of any suspected unauthorized use of, or any challenge to the validity of the Marks or Copyrighted Works (defined below in Item 14), or any challenge to our ownership of, or license to use and to license others to use, or your right to use, the Marks or Copyrighted Works. We have the right to direct and control any administrative proceeding or litigation, or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement of the proceeding. We have the right to take action against third parties for infringement of our Marks or Copyrighted Works. We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks or Copyrighted Works. If we determine that you have used the Marks and Copyrighted Works according to the terms of the franchise agreement, we will pay the cost of the defense, including the cost of any judgment or settlement. If we determine that you have not used the Marks or Copyrighted Works according to the terms of the franchise agreement, you must pay the cost of the defense, including the cost of any judgment or settlement. In the event a lawsuit relating to your use of the Marks or Copyrighted Works, you must sign all documents that we require and do all things that we consider necessary to carry out the defense or prosecution, which may include becoming a nominal party to the action. Unless the action is the result of your use of the Marks or Copyrighted Works in a manner inconsistent with the terms of the franchise agreement, we may reimburse you for your associated costs.

We have the right to designate new, modified and/or replacement Marks, and to require you to use them in addition to or in lieu of any previously designated Marks. You must comply with the directive, at your expense, within 60 days following your receipt of written notice of the change.

#### ITEM 14

#### PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We will provide you with access to each of our publications, which contain our general operating procedures (the “Electronic Operations Manual”). The Electronic Operations Manual is confidential and remain our property. We will modify the Electronic Operations Manual, but the modifications will not alter your status and rights under the Franchise Agreement. The tables of contents for the Electronic Operations Manual are included in Exhibit E to this disclosure document. You must also promptly tell us when you learn about unauthorized use of this proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate.

Your Franchise Agreement does not require us to protect these copyrights or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving these copyrights. You must keep your login information confidential and only allow access to the Confidential Electronic Operations Manual to those employees requiring access for the proper operation of the business. Upon the expiration or termination of your franchise, your login information will be immediately deactivated. We reserve the right to change your login information at any time or to require you to change login information randomly or in intervals in our sole and absolute discretion.

There are currently no effective determinations of the Copyright Office or any court regarding any of the copyrighted materials. No agreements are in effect which significantly limit our right to use or license the copyrighted materials. Finally, we are not aware of infringing uses that could materially affect a franchisee’s use of the copyrighted materials in any state.

The Franchise Agreement does not require us to protect or defend copyrights or confidential information, although we intend to do so when it is in our best interest.

You must not use in advertising or any other form of promotion, our copyrighted materials, trademarks, service marks or commercial symbols without the appropriate notices, which may be required by law or us including any and all registration notices.

You must treat the Electronic Operations Manual, any other manuals created for or accepted for use in the operation of your Another Side Tours Business, and the information contained in them, as confidential, and you must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, or otherwise make them available to any unauthorized person. The Electronic Operations Manual, which is loaned to you for use, will remain our sole property and must be kept in a secure place at the Another Side Tours Business. If electronically provided, you must not divulge your username or password to anyone without out prior written consent.

We may revise the contents of the Electronic Operations Manual at any time and as we deem necessary or appropriate. We will notify you of revisions in writing. You must comply with each new or changed standard immediately upon notification. You must ensure that the Electronic Operations Manual is always kept current. In the event of any disputes as to the contents of the Electronic Operations Manual, the terms of the master copy maintained by us at our home office will be controlling.

We will disclose to you certain confidential or proprietary information and trade secrets. Except as is necessary for the operation of your Another Side Tours Business and as we approve, you may not, during the term or at any time after the expiration or termination of the Franchise Agreement, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the services, advertising, marketing, designs, plans, or methods of operation of your Another Side Tours Business or the Another Side Tours System. You may disclose to your employees only that confidential, proprietary or trade secret information as is necessary to operate the business and then only while the Franchise Agreement is in effect. Any and all information, or knowledge, including, materials, equipment, marketing, and other data, which we designate as secret or confidential, will be deemed secret and confidential for purposes of the Franchise Agreement.

At our request, you must require your manager, and any personnel having access to any of our confidential information to execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by you at your Another Side Tours Business. The covenants must be in a form satisfactory to us, including, specific identification of us as a third-party beneficiary of the covenants, with the independent right to enforce them.

We also consider our trade dress (i.e., elements of the Another Side Tours method and style of doing business) inherently and uniquely distinctive and protectable under applicable Federal and State law.

We do not presently own any patents.

Should you or anyone affiliated with you develop any discoveries, ideas, modification or additions related to the operation of Another Side Tours Businesses, you shall immediately advise us of such discovery or idea in writing. We may authorize the use and/or dissemination of such discovery or idea, and you agree not to implement the discovery of idea until authorized to do so by us. All such discoveries and ideas developed or used in connection with any Another Side Tours Business and/or the Another Side Tours System are our property, regardless of whether developed by us, you, or otherwise. No compensation is due to you on account of any such discovery or idea.

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

You are obligated to personally and directly supervise the operation of your Another Side Tours Business unless otherwise permitted in writing by us. You are required to devote the amount of your time, attention and best efforts to the performance of your duties under the Franchise Agreement that is necessary for the proper and effective operation of your Another Side Tours Business.

If you are an individual, you shall serve as the Manager for your Another Side Tours Business or may designate a Operating Principal who has Twenty Percent (20%) equity in the Franchise who shall be responsible for the operations of the Another Side Tours Business when you are not available. The Another Side Tours Business shall always be under the direct, on-site or remote supervision of you or your Manager that has successfully completed our Initial Training Program.

You shall inform us in writing as to the identity of your Manager and any successor Managers. Your Manager will have day-to-day management responsibility for the Another Side Tours Business, exercise on-premises supervision, and personally participate in the direct operation of the Another Side Tours Business. Each Manager must complete to our satisfaction our Initial Training Program.

Each Manager shall be required to sign a Confidentiality/Non-Competition Agreement provided by us and may divulge only Confidential Information necessary to operate the Another Side Tours Business, and only to those of your employees, agents or independent contractors who need access to it for this purpose. You are obligated to take all necessary precautions to ensure that all your employees retain the Confidential Information in confidence. Your Manager is not required to have any equity interest in your Business.

If you are a corporation, limited liability company, partnership, limited partnership or any other type of legal entity formed in compliance with applicable law (“Business Entity”), then all owners of the Business Entity must sign an agreement under which all owners agree to be jointly and severally liable for all the obligations to us under the Franchise Agreement, and to be bound by all the terms, conditions and covenants of the Franchise Agreement. (Schedule E to Franchise Agreement).

#### ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISE MAY SELL

You must confine your business to the operation of a Another Side Tours Business. You may not conduct any other business or activity at or from your Another Side Tours Business. You may identify your Another Side Tours Business only by the trade name and service mark “Another Side Tours.” You must offer all the products and services that we prescribe, and we may change the products and

services from time to time at our discretion. You may not offer or sell any product or service from your Another Side Tours Business except those we authorize.

We do not impose any other restrictions in the Franchise Agreement or otherwise on the goods or services that you may offer or sell or on the customers to whom you may offer or sell.

ITEM 17  
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Franchise Agreement (“FA”) Section 3.1	Initial term is for seven (7) years.
b.	Renewal or extension of the term	FA Section 3.2	You may renew your license for a term of five (5) years.
c.	Requirements for franchisee to renew or extend	FA Section 3.2	(i) you have given us written notice of your decision to renew at least six (6) months but not more than twelve (12) months prior to the end of the expiring term or the renewal period, as the case may be; (ii) you sign our then-current form of franchise agreement, the terms of which may differ from this Agreement, including higher fees, as well as sign all our other then-current accessory agreements, such as a Personal Guarantee Agreement; (iii) you have updated the Another Side Tours concept and trademarks and you perform any further items of modernization and/or replacement to the vehicles, hardware, software and publicity as may be necessary for your Another Side Tours Business to conform to the standards then applicable to new Another Side Tours Businesses; (iv) you are not in default

	Provision	Section in Franchise Agreement	Summary
			of your Franchise Agreement or any other agreement pertaining to the license granted, have satisfied all monetary and material obligations on a timely basis during the initial term or the renewal period, as the case may be, and are in good standing with us; (v) you comply with our then-current training requirements; (vii) you pay us, at least thirty (30) days prior to the end of the expiring term or the renewal period, as the case may be, a renewal fee in an amount representing fifty percent (50%) of the then current Initial Franchise Fee for new Another Side Tours franchisees; and (viii) you and the personal Guarantors execute a general release of claims in a form we prescribe.
d.	Termination by franchisee	N/A	Franchisees may terminate the agreement under any grounds permitted by state law.
e.	Termination by franchisor without cause	N/A	N/A
f.	Termination by franchisor with cause	FA Section 13.2.1	We can terminate you only if you default under your Franchise Agreement or any other agreement between you or your affiliates and us or our affiliates.
g.	“Cause” defined – curable defaults	FA Sections 13.2.1, 13.2.3 and 15.4	Except for non-curable defaults, you will have 30 days to cure any default under your Franchise Agreement, other than (i) a failure to pay amounts due or submit required reports, in which case you will have five (5) days to cure those defaults; or (ii) a health, safety or security law violation, in which case you will have 48 hours to cure. You will pay us an amount of one hundred dollars (\$100.00) per day for the duration of the default multiplied by the number of defaults.
h.	“Cause” defined – non-curable defaults	FA Sections 2.3 and 13.2.2	In the event any of the following defaults occurs, you will have no right or opportunity to cure the default and your

	Provision	Section in Franchise Agreement	Summary
			Franchise Agreement will terminate effective immediately on our issuance of a written notice of termination if you fail to open your Another Side Tours Business within the required amount of time; or (i) you make any material misrepresentation or omission in your franchise application; (ii) your voluntary abandonment of the Franchise Agreement or your Another Side Tours Business; (iii) your loss of any permits to operate your Another Side Tours Business; (iv) your failure to obtain and maintain an overall average rating of 4 Stars or better on Google, Yelp and Trip Advisor and/or your failure to maintain an overall rating of plus seventy (+70) on NPS upon the expiration of the probation period; (v) the closing of your Another Side Tours Business by any federal, state, or local authorities for health, security or public safety reasons; (vi) you hold Another Side Tours Business Activities outside the Authorized Territory or you pick-up or drop off customers outside the Authorized Territory; (vii) your failure to open and operate office services, including a call center, six (6) days a week, from 10am to 6pm, or to offer educational guided tours to the public from Thursday to Sunday, every day of the year, without our prior written approval; (viii) failure successfully complete our initial training program; (ix) any disclosure or
	h.		unauthorized use of the Confidential Information; (x) insolvency of you, an Operating Partner or a Guarantor; (xi) you, an Operating Partner or a Guarantor making an assignment or entering into any similar arrangement for the benefit of creditors; (xii) any default under this Agreement that materially impairs the goodwill associated with any of the Trademarks and/or the AST Concept; (xiii) conviction of you, any Operating Partner or a Guarantor of (or pleading

	Provision	Section in Franchise Agreement	Summary
			not guilty to) any indictable offence regardless of the nature of the charges, or any offence that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair your reputation or the goodwill of the Trademarks or the Another Side Tours Business; (xiv) intentionally understating or underreporting Net Revenues, Royalty Fees or Marketing Fees or any understatement or two percent (2%) variance on a subsequent audit within a three (3) year period; (xv), any unauthorized transfer or assignment by you; (xvi) receipt by you from us during any consecutive twelve (12) month period of three (3) or more written notices relating to a default under this Agreement, or under any other agreement between you and us, whether such notices relate to the same or different defaults and whether or not such defaults have been remedied by you; brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair your reputation or the goodwill of the Trademarks or your Another Side Tours Business; or (xvii) default by you under any other agreement between you or your affiliates and us or our affiliates.
j.	Assignment of contract by franchisor	FA Section 12.5	We have an unlimited right to assign the Franchise Agreement.
k.	“Transfer” by franchisee – defined	FA Section 12.1	Any sale, lease, pledge, management agreement, contract for deed, option agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which you turn over all or part of the daily operation of the business to a person or entity who shares in the losses or profits of the business in a manner other than as an employee will be considered a transfer for purposes of this Agreement. Any change, pledge, hypothecation or seizure of any ownership interest in you that affects the ownership of five per cent (5%) or more of

	Provision	Section in Franchise Agreement	Summary
			you shall constitute a transfer.
l.	Franchisor approval of transfer by franchisee	FA Section 12.2	We have the right to approval all transfers and assignments.
m.	Conditions for franchisor approval of transfer	12.4	(i) The assignee must meet all of our then- current requirements for the Another Side Tours franchise program we are offering at the time of the proposed transfer and sign our then-current form of franchise agreement, modified to reflect the term remaining under this Agreement; (ii) all amounts owed by you to us or your suppliers, or upon which we have any contingent liability, must be paid in full; (iii) you must have provided all required reports to us; (iv) your vehicles are clean and good repair and, if required, replaced and refreshed in accordance with our requirements; (v) all of the shareholders, directors and officers of the assignee or anyone we require, provides us with a guarantee of the assignee’s obligations under the franchise agreement and signs our then current Personal Guarantee Agreement, (vi) you, the Operating Partner and each Guarantor must sign a general release of all claims arising out of or relating to this Agreement, your Another Side Tours Business or the parties’ business relationship, in the form we designate, releasing us; (vii) the
m.			assignee must, at your or assignee’s expense, comply with our training requirements; (viii) we have the right to require you to prepare and furnish to assignee and/or us such financial reports and other data relating to your Another Side Tours Business and its operations reasonably necessary or appropriate for assignee and/or us to evaluate your Another Side Tours Business and the proposed transfer; and (ix) you must have complied with any other conditions that

	Provision	Section in Franchise Agreement	Summary
			we reasonably require from time to time as part of our transfer policies.
n.	Franchisor's right of first refusal to acquire franchisee's business	FA Section 12.4.10	We can match the offer you receive for the sale of your Another Side Tours Business.
o.	Franchisor's option to purchase franchisee's business	FA Sections 3.3 and 14.02	We have the right to purchase your Another Side Tours Business or assets upon the expiration or termination of your Franchise Agreement.
p.	Death or disability of franchisee	FA Section 16	The franchise can be transferred to a third party approved by us upon your death, disability or incapacity. Transfer conditions apply (see M above).
q.	Non- competition covenants during the term of the franchise	FA Section 15.1	You will not, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, assist, maintain, engage in, consult with or have any interest in any Competing Business (defined in Section r below) during the term of your Franchise Agreement.
r.	Non- competition covenants after the franchise are terminated or expires	FA Section 15.1	You will not, for a period of eighteen (18) months after the expiration or termination of your Franchise Agreement, regardless of the cause of termination, or within five (5) years of the sale of the Another Side Tours Business or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, assist, maintain, engage in, consult with or have any interest in a Competing Business: (i) that is situated or operates within the inner limits of the Authorized Territory; (ii) that is situated in the state in which you
r.			operated your Another Side Tours Business and that promotes Tour Activities in the Authorized Territory; (iii) that is situated in the United States and that sells franchises or licenses that promote Tour Activities in the

	Provision	Section in Franchise Agreement	Summary
			Authorized Territory and/or in the authorized territory of any other Another Side Tours business using the Trademarks; or (iv) that is situated, operates or promotes Tour Activities in the exclusive territory of any other Another Side Tours business using the Trademarks and is situated in the state in which you operate your Another Side Tours Business, whether franchised or owned by us. “Competing Business” means a business that offers any tours conducting guided tours and/or offering rent-a-guide services.
s.	Modification of the agreement	FA Section 18.2	No modification unless in writing.
t.	Integration/merger clause	FA Section 18.2	The Franchise Agreement together with all schedules and amendments constitutes the entire agreement between the parties and supersedes and replaces any and all prior negotiations, understandings, representations and agreements. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.  No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
u.	Dispute resolution by arbitration	FA Section 17.1	Before any party may bring an action against the other or commence an arbitration proceeding, the parties must first

	Provision	Section in Franchise Agreement	Summary
	or mediation		meet to mediate the dispute.
v.	Choice of forum	FA Section 17.3	All disputes shall be litigated solely in Nevada, subject to applicable state law.
w.	Choice of law	FA Section 17.2	Nevada law governs, subject to applicable state law.

ITEM 18  
PUBLIC FIGURES

Another Side Tours does not currently use any public figures to promote its 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 documents. 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.

As of December 31, 2024, our affiliates operated three ANOTHER SIDE TOURS businesses.

The following chart reflects sales for each of the three company-owned locations for 24 months ending December 31, 2024.

Gross Sales <sup>1</sup>	2024
Las Vegas	\$181,850
Los Angeles	\$435,190
San Diego	\$1,040,988

Note 1. “Gross Sales” means the total selling price of all services and products and all income of every other kind and nature related to your business, whether for cash or credit and regardless of collection in the case of credit but, does not include sales collected, proceeds from isolated sales that are not part of the products and services you offer in the operation of your business, tips or gratuities paid for the benefit of your employees, or returns to shippers or suppliers.

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

Written substantiation of the data used in preparing this information will be made available upon reasonable request.

You should make your own independent investigation to determine whether or not the franchise may be profitable to you. You should use the above information only as a reference in conducting your analysis and preparing your own projected income statements and cash flow statements. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state, and local income taxes and any other applicable taxes that you may incur in operating a Franchised Business.

Other than the preceding financial performance representation, One Tour At A Time, LLC does not make any financial performance representations. 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 Kenneth Lippman, Chief Executive Officer, One Tour At A Time, LLC, 11700 W. Charleston BLVD, #170-001 Las Vegas NV 89135, (702) 329-4111; 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<sup>1</sup></b>	<b>Outlets at the End of the Year<sup>1</sup></b>	<b>Net Change<sup>1</sup></b>
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company Owned	2022	3	3	0
	2023	3	3	0
	2024	3	3	0
Total Outlets	2022	3	3	0
	2023	3	3	0
	2024	3	3	0

Note 1. These numbers reflect licensed locations that are similar to the business that you will operate.

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

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Totals	2022	0
	2023	0
	2024	0

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

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

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

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
California	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Nevada	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Total	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3

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

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	1	0
Florida	0	1	0
Hawaii	0	1	0
Illinois	0	1	0
Minnesota	0	1	0
New York	0	1	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Tennessee	0	1	0
Washington	0	1	0
Totals	0	8	0

Attached to this disclosure document as Exhibit G is a list of our current franchisees and a list of our former franchisees, if any. No franchisee has had an outlet terminated, cancelled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks of the disclosure document issuance date.

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

No franchisees have signed confidentiality agreements during the last three years. Currently, there are no trademark specific franchisee associations.

#### ITEM 21 FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit F is our audited opening balance sheet and as of February 28, 2025, and our unaudited balance sheet as of July 17, 2025.

Our fiscal year ends on December 31. We have not been in business for three years and, therefore, cannot include all required financials statements required in this Item 21.

#### ITEM 22 CONTRACTS

Attached to this Franchise Disclosure Document are copies of the following Agreements:

- Exhibit C: Deposit Agreement
- Exhibit D: Franchise Agreement
  - Schedule A to Franchise Agreement: Data Sheet
  - Schedule D to Franchise Agreement: ACH Withdrawal Authorization
  - Schedule E to Franchise Agreement: Personal Guarantee
  - Schedule G to Franchise Agreement: Form of Franchise Compliance Certificate
- Exhibit H: Form of General Release
- Exhibit I: State Addenda

#### ITEM 23 RECEIPT

Attached as Exhibit K are detachable duplicate Receipts. Please sign and date both copies of the Receipt. Keep one signed copy of the Receipt for your file and return to us the other signed copy of the Receipt. The Receipt contains the names of our franchise sellers or brokers.

## STATE APPENDIX TO THE FRANCHISE DISCLOSURE DOCUMENT

### **FOR THE STATE OF CALIFORNIA**

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

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

Neither we nor any person identified in ITEM 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in the association or exchange.

3. ITEM 17 of the disclosure document is amended to add the following:

- The California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning transfer, termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
- The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.
- The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The following URL address is for the franchisor's website: [www@onetouratime.com](http://www@onetouratime.com).

4. FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT [WWW.DBO.CA.GOV](http://WWW.DBO.CA.GOV).

### ***FOR THE STATE OF HAWAII***

The following is added to the Cover Page:

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

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU, OR SUBFRANCHISOR, AT**

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

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

***FOR THE STATE OF ILLINOIS***

Item 17 is supplemented by the following:

Illinois law governs the Franchise Agreement and Store Development Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

***FOR THE STATE OF MINNESOTA***

Items 5 and 7 of the disclosure document is supplemented by the following:

Based on our current financial condition, as a condition to becoming registered to offer and sell franchises in the state of Minnesota, we have agreed to postpone your obligation to pay the initial franchise fees under the Franchise Agreement until we have met all of our initial pre-opening obligations and you have commenced operation of the Franchised Business.

Item 13 of the disclosure document is supplemented by the following:

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols ("Marks") or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred that you incur in the defense of your right to use the Marks, so long as you were using the Marks in the manner that we authorized, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Item 17 of the disclosure document is supplemented by the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

### **FOR THE STATE OF NEW YORK**

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

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23<sup>RD</sup> FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order or any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling

such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor nor its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of this Franchise Disclosure Document: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”.

You may terminate the agreement on any grounds available by law.

7. The following is added the end of the “Summary” section of Item 17(j), titled “**Assignment of contract by franchisor**”.

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

8. The following is added to the end of the “Summary” sections of Item 17.3, titled “**Choice of forum**”, and Item 17.2, titled “**Choice of law**”.

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

### ***FOR THE STATE OF WASHINGTON***

The following is added to the Disclosure Document for Washington residents:

#### Item 17. Additional Disclosures

RCW § 19.100.180 and court decisions may supersede the Franchise Agreement or Development Agreement in your relationship with us, including in the areas of termination and renewal of your Franchise Agreement or Development Agreement.

In the event of a conflict between the Washington Franchise Investment Protection Act and the law chosen in the Franchise Agreement or Development Agreement, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, will prevail.

A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the agreement is in effect, and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Washington Franchise Investment Protection Act, such as a right to a jury trial, may not be enforceable in Washington. Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer and are subject to state law. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. Except as noted above, execution of a general release for any other purpose is subject to state law. Franchisee may terminate the Franchise Agreement or the Development Agreement under any grounds permitted by law. Any mediation involving a franchise purchased in Washington is subject to state law.

## EXHIBIT A

|

### **California**

Commissioner of Business Oversight  
Department of Business Oversight  
320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, California 90013

### **Hawaii**

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

### **Illinois**

Office of the Attorney General  
500 South Second Street  
Springfield, Illinois 62701

### **Indiana**

Indiana Secretary of State  
Securities Division  
302 W. Washington Street., Room E-111  
Indianapolis, Indiana 46204

### **Maryland**

Maryland Securities Commissioner  
Maryland Division of Securities  
200 St. Paul Place  
Baltimore, Maryland 21202-2021

### **Michigan**

Michigan Department of Attorney General  
Consumer Protection Division  
Attn: Franchise Section  
525 West Ottawa Street  
G. Mennen Williams Bldg., 1<sup>st</sup> Floor  
Lansing, Michigan 48913

### **Minnesota**

Minnesota Commissioner of Commerce  
Minnesota Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101-2198

### **New York**

Secretary of the State of New York  
One Commerce Plaza  
99 Washington Avenue  
Albany, New York 12231

### **North Dakota**

North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol, Fifth Floor Dept 414  
Bismarck, North Dakota 58505

### **Oregon**

Division of Consumer and Business Services  
Finance and Corporate Securities  
350 Winter Street N.E.  
Labor and Industries Building, Room 21  
Salem, Oregon 97310

### **Rhode Island**

Director, Department of Business Regulation  
Securities Division  
1511 Pontiac Avenue, Bldg. 68-2  
Cranston, Rhode Island 02920

### **South Dakota**

Division of Insurance  
Securities Regulation  
124 South Euclid, Suite 104  
Pierre, South Dakota 57501

### **Virginia**

Clerk of the State Corporation Commission  
1300 East Main Street, 9<sup>th</sup> Floor  
Richmond, Virginia 23219

### **Washington**

Director of Department of Financial Institutions  
Securities Division  
150 Israel Road, S.W.  
Tumwater, Washington 98501

### **Wisconsin**

Administrator, Division of Securities  
Department of Financial Institutions  
345 West Washington Street, 4<sup>th</sup> Floor  
Madison, Wisconsin 53703

### **Texas**

Registered Agents, Inc.  
5900 Balcones Drive, Suite 100  
Austin, Texas 78731

Non-Commercial Registered Agent  
Kenneth Corey Lippman  
11700 W. Charleston BLVD, #170-001, Las Vegas, NV 89135, USA

**EXHIBIT B**  
**LIST OF STATE ADMINISTRATORS**

**California**

Department of Business Oversight  
320 West 4th Street, Suite 750  
Los Angeles, California 90013  
(866) 275-2677

**Hawaii**

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

**Illinois**

Office of Attorney General  
500 S. Second Street  
Springfield, Illinois 62701  
(217) 782-4465

**Indiana**

Franchise Section  
Securities Division  
302 W. Washington St., Room E-111  
Indianapolis, Indiana 46204  
(317) 232-6681

**Maryland**

Office of Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202  
(410) 576-7042

**Michigan**

Consumer Protection Division  
Antitrust and Franchise Unit  
Department of Attorney General  
525 W. Ottawa St.  
G. Mennen Williams Bldg., 1<sup>st</sup> Floor  
Lansing, Michigan 48913  
(517) 373-7117

**Minnesota**

Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1627

**New York**

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
212-416-8285

**North Dakota**

North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol – 5<sup>th</sup> Floor Dept. 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

**Rhode Island**

Securities Division  
Department of Business Regulation  
1511 Pontiac Avenue  
John O. Pastore Complex – Building 68-2  
Cranston, Rhode Island 02920  
(401) 462-9527

**South Dakota**

Division of Insurance  
Securities Regulation  
124 S. Euclid Ave., Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

**Virginia**

State Corporation Commission  
Division of Securities and Retail  
Franchising  
1300 Main Street, 9<sup>th</sup> Floor  
Richmond, Virginia 23218  
(804) 371-9051

**Washington**

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

**Wisconsin**

Franchise Administrator Division of  
Securities Department of Financial  
Institutions 345 West Washington Avenue  
Madison, Wisconsin 53703

EXHIBIT C  
Deposit Agreement

ONE TOUR AT A TIME DEPOSIT AGREEMENT

BETWEEN: ONE TOUR AT A TIME, LLC  
(hereinafter called « ONE TOUR»)

AND: \_\_\_\_\_, residing and domiciled  
at \_\_\_\_\_

AND: \_\_\_\_\_, residing and domiciled  
at \_\_\_\_\_  
(hereinafter individually and/or collectively called the « Potential Franchisee »)

WHEREAS, ONE TOUR has, directly or by way of its predecessors and/or related corporations, spent time, money and effort to develop the “Another Side Tours” concept;

WHEREAS, ONE TOUR operates a business that sells and commercializes franchises specialized in guided tours and events under the name « Another Side Tours »;

WHEREAS, Potential Franchisee wishes to be granted a license to operate a business specialized in guided tours and events under the name « Another Side Tours » (the « Franchise Business »);

WHEREAS, Potential Franchisee has already received a copy of the Another Side Tours Franchise Agreement;

WHEREAS, Potential Franchisee has already signed a Confidentiality Agreement with ONE TOUR, which agreement remains in full force and effect according to its terms;

WHEREAS, Potential Franchisee and ONE TOUR wish to agree upon the conditions of the granting of a Another Side Tours franchise to Potential Franchisee; and

CONSEQUENTLY, the parties hereof agree as follows:

PREAMBLE

The preamble forms an integral part of this Deposit Agreement (“Agreement”) to reflect the intention of the parties hereto.

ANOTHER SIDE TOURS FRANCHISE

Potential Franchisee offers to purchase from ONE TOUR a license to obtain a Another Side Tours franchise to operate a business specialized in guided tours and events under the name « Another Side Tours » according to the following terms and conditions.

AUTHORIZED TERRITORY

The franchise that Potential Franchisee wishes to obtain is for a territory that Potential Franchisee and ONE TOUR will agree upon within thirty (30) days of the signature hereof. The Authorized Territory (as defined in the Franchise Agreement) is to be situated in the City described as follows:

#### NATURE OF ACTIVITIES

The nature of the activities of the franchise consists of a business specialized in guided tours and other special events for sale to the public under the name « Another Side Tours » operated in a way similar to other Another Side Tours businesses operated by ONE TOUR and/or its affiliated corporations.

#### TERM

The Franchise Agreement will have an initial term of seven (7) years and may be extended for two (2) additional periods of seven (7) years, subject to certain terms and conditions stated in the Franchise Agreement.

#### DEPOSIT

At the time of the execution of this Agreement, and in order to cover the costs and expenses that ONE TOUR will incur to examine this Agreement, review Franchisee's background, and to discuss the modalities of the new franchise, including the choice of territory and related services, Potential Franchisee shall pay to ONE TOUR an amount of Three Thousand Eight Hundred and 00/100 Dollars (\$3,800.00) plus the applicable taxes, which deposit shall be utilized as provided for in the following section. This amount will be applied to the Initial Franchise Fee if ONE TOUR accepts Potential Franchisee's application and Potential Franchisee purchases a Another Side Tours franchise.

#### USE OF DEPOSIT

It is specifically understood and agreed between Potential Franchisee and ONE TOUR that part of the deposit, an amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), shall not be reimbursed to Potential Franchisee for any reason whatsoever and that this amount is considered as completely earned by ONE TOUR upon its payment.

Subject to the requirements further described below, ONE TOUR shall remit to Potential Franchisee the balance of the deposit in the amount of Two Thousand Three Hundred and 00/100 dollars (\$2,300.00) if any of the following should occur:

- (i) Potential Franchisee decides not to purchase a ONE TOUR franchise within seven (7) days of the signing of this Agreement by giving written notice thereof to ONE TOUR; or
- (i) Potential Franchisee fails to obtain financing for the purchase of a ONE TOUR franchise.

In any and all other instances, including, without limiting the foregoing, if Potential Franchisee fails, for any reason whatsoever, to sign the Franchise Agreement when requested or as required by ONE TOUR, then ONE TOUR shall retain, to compensate it for its investment of time and money, the balance of the deposit. It is understood and agreed that ONE TOUR shall have the full right to retain the balance of the deposit amount.

Notwithstanding any provision of this Agreement, any amount due to Potential Franchisee by ONE TOUR relating to the aforementioned deposit will be remitted to Potential Franchisee only if and when it has returned to ONE TOUR all originals and copies of all the documents provided to it by ONE TOUR (including the Franchise Disclosure Document). Potential Franchisee also represents and acknowledges under this Agreement and thereafter that it will not retain any document provided by ONE TOUR.

#### FRANCHISE AGREEMENT

Potential Franchisee declares and agrees to sign the Franchise Agreement according to the terms and conditions negotiated and discussed with ONE TOUR within thirty (30) days of Potential Franchisee

receiving the Franchise Agreement. Potential Franchisee recognizes that the Franchised Business may not be opened or operated unless and until it signs the Franchise Agreement.

#### DECLARATION

Potential Franchisee recognizes that ONE TOUR recommended that Potential Franchisee consult with an independent professional advisor so Potential Franchisee can properly understand and be in a position to appreciate the nature and importance of the covenants that Potential Franchisee has and shall be called upon to contract with ONE TOUR or with respect to the Franchised Business.

#### DELAYS

Time is of the essence with respect to the covenants and obligations of Potential Franchisee under this Agreement. The mere lapse of time to accomplish any obligation under this Agreement shall constitute Potential Franchisee in default, without the necessity for notice or demand.

#### NOTICES

All notices, demands, claims, documents or communication that a party must or can give or remit to the other party under this agreement, must be given in writing and remitted to the other party in person, sent by certified mail, priority post or by e-mail.

#### PERSONAL GUARANTEE

By executing this Agreement, Potential Franchisee represents and warranties to ONE TOUR that all directors, officers and shareholders of the eventual Another Side Tours franchise (the latter having to be a corporation) shall sign a personal guarantee to secure all and every obligation of the eventual franchise under the Franchise Agreement. Any failure by any of these persons to sign the personal guarantee shall constitute a refusal by Potential Franchisee to sign the Franchise Agreement.

#### APPLICABLE LAW

This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada. Nothing in this Section is intended, or will be deemed, to make any Nevada law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable. To the extent any dispute cannot be resolved directly between ONE TOUR and Potential Franchisee, Potential Franchisee must file any suit against ONE TOUR only in the federal or state court having jurisdiction where ONE TOUR's principal offices are located at the time suit is filed. ONE TOUR may file suit in the federal or state court located in the jurisdiction where its principal offices are located at the time suit is filed or in the jurisdiction where Potential Franchisee resides or does business or where the claim arose. Potential Franchisee consents to the personal jurisdiction of those courts over it and to venue in those courts.

#### NEGOTIATION, COMPREHENSION AND EXPLANATIONS

Potential Franchisee recognizes and declares that ONE TOUR advised it that, in the event it has any difficulty understanding any of the obligations contained in this Agreement or in the Franchise Agreement or any other obligation that it may incur towards ONE TOUR, it should immediately advise ONE TOUR so that the latter can provide Potential Franchisee with all reasonable and sufficient explanations in order for it to understand, upon or before the signature of the franchise agreement.

Potential Franchisee also agrees and recognizes that ONE TOUR advised it that the obligations and duties set forth in the Franchise Agreement are not negotiable.

#### NO OBLIGATION FOR THE FRANCHISOR

By signing below and depositing or cashing the above-noted deposit, ONE TOUR does not accept nor assume any obligation, of any nature whatsoever, to grant Potential Franchisee a franchise or enter into a Franchise Agreement. Franchisor shall have the right, at all times, to put an end to any ongoing discussions and negotiations until the execution of the Franchise Agreement by reimbursing Potential Franchisee the total amount of the deposit mentioned in Section 6 above and, upon reimbursing the aforementioned amount, ONE TOUR will be released from any responsibility of any nature whatsoever towards Potential Franchisee.

SIGNED IN \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 20\_\_.  
ONE TOUR AT A TIME, LLC

By: \_\_\_\_\_  
Kenneth C. Lippman, Owner and Operator

SIGNED IN \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
POTENTIAL FRANCHISEE

DEPOSIT RECEIPT

The undersigned, ONE TOUR AT A TIME, LLC, acknowledges having received the present Deposit Agreement signed by the Potential Franchisee according to its terms and conditions as well as the deposit mentioned in Section 6 of this Deposit Agreement.

SIGNED IN \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 20\_\_.  
ONE TOUR AT A TIME, LLC

By: \_\_\_\_\_  
Kenneth C. Lippman, Owner and Operator

EXHIBIT D  
Franchise Agreement

Table of Contents

1. PREAMBLES .....3  
2. GRANT OF FRANCHISE .....3  
3. FRANCHISE RIGHTS .....4  
4. TERM .....5  
5. DEVELOPMENT PROCEDURES .....6  
6. LAUNCHING YOUR ANOTHER SIDE TOURS BUSINESS .....8  
7. FEES .....9  
8. RECORDKEEPING AND REPORTS .....11  
9. BRAND DEVELOPMENT AND MARKETING .....12  
10. MANUAL .....15  
11. TRAINING AND ASSISTANCE .....16  
12. SYSTEM STANDARDS .....17  
13. MARKS .....23  
14. YOUR ORGANIZATIONAL STRUCTURE .....24  
15. TRANSFER BY US .....26  
16. TRANSFER BY YOU .....26  
17. GENERAL RELEASE .....29  
18. COVENANTS .....30  
19. TERMINATION .....32  
20. OBLIGATIONS UPON TERMINATION OR EXPIRATION .....34  
21. OUR OPTION TO PURCHASE CERTAIN ASSETS OF YOUR FRANCHISE BUSINESS .....36  
22. RELATIONSHIP OF THE PARTIES .....37  
23. INDEMNIFICATION .....37  
24. SEVERABILITY AND CONSTRUCTION .....38  
25. CONSENTS, APPROVALS AND WAIVERS .....39  
26. ENTIRE AGREEMENT .....39  
27. ENFORCEMENT .....40  
28. MISCELLANEOUS .....41  
29. NOTICES AND PAYMENTS .....42  
30. ACKNOWLEDGMENTS .....42

EXHIBITS TO FRANCHISE AGREEMENT

EXHIBIT 1- FRANCHISE INFORMATION

EXHIBIT 2- FORM OF COLLATERAL ASSIGNMENT OF LEASE

EXHIBIT 3- AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS

EXHIBIT 4- LISTING OF OWNERSHIP INTERESTS

EXHIBIT 5- AGREEMENT TO BE BOUND AND TO  
EXHIBIT 6- GUARANTEE



By signing below, each of the parties attests to the accuracy of the information contained in these Summary Pages and agrees to and intends to be legally bound by the terms and provisions of the ONE TOUR AT A TIME, LLC Franchise Agreement attached to these Summary Pages, effective on the Effective Date set forth above.

**FRANCHISOR:**  
One Tour At A Time, LLC  
a Nevada corporation

**FRANCHISEE:**

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

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

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

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

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

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

## ONE TOUR AT A TIME FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between One Tour At A Time, LLC, a Nevada limited liability company (“One Tour At A Time,” “Franchisor,” “we,” “us,” or “our”), and \_\_\_\_\_, a \_\_\_\_\_ (“you” or “your” or “Franchisee”).

### 1. PREAMBLES

A. We and our affiliates have invested considerable time, effort, and money to develop a unique system (“System”) for the operation of a tour business under the name “Another Side Tours” which offers entertainment and tourism experiences using passenger vehicles, walking, and personal transport devices (the “Primary Assets” or “Equipment”) and other tourism-related equipment, programming, products, and services (each an “Another Side Tours Business” and collectively “Another Side Tours Businesses”).

B. The distinguishing characteristics of the System include, without limitation, the trademarks, tradenames, territory protection, operating handbooks and manuals, website, booking software, training, marketing systems, human resources guides, repair and maintenance schedules, customer service system, which we may change, improve and further develop from time to time.

C. We identify the System by the “Another Side Tours” names and marks and certain other names, marks, logos, insignias, slogans, emblems, symbols and designs (collectively, “Marks”), which we have designated, or may in the future designate, for use with the System. The Marks are owned by our affiliate, Another Side Tours, Inc., a California corporation, and licensed to us for use by the System.

D. You would like to obtain a license to use the System and the Marks and to operate a franchised Another Side Tours Business within the Protected Area and Operating Area described on Exhibit 1 hereto, subject to the terms and conditions of this Agreement and in strict compliance with the high and uniform standards of quality, operations and service established by us for the System (“System Standards”).

E. You acknowledge the importance of the System Standards and the necessity of developing and operating your Another Side Tours Business in strict conformity with this Agreement, the System Standards and the Another Side Tours Operations Manual (the “Operations Manual” or “Manual”).

F. We are willing to grant to you the opportunity to develop and operate an Another Side Tours Business in the Operating Area, subject to the terms and conditions of this Agreement.

### 2. GRANT OF FRANCHISE

A. Grant. Subject to the terms of this Agreement, we grant to you an Authorized Territory (See Exhibit 1) and a license (“Franchise”) to operate an Another Side Tours Business at a location within an Operating Area (See Exhibit 1) using the System and Marks in a manner consistent with and subject to terms and conditions of this Agreement. If you have not identified and received our approval of the Protected Area or Operating Area before you sign this Agreement, the Protected Area and/or Operating Area will be identified and included on Exhibit 1 as described in Section 3.A.

B. Relocation. You may not operate your Another Side Tours Business outside the Operating Area and you may not relocate your Another Side Tours Business outside of the Operating Area without our prior written consent, which may be withheld by us in our sole discretion.

C. **Forms of Agreement.** Over time, we have entered and will continue to enter into agreements with other franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that we and other franchisees may have different rights and obligations does not affect the duties of the parties to this Agreement to comply with the terms of this Agreement.

D. **Best Efforts.** You agree at all times to perform your obligations under this Agreement faithfully, honestly, and diligently, to use your best efforts to promote your Another Side Tours Business and the System, and to operate your Another Side Tours Business in accordance with our System Standards.

E. **Owner Participation.**

### 3. FRANCHISE RIGHTS

A. **Your Protected Area.** Except as limited by Section 3.C below, and provided that you are in full compliance with this Agreement, we and our affiliates will not operate, or license others to operate the same Another Side Tours Business in your Protected Area during the Term of this Agreement. The Protected Area granted to you will be a geographic area (such as a city, county, or state) in which you operate (the “**Protected Area**”). Notwithstanding the Protected Area defined above, in certain high density population areas (“**High- Density Areas**”), the Protected Area will be limited by population in which your Another Side Tours Business operates. Currently, we consider New York City (including boroughs), Orange County (CA), and Chicago to be High Density Areas.

### 4. TERM

A. **Initial Term.** The initial term of this Agreement (“**Initial Term**”) and the Franchise granted by this Agreement will begin on the Effective Date and expire at midnight on the day preceding the seventh (7<sup>th</sup>) anniversary of the date your Another Side Tours Business first opens for business, unless this Agreement is terminated at an earlier date pursuant to Section 19. We will complete and forward to you a notice to memorialize the date your Another Side Tours Business first opened for business. The Initial Term and Successor Term(s) may be collectively referred to as the “**Term**.”

B. **Successor Franchise Agreement.** When this Agreement (and the first Successor Term) expires, you will have the option to request the right to remain a franchisee in the Protected Area for one (1) successor terms of five (5) years (each a “**Successor Term**”). The qualifications and conditions for the Successor Term are described below:

(1) You must give us written notice of your election to remain a franchisee at the Another Side Tours Business not less than six (6) months, nor more than twelve (12) months, before the end of the Initial Term or Successor Term.

(2) You must pay us a successor franchise fee of ten percent (10%) of the current initial franchise fee (the “**Renewal Fee**”) which is due thirty (30) days prior to the expiration of the Initial Term or Successor Term.

(3) Neither you nor any of your affiliates are in default under this Agreement or any other agreements with us or our affiliates.

(4) You must have the right to continue operating in the Operating Area (or another location acceptable to us within the Protected Area) for the Successor Term.

(5) You must update your Another Side Tours Business to reflect the then-current image of Another Side Tours Businesses.

(6) You must correct any existing deficiencies of your Another Side Tours Business and satisfy our then-current System Standards including adding any new products or services that are then being offered in the System, meet our qualifications for new franchisees, and complete any additional certification and training requirements that apply to you, your Operating Principal, your managerial and training personnel and/or your staff (which may involve the payment of training fees);

(7) You must sign, and your owners and all guarantors of your obligations under this Agreement must personally guarantee, our standard form of Franchise Agreement that we are then offering to new franchisees (or the standard form that we most recently offered, if we are not then offering to new franchisees); and

(8) You, and your owners and guarantors of your obligations under this Agreement must sign a general release (substantially similar to the form attached hereto as Exhibit E to the Franchise Disclosure Document) releasing any and all claims against us, and our affiliates, owners, officers, directors, agents and employees.

## 5. DEVELOPMENT PROCEDURES

### A. Selection of Authorized Territory

(1) The Authorized Territory will generally have a minimum population of 100,000 residents.

(2) The Authorized Territory for your Another Side Tours Business will have been approved in writing by us as of the Effective Date.

(3) The Authorized Territory will be your licensed Operating Area.

### B. Purchase or Lease of Vehicle.

(1) We require that you purchase or lease a passenger vehicle for the operation of your Another Side Tours Business.

(a) The vehicle must be a luxury SUV with leather interior and a second-row bench, which can carry a minimum of 6 passengers. Examples are GMC Yukon, Chevrolet Tahoe, or Cadillac Escalade.

(b) Vehicles must present a professional appearance and must be licensed and insured per section 12.I.1.a.

(c) To ensure that vehicles continue to present a professional appearance, franchisees will be required to provide AST a mobile-phone video of the vehicle at least once each year.

(2)

C. Lease of Location.

(1) If you propose to lease or sublease a Location for your Another Side Tours Business, you must provide us with a copy of the Lease (for a term, including renewal terms, for at least the Initial Term) no less than 10 days before you intend to execute it. The Lease must not contain any covenants or other obligations that would prevent you from performing your obligations under this Agreement. Unless waived in writing by us, any Lease must contain provisions that satisfy the following requirements during the entire term of the Lease, including any renewal terms:

- a. The property owner (“**Property Owner**”) consents to your use of the proprietary signs and the Marks prescribed by us, and upon the expiration or earlier termination of the Lease, consents to permit you, at your expense, to remove all such items, so long as you make repairs to the site caused by such removal.
- b. The Property Owner agrees to provide us (at the same time sent to you) a copy of all amendments, assignments, and notices of default pertaining to the Lease and the Location.
- c. We will have the right to enter the Location to make any modifications or alterations necessary to protect the System and the Marks, to cure, within the time periods provided by the Lease, any default under the Lease, all without being guilty of trespass or other tort, and to charge you for any related costs.
- d. The Property Owner agrees that you will be solely responsible for all obligations, debts, and payments under the Lease.
- e. The Property Owner agrees that, following the expiration or earlier termination of this Agreement, you will have the right to make those alterations and modifications to the Premises as may be necessary to clearly distinguish to the public the Location from a Another Side Tours Business and also make those specific additional changes as we reasonably may request for that purpose. The Property Owner also agrees that, if you fail to make these alterations and modifications within 10 days after the expiration or earlier termination of this Agreement, we will have the right to do so without being guilty of trespass or other tort so long as we make repairs to the Location caused by such removal.
- f. The Property Owner agrees not to amend or otherwise modify the Lease in any manner that would affect any of the foregoing requirements without our prior written consent, which consent will not be unreasonably withheld.
- g. You shall have the right to assign the Lease to us or our designee with the Property Owner’s consent (which consent will not be unreasonably withheld) and without payment of any assignment fee or similar charge or increase in any rentals payable to the Property Owner.
- h. The Property Owner agrees to consent to you collaterally assigning the Lease to us or our designee, granting us the option, but not the obligation, to assume the Lease from the date we take possession of the Premises, without payment of any assignment fee or similar charge or increase in any rentals payable to the Property Owner. Our current form of Collateral Assignment of Lease is attached to this Agreement as Exhibit 2.

6. LAUNCHING YOUR ANOTHER SIDE TOURS BUSINESS

A. Operating Area Approval.

(1) Franchisee will submit to One Tour At A Time a map showing the address of the Franchise Location, pick up/drop off locations, and the Operating Area for tour routes.

(2) One Tour At A Time will review and approve all proposed Locations and Operating Areas.

B. Development of your Another Side Tours Business. You agree to do the following, at your own expense, to develop your Another Side Tours Business in the Operating Area:

(1) Secure all financing required to develop and operate your Another Side Tours Business.

(2) Procure insurance coverage for your activities under this Agreement as required by Section 12.I and the Manual.

(3) Obtain all required vehicle, building, utility, sign, health, sanitation, occupancy, business, and other permits and licenses.

(4) Procure any necessary federal, state, county, and city permits or licenses to be able to operate your business.

(5) Franchisee is required to acquire equipment, set up partnerships with livery companies and establish a concierge referral program within forty-five (45) days of completing initial training. The minimum amount of \$4,000 to \$8,000 depending on Franchisor's requirement must be spent prior to and during the first three (3) months of the opening of your Another Side Tours Business.

C. Technology System. Prior to opening your Another Side Tours Business, you must set up and be onboarded with our booking software and other associated software (the "**Technology System**"). You must also pay us a monthly Technology Fee for ongoing maintenance and support services for the Technology System (See Section 7.C).

D. Opening your Another Side Tours Business. Subject to your compliance with the conditions set forth in this Section 6.D or as we may otherwise approve, you agree to complete Initial Training explained in Section 11 within thirty (30) days of executing this Agreement, and open your Another Side Tours Business no later than forty-five (45) days after the executing this Agreement ("**Opening Deadline**"), provided that Franchisor may extend the Opening Deadline, in our reasonable discretion, by up to one (1) month.

(1) We will not authorize the opening of your Another Side Tours Business unless all of the following conditions have been met:

(a) You have received all required state and local government certifications, permits, and licenses necessary for the operation of a Another Side Tours Business.

(b) You (or your Operating Principal as defined in Section 14.D), your management personnel, and your training personnel (if any) have satisfactorily completed and become certified in our Initial Training Program.

(c) You have paid the Initial Franchise Fee (as defined in Section 7) and any other amounts then due to us.

(d) You have signed all agreements required prior to opening, including, but not limited to, the Franchise Agreement, the electronic funds transfer documents described in Section 7.H, and any software license agreement(s).

(e) Neither you nor any of your affiliates are in default under or in violation of any agreements with us, any of our affiliates or any suppliers; and

(f) You have provided to us copies of certificates for all insurance policies required by Section 12.I or such other evidence of insurance coverage and payment of premiums as we reasonably may request.

## 7. FEES

A. **Initial Franchise Fee.** At the same time that you sign this Agreement, you must pay to us an initial franchise fee (“**Initial Franchise Fee**”). The Initial Franchise Fee is \$30,000 for your first Another Side Tours Business for one Protected Area. Any Another Side Tours Business will require an Initial Franchise Fee of \$30,000. The Initial Franchise Fee is paid in a lump sum at execution of the Agreement unless you and we agree otherwise. Initial Franchise Fees are not refundable. The Initial Franchise Fee and all other fees are uniform for all similarly situated franchisees.

B. **Ongoing Royalty Fee.** You agree to pay to us, in the manner provided below (or as the Manual otherwise prescribes), a nonrefundable and continuing royalty fee (“**Royalty**”) of five percent (5%) of Gross Sales of your Another Side Tours Business for the right to use the System and the Marks. You must transmit the Royalty to us in the manner we specify in the Manual (which will include, as provided for in Section 7.H an automatic, electronic debit of funds).

C. **Brand Development Fund.** You must pay to us a monthly Brand Development fee of an amount representing two percent (2%) of Gross Sales (the “**Brand Development Fees**”). This fee may be increased to up to three percent (3%) during the term of this Agreement. We or our designee will administer the Another Side Tours Brand Development Fund (the “**Brand Development Fund**”) as defined in Section 9.B) are set forth in Section 9.

D. **Search Engine Marketing Fee.** You must pay to us a monthly marketing fee for search engine advertisement (the “**Search Engine Marketing Fee**”) in the amount of three thousand dollars (\$3,000) per month. We may increase this fee by up to ten percent (10%) annually.

E. **Grand Opening Advertising.** You must spend at least four thousand dollars (\$4,000) or up to eight thousand dollars (\$8,000) at the Franchisor’s discretion on grand opening marketing and promotions as directed in the Operations Manual.

F. **Computer Requirement.** You will be required to have computer hardware and software that is compatible with the computer system and software that we use. This includes a laptop or desktop computer,

a high-speed Internet connection and the credit or debit card processing we designate. This includes the computer software package currently in use at Another Side Tours Business as described in the Operations Manual. Additional hardware and software may be required in the future, at your expense, as determined by us in our sole discretion. The estimated initial cost of purchasing your computer hardware and software is \$3,000 to \$5,000, which includes installation and set-up fees. This cost may change from time to time based on our computer hardware and software requirements. There may be costs associated with updates to the computer hardware and software. We reserve the right to require franchisees, at their expense, to install and maintain additional hardware and software, including software that will interface with our computer system over the Internet. We have no obligation to provide ongoing maintenance, repairs, upgrades or updates.

G. **Technology Fee.** You agree to pay to us, in the manner provided below (or as the Manual otherwise prescribes), a nonrefundable and continuing Technology, Software License, and Support Fee (“**Technology Fee**”). The Technology Fee includes access to and use of required application, software, maintenance and support, web development, hosting, data services, e-mail service, reputation management, and other technology services that we determine, in our sole discretion, to provide to you. We will charge you a Technology Fee upon execution of this Agreement and then monthly upon the opening of your Another Side Tours Business. The Technology Fee is currently two hundred dollars (\$200) per month per Another Side Tours Business. We may increase the Technology Fee by up to twenty percent (20%) per year during the term of this Agreement.

H. **Telephone System.** You will be required to have a smart phone that is specifically dedicated to your Another Side Tours Business. It must have texting, calling and an unlimited data plan. Carrier can be chosen based on the best available service in the Authorized Territory. One Tour At A Time, LLC recommends an Apple iPhone brand device, however this is not required.

I. **Uniforms.** You may be required to purchase approved logo-wear when operating your Another Side Tours Business which is purchased through the Franchisor. Estimated cost for each tour host is fifty to seventy-five dollars (\$50 to \$75) and is payable upon receipt of invoice.

J. **Opening Extension Fee.** We may charge a fee of two thousand five hundred dollars (\$2,500) to extend the opening date of your Another Side Tours Business. If the Franchisee has made a good faith effort to launch the business within 45 days but fails, the Franchisor may, at its discretion, grant an extension of thirty (30) days. If an extension is granted, the Franchisee must pay this fee.

K. **Conference Fee.** From time to time, One Tour At A Time may schedule a conference which the Franchisee is required to attend. The fee for the conference will be one thousand dollars (\$1,000.) Franchisee will also be responsible for wages, travel, lodging and related expenses.

L. **Franchise Relocation Fee.** If Franchisee wishes to move the location of their Another Side Tours Business, there is a relocation fee of one thousand dollars (\$1,000) which is payable upon approval of the location change by the Franchisor.

M. **Supplier and Product Testing Fee.** If Franchisee requests that a supplier or product is analysis for approval use, there is a fee of seven hundred and fifty dollars (\$750) or actual costs. If product or service is later approved for use System wide, the fee may be refunded or waived at Franchisor’s discretion.

N. **Service charge for Not Sufficient Funds (NSF) or missed report.** You must pay us a service charge of thirty dollars (\$30) for each delinquent report or payment that you owe us. This includes payments that are delinquent due to insufficient funds in your direct debit account.

O. Interest. All amounts which you owe us for any reason, will bear interest accruing as of their original due date at the lesser of eighteen percent (18%) per annum or the highest commercial contract interest rate the law allows, whichever is less. We may electronically debit your business checking account automatically for any past-due amounts and interest. You acknowledge that this Section 7.G is not an agreement to accept any payments after they are due or a commitment to extend credit to, or otherwise finance your operation of, your Another Side Tours Business.

P. Partial Payments. No payment by you or acceptance by us of any monies under this Agreement for a lesser amount than due will be treated as anything other than a partial payment on account. Notwithstanding any designation by you, we will have sole discretion to apply any payments by you to any of your past-due indebtedness to us.

Q. Method of Payment

(1) You must comply with all of our payment policies, procedures, and requirements, as described in the Operations Manual. Currently, you will pay the Royalty, Brand Development Fund contributions, and other ongoing fees on a monthly basis (on the 10<sup>th</sup> day of each calendar month) based upon Gross Sales from the preceding calendar month. You will pay us in a manner consistent with Section 7.K(2) below.

(2) Gross Sales means all revenues and income from whatever source derived or received from, through, by, or on account of the operation of the Another Side Tour Business, whether received in cash, in services, in kind, on credit, bartering or otherwise, but excludes pre-paid gratuity, sales taxes and returns.

(3) You must sign and deliver to us the documents we require to authorize us to electronically debit your business checking account automatically for the Royalty, Brand Development Fund contributions and other amounts due under this Agreement and for your purchases from us and/or our affiliates (“**Electronic Depository Transfer Account**” or “**EDTA**”). Our current form of EDTA document is attached as Exhibit 3. We will debit the EDTA for these amounts on their due dates. You agree to ensure that funds are available in the EDTA to cover our withdrawals. We may require you to pay any amounts due under this Agreement or otherwise by means other than automatic, electronic debit (e.g., by check) whenever we deem appropriate, and you agree to comply with our payment instructions. If we supply products to you, we may require pre-payment or cash on delivery depending on our then-current policies and your payment record with us.

(4) If you fail to report the Gross Sales of your Another Side Tours Business, we may debit your EDTA for 120% of the highest monthly Royalty and Brand Development Fund contribution that we previously debited from your EDTA. Once we determine the amount you actually owe to us, we will debit the EDTA the difference, or we will apply a credit towards your next month’s Royalty and/or Brand Development Fund contribution.

8. RECORDKEEPING AND REPORTS

A. Recordkeeping. You must keep and maintain, in accordance with any procedures that we prescribe in the Manual or otherwise, complete and accurate books and records pertaining to your Another Side Tours Business sufficient to fully report to us. We reserve the right to require that you maintain a fiscal year different than the calendar year and one that is consistent with our fiscal year. You agree to use computerized cash and data capture and retrieval systems that meet our specifications and to record electronically all sales at

or from your Another Side Tours Business. You must use our then-current franchise management software system for maintaining customer records for your Another Side Tours Business.

B. Reports and Financial Statements. You must, at your expense, submit to us, in the form prescribed by us, financial and operational reports and records at the times and in the manner specified in the Manual. You also must submit to us, in the form prescribed by us, a profit and loss statement and balance sheet for your Another Side Tours Business within 60 days after the end of each fiscal year (as defined by us from time to time). You must sign each report attesting that it is true, correct and complete and, with respect to the profit and loss statement, uses accounting principles applied on a consistent basis that accurately and completely reflect your financial condition. We may disclose data derived from your reports, however, upon receipt of a written request from you or if required by law, we will not disclose your identity in any materials that we circulate publicly. If, in our reasonable judgment, your reports are deficient in substance or presentation, we may require that you submit to us year-end financial statements prepared by an independent accountant and/or copies of your federal, state and local income tax returns.

C. Public Filings. If you are or become a publicly-held entity in accordance with other provisions of this Agreement, you must, at your expense, submit to us copies of all reports (including responses to comment letters) or schedules that you may file with the U.S. Securities and Exchange Commission (certified by your chief executive officer to be true, correct, complete and accurate) and copies of any press releases you may issue, within 3 days of the filing of those reports or schedules or the issuance of those releases.

D. Our Right to Audit

(1) We have the right at all reasonable times, both during and after the Term of this Agreement, to inspect, copy and audit your books, records, sales and income tax records and returns, and such other forms, reports, information and data as we reasonably may designate, applicable to the operation of your Another Side Tours Business (an “**Audit**”). If any Audit discloses an understatement of Gross Sales of your Another Side Tours Business by two percent (2%), you agree to pay to us, within 10 days after receiving the Audit report, the Royalty and Brand Development Fund contributions due on the amount of the understatement, plus any interest on the understated amounts from the date originally due until the date of payment. If any Audit discloses that you have not expended greater than the required amount of your Gross Sales on Local Store Marketing (which amount may be modified by us from time to time in accordance with Section 9.A), you shall contribute to the Brand Development Fund any amounts that you should have expended to reach the local advertising requirement within 30 days after completion of our audit of your Another Side Tours Business. Furthermore, if an examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or if our examination reveals an understatement of your Royalty or Brand Development Fund contribution (when a percentage of Gross Sales is required), that exceeds two percent (2%) of the amount that you actually reported to us for the period examined; then: (a) you agree to reimburse us for the costs of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees; and (b) we may require you to provide us with periodic audited statements. If our examination reveals an understatement of the Gross Sales of your Another Side Tours Business for any period by 2% or more, then in addition to your obligations in Subsection (a) above, we may immediately terminate this Agreement without an opportunity to cure. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

(2) If you fail to give us, on a timely basis, the records, reports, and other information

required by this Agreement or, upon our request, copies of the same, we or our designee will have access at all reasonable times (and as often as necessary) to your books and records (including those contained on the Technology System) for the purpose, among other things, of preparing the required records, reports and other information. You promptly will reimburse us or our designee for all costs and expenses associated with our obtaining and/or preparing such records, reports or other information.

## 9. BRAND DEVELOPMENT AND MARKETING

A. **Brand Development Contributions and Expenditures.** During the Term, you must contribute to the Brand Development Fund pursuant to Section 9.B and pay the Search Engine Marketing Fee pursuant to Section 9.C. We have the right to periodically re-allocate and/or increase the amount you contribute to the Brand Development Fund.

B. **Brand Development Fund.** For the benefit of your Another Side Tours Business, we have established an advertising and marketing fund (called the “**Brand Development Fund**”) for the enhancement and protection of the System and the Marks, and for the development of advertising, marketing, and public relations programs and materials as we deem appropriate. As of the Effective Date, your required Brand Development Fund contribution is two percent (2%) of Gross Sales per fiscal period. We may increase your contribution to the Brand Development Fund at any time by three percent (3%) upon ninety (90) days written notice. The Brand Development Fund contribution will be payable in the same manner as the Royalty. Another Side Tours Businesses operated by us, and our affiliates also will contribute to the Brand Development Fund on the same basis as comparable franchisees. From time to time, we or our suppliers may deposit into the Brand Development Fund rebates or similar allowances paid to us by our suppliers although we have no obligation to do so.

(1) We will have sole discretion to use the Brand Development Fund, and the monies in the Brand Development Fund, for any purpose that we designate that we believe will enhance and protect the System and Marks and will improve and increase public recognition and perception of the System and Marks. We will direct all programs that the Brand Development Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. You agree to participate in all advertising, marketing, promotions, research and public relations programs instituted by the Brand Development Fund. We will use the Brand Development Fund to develop marketing and advertising programs that benefit the Another Side Tours brand and to offset our costs of administering the Brand Development Fund, including salaries and overhead in administering the Brand Development Fund. This means we may use monies in the Brand Development Fund for any purpose that promotes the Another Side Tours name, we will not be obligated to make advertising expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Brand Development Fund. Among the programs, concepts, and expenditures for which we may utilize the Brand Development Fund monies are: (a) creative development and production of print ads, commercials, radio spots, point of purchase materials, direct mail pieces, door hangers, and other advertising and promotional materials; (b) creative development, preparation, production and placement of video, audio, and written materials and electronic media; (c) media placement and buying, including all associated expenses and fees; (d) administering regional and multi-regional marketing and advertising programs; (e) market research and customer satisfaction surveys, including the use of secret shoppers; (f) the creative development of, and actual production associated with, premium items, giveaways, promotions, contests, public relation events, and charitable or nonprofit events; (g) creative development of new program offerings for Another Side Tours Business; (h) creative development of signage, posters, and individual Another Side Tours Business decor items including wall graphics; (i) recognition and awards events and programs; (j) System recognition events, including periodic national and regional conventions and meetings; (k) Website, extranet and/or intranet

development and maintenance (in this Agreement, "website" means one or a group of World Wide Web pages usually containing hyperlinks to each other and made available online by an individual, company, educational institution, government, or organization); (l) development, implementation, and maintenance of an electronic commerce Website and reservation system and/or related strategies; (m) retention and payment of advertising and promotional agencies and other outside advisors including retainer and management fees; and (n) public relations and community involvement activities and programs.

(2) We will account for the Brand Development Fund separately from our other funds, however, will not be required to segregate any Brand Development Fund monies from our other monies. We will not use the Brand Development Fund for any of our general operating expenses. We and our affiliates may be reimbursed by the Brand Development Fund for administrative expenses directly related to the Brand Development Fund's marketing programs, including without limitation, conducting market research, preparing advertising and marketing materials, and collecting and accounting for contributions to the Brand Development Fund. We may use the Brand Development Fund to pay the administrative costs of the Brand Development Fund including managing the advertising, marketing, and promotional programs and payment of outside suppliers utilized by the Brand Development Fund, and we may use the Brand Development Fund to pay the reasonable salaries and benefits of personnel (including our personnel and our affiliates' personnel) who manage and administer the Brand Development Fund. We may use the Brand Development Fund to pay for other administrative costs, travel expenses of personnel while they are on Brand Development Fund business, meeting costs, overhead relating to Brand Development Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Brand Development Fund and its programs.

(3) The Brand Development Fund will not be our asset. Although the Brand Development Fund is not a trust, we will hold all Brand Development Fund contributions for the benefit of the System and use contributions only for the purposes described in this Section 9.B. We do not owe any fiduciary obligation to you for administering the Brand Development Fund or for any other reason. The Brand Development Fund may spend in any fiscal year more or less than the total Brand Development Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Brand Development Fund contributions to pay for the administrative costs of the Brand Development Fund before using the Brand Development Fund's other assets.

(4) Upon your written request, we will prepare an annual, unaudited statement of Brand Development Fund collections and expenses within 90 days after our fiscal year end. We may also, in our sole discretion, prepare such financial statements. We may have the Brand Development Fund audited annually, at the Brand Development Fund's expense, by an independent certified public accountant. We may incorporate the Brand Development Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Section 9.B.

(5) We intend the Brand Development Fund to maximize and enhance public, franchisee, and employee recognition of the System and the Marks. Although we may use the Brand Development Fund, or portions of the monies in the Brand Development Fund, to create, develop, use and/or place advertising and promotional marketing materials and programs, and we may try to engage in brand enhancement activities that will benefit all Another Side Tours Business, we cannot and do not ensure that Brand Development Fund expenditures will be made in or affecting any geographic area, or will be proportionate or equivalent to Brand Development Fund contributions by Another Side Tours Business operating in that geographic area. We do not guarantee or assure that you, your Another Side Tours Business or any Another Side Tours Business will benefit directly or in proportion to your Brand Development Fund contribution from the brand enhancement activities of the Brand Development Fund or the development of advertising and marketing materials or the placement of advertising and marketing.

(6) We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Brand Development Fund contributions at the Brand Development Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Brand Development Fund. We assume no direct or indirect liability or obligation to you for collecting amounts due to the Brand Development Fund. We have the sole right to enforce the obligations of franchisees who contribute to the Brand Development Fund, and neither you nor any other franchisees who contribute to the Brand Development Fund will be deemed a third-party beneficiary with respect to the Brand Development Fund obligations of other franchisees or have any right to enforce the obligation of any franchisee to contribute to the Brand Development Fund.

(7) We may at any time defer or reduce contributions of a Another Side Tours Business franchisee to the Brand Development Fund and, upon 30 days' prior written notice to you, reduce or suspend Brand Development Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, subsequently reinstate) the Brand Development Fund. If we terminate the Brand Development Fund, we will spend all monies in the fund for advertising and/or promotional purposes or distribute all unspent monies to our franchisees, and to us and our affiliates, in proportion to their, and our, respective Brand Development Fund contributions during the preceding 12-month period.

C. Search Engine Marketing Fee. Franchisees will pay a monthly fee of three thousand dollars (\$3,000) to fund online search engine campaigns.

(1) We will have sole discretion to use the Search Engine Marketing Fee, and the monies in the Search Engine Marketing Fee, for any purpose that we designate that we believe will enhance and protect the System and Marks and will improve and increase public recognition and perception of the System and Marks. We will direct all programs that the Search Engine Marketing Fee finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. You agree to participate in all advertising, marketing, promotions, research and public relations programs instituted by the Search Engine Marketing Fee. We will use the Search Engine Marketing Fee to develop marketing and advertising programs that benefit the Another Side Tours brand and to offset our costs of administering the Search Engine Marketing Fee, including salaries and overhead in administering the Search Engine Marketing Fee. This means we may use monies in the Search Engine Marketing Fee for any purpose that promotes the Another Side Tours name, we will not be obligated to make advertising expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Search Engine Marketing Fee. Among the programs, concepts, and expenditures for which we may utilize the Search Engine Marketing Fee monies are: (a) creative development and production of online advertisement; (b) creative development, preparation, production and placement of video, audio, and written materials and electronic media; (c) online media placement and buying, including all associated expenses and fees; (d) administering regional, multi-regional, national, and international online marketing and advertising programs.

(2) We will account for the Search Engine Marketing Fee separately from our other funds, however, will not be required to segregate any Search Engine Marketing Fee monies from our other monies. We will not use the Search Engine Marketing Fee for any of our general operating expenses. We and our affiliates may be reimbursed by the Search Engine Marketing Fee for administrative expenses directly related to the Search Engine Marketing Fee's marketing programs, including without limitation, conducting market research, preparing advertising and marketing materials, and collecting and accounting for contributions to the Search Engine Marketing Fee. We may use the Search Engine Marketing Fee to pay the administrative costs of the Search Engine Marketing Fee including managing the advertising, marketing, and promotional programs and payment of outside suppliers utilized by the Search Engine Marketing Fee, and we may use the Search Engine Marketing Fee to pay the reasonable salaries and benefits of personnel (including our

personnel and our affiliates' personnel) who manage and administer the Search Engine Marketing Fee. We may use the Search Engine Marketing Fee to pay for other administrative costs, travel expenses of personnel while they are on Search Engine Marketing Fee business, meeting costs, overhead relating to Search Engine Marketing Fee business, and other expenses that we incur in activities reasonably related to administering or directing the Search Engine Marketing Fee and its programs.

(3) The Search Engine Marketing Fee will not be our asset. Although the Search Engine Marketing Fee is not a trust, we will hold all Search Engine Marketing Fee contributions for the benefit of the System and use contributions only for the purposes described in this Section 9.B. We do not owe any fiduciary obligation to you for administering the Search Engine Marketing Fee or for any other reason. The Search Engine Marketing Fee may spend in any fiscal year more or less than the total Search Engine Marketing Fee contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Search Engine Marketing Fee contributions to pay for the administrative costs of the Search Engine Marketing Fee before using the Search Engine Marketing Fee's other assets.

(4) Upon your written request, we will prepare an annual, unaudited statement of Search Engine Marketing Fee collections and expenses within 90 days after our fiscal year end. We may also, in our sole discretion, prepare such financial statements. We may have the Search Engine Marketing Fee audited annually, at the Search Engine Marketing Fee's expense, by an independent certified public accountant. We may incorporate the Search Engine Marketing Fee or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Section 9.B.

(5) We intend the Search Engine Marketing Fee to maximize and enhance public, franchisee, and employee recognition of the System and the Marks. Although we will use the Search Engine Marketing Fee to create, develop, use and/or place online advertising and promotional marketing materials and programs, and we may try to engage in brand enhancement activities that will benefit all Another Side Tours Business, we cannot and do not ensure that Search Engine Marketing Fee expenditures will be made in or affecting any geographic area, or will be proportionate or equivalent to Search Engine Marketing Fee contributions by Another Side Tours Business operating in that geographic area. We do not guarantee or assure that you, your Another Side Tours Business or any Another Side Tours Business will benefit directly or in proportion to your Search Engine Marketing Fee contribution from the brand enhancement activities of the Search Engine Marketing Fee or the development of advertising and marketing materials or the placement of advertising and marketing.

(6) We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Search Engine Marketing Fee contributions at the Search Engine Marketing Fee's expense. We also may forgive, waive, settle, and compromise all claims by or against the Search Engine Marketing Fee. We assume no direct or indirect liability or obligation to you for collecting amounts due to the Search Engine Marketing Fee. We have the sole right to enforce the obligations of franchisees who contribute to the Search Engine Marketing Fee, and neither you nor any other franchisees who contribute to the Search Engine Marketing Fee will be deemed a third-party beneficiary with respect to the Search Engine Marketing Fee obligations of other franchisees or have any right to enforce the obligation of any franchisee to contribute to the Search Engine Marketing Fee.

(7) We may at any time defer or reduce contributions of a Another Side Tours Business franchisee to the Search Engine Marketing Fee and, upon 30 days' prior written notice to you, reduce or suspend Search Engine Marketing Fee contributions and operations for one or more periods of any length and terminate (and, if terminated, subsequently reinstate) the Search Engine Marketing Fee. If we terminate

the Search Engine Marketing Fee, we will spend all monies in the fund for advertising and/or promotional purposes or distribute all unspent monies to our franchisees, and to us and our affiliates, in proportion to their, and our, respective Search Engine Marketing Fee contributions during the preceding 12-month period.

## 10. MANUAL

A. We will loan you during the Term of this Agreement or make available to you via other means (i.e., the Internet, also known as an “Electronic Manual”) one copy of our Manual, which may include information distributed electronically and/or written materials or allow you access to the Manual. The Manual contains the System Standards, which include mandatory and suggested specifications, standards, operating procedures, and rules that we periodically prescribe for operating a Another Side Tours Business and information on your other obligations under this Agreement. We may modify the Manual periodically to reflect changes in System Standards.

B. You agree to keep your copy of the Manual and/or any passwords and/or log-in information with respect to web-based or electronic copies thereof current and in a secure location at your Another Side Tours Business. If there is a dispute over the contents of the Manual, our master copy of the Manual controls. You agree that the contents of the Manual are confidential and that you will not disclose the Manual to any person other than employees of your Another Side Tours Business who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Manual. If your copy of the Manual is lost, destroyed, or significantly damaged, you agree to obtain a replacement copy from us, for which we may charge you our then applicable printing or copying charge. This charge is for our direct costs and is not related to any value that we place on the Confidential Information (defined in Section 18.A below).

C. At our option, we may post some or all of the Manual on a restricted Website (intranet or extranet) to which you will have access. If we do so, you agree to monitor and access the Website for any updates to the Manual or System Standards. Prior to accessing any online training instructional system, you must agree to abide by our terms of use, which we may revise from time to time. Any passwords or other digital identifications necessary to access the Manual on a website, intranet, extranet or other online training instructional system will be deemed to be part of the Confidential Information.

## 11. TRAINING AND ASSISTANCE

A. **Initial Training Program.** Before you open your Another Side Tours Business, you (or the Operating Principal of Franchisee if Franchisee is an entity) and your Business Manager must complete, to our satisfaction and certification, the online training program and the New Owner Training Program (collectively the “**Initial Training Program**”), which will address the material aspects of operating a Another Side Tours Business. If you obtain an operating Another Side Tours Business by transfer from another One Tour At A Time franchisee, you must complete the Initial Training Program before you begin operating that business as a Another Side Tours Business.

(1) **Initial Training Program.** The Initial Training Program must be completed by all Another Side Tours Business owners and operating principals.

(2) We will provide the Initial Training for five business days in person for approximately 40 hours. Initial Training is held at our training site in Las Vegas, Nevada, although this may be changed as determined by One Tour At A Time from time to time. Training dates are scheduled as they are

needed. Your Initial Training will be scheduled after you sign your Franchise Agreement. You will be responsible pay your travel and living expenses while attending the training sessions. You must complete the Initial Training within thirty (30) days of signing your Franchise Agreement. You may not commence operations until you have completed the Initial Training program to our satisfaction.

(3) Initial Training Program Fee. We do not charge a fee for the first two trainees attending the Initial Training Program. If you choose to have additional trainees, the fee is one thousand dollars (\$1,000) per additional trainee.

(4) Initial Training for Replacement Operating Principal. If the franchisee wants to include additional personnel, beyond two (2) for the initial training, the fee is \$1,000 per additional trainee. Should the franchisee's current Operating Principal leave, the replacement Operating Principal must attend the initial training at a location specified by the franchisor. In addition to the \$1,000 fee, the franchisee will also be responsible for wages, travel, lodging and related expenses.

#### B. Training by You

(1) You must conduct such initial and continuing training programs for the staff of your Another Side Tours Business as we may require from time to time, including those training programs required in order for your staff members to be certified for the position(s) for which each staff member was hired. We will authorize you to open your Another Side Tours Business only after an adequate number of your staff members, as determined by us in our sole discretion, have attended and received certification in the Initial Training Program.

(2) We may periodically visit your Another Side Tours Business to ensure that your training personnel continue to meet our standards. If we determine, in our sole discretion, that your training personnel are not adequately training your staff, then your training personnel and staff members designated by us must attend and successfully complete our Initial Training Program. We may, in our sole discretion, determine that you are no longer qualified to train your own staff members. In that event your staff members will be required to attend the Initial Training Program prior to beginning to work at your Another Side Tours Business. You will be required to pay a tuition fee for your training personnel and staff who we require to attend our training program in addition to paying all travel, living and other expenses incurred by your employees while attending the training program.

(3) Our training programs may also be conducted by other senior personnel as well as outside consultants, whose services we may retain for specific training courses. No other formal training staff is maintained at present.

#### C. Ongoing Training

(1) We may require you, or you may request to attend additional training programs at locations designated by us, which may be required for your employees. We will determine the duration, curriculum and location of these programs. You will be responsible for all costs and expenses associated with the training, including training fees, per hour and all travel, meals and lodging costs and compensation of, including workers' compensation insurance, for your attendees.

(2) We may require that your replacement training personnel satisfactorily complete our training programs within 90 days of being designated as training personnel. Replacement training personnel may: (a) attend the next training program offered by us; or (b) be trained by your training personnel, however,

they must be reviewed by our field personnel and receive our certification prior to managing your Another Side Tours Business or training your staff. Currently, the fees associated with the training of replacement personnel is \$1,000 per person participating in the training program. You agree to pay all travel and living expenses incurred by you and your employees and/or our employees during all training courses and programs.

(1) We may also require you and/or your managers and employees to complete additional or ongoing training if we believe, in our reasonable discretion, that you require additional training to operate your Another Side Tours Business to our standards (“**Remediation Training**”) as described in the Manual. Remediation Training will occur, in our discretion for a maximum of five (5) days per year, either at your Another Side Tours Business, at a Another Side Tours Business selected by us, or at our corporate headquarters in Las Vegas, Nevada. The cost of Remediation, Additional, or Ongoing Training is five hundred dollars (\$500) per day, payable at the time of training, plus reasonable travel expenses incurred by our employees if we are required to travel in connection with providing the Training.

D. General Guidance. We will provide ongoing advice and consultation to you regarding the operation of your Another Side Tours Business through the Manual, bulletins or other written materials, electronic media, telephone, and in person.

## 12. SYSTEM STANDARDS

### A. Compliance with System Standards

(1) You acknowledge that each and every detail of the appearance, layout, décor, cleanliness, safety standards, services and operation of your Another Side Tours Business is essential to us and to other Another Side Tours Business franchisees to preserve the goodwill of the Marks and all Another Side Tours Business. You agree to cooperate with us by operating and maintaining your Another Side Tours Business safely and securely and according to all of our System Standards (whether contained in the Manual or another written communication to you), as we periodically modify and supplement them. You agree that System Standards we prescribe in the Manual or otherwise communicate to you in writing or another tangible form (for example, via a website, intranet or extranet), are part of this Agreement as if fully set forth within its text.

(2) We periodically may modify the System (including System Standards) and these modifications may obligate you to invest additional capital in your Another Side Tours Business and/or incur higher operating costs. We may require you to integrate new, updated services and products into your Another Side Tours Business. You agree to accept, integrate, and use or display in your Another Side Tours Business any such changes or modifications to the System as if they were a part of the System at the time this Agreement was executed, and you agree to make such expenditures as the changes or modifications in the System may reasonably require. This includes but is not limited to refurbishing or remodeling the Primary Assets, Location, uniforms, marketing materials, or any other aspect of your Another Side Tours Business, hiring additional personnel, buying new equipment, adding new services and products, or otherwise modifying the nature of your operations, as if those changes or modifications were part of the System as of the Effective Date.

(3) If you or your owners, employees, designees, or independent contractors develop any new processes, services, products, best practices or asset improvements relating to the System, you promptly shall notify us and provide us with all information regarding the new services, products, processes or asset improvements all of which shall become our property and which may be incorporated into the System as a “**work made for hire**” without any payment to you or your owners, employees, designees or independent

contractors. If any designee or independent contractor develops any new concepts, processes or improvements relating to the System on your behalf, you shall obtain covenants that you own (as a “**work made for hire**”) such concepts, processes or improvements (and all components) and have the right to transfer to us such concepts, processes or improvements. You, at your own expense, promptly shall take all actions deemed necessary or desirable by us to vest in us ownership of such concepts, processes or improvements. To the extent that any item does not qualify as a “**work made-for-hire**” for us, by this Section you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item. We will make no payment to you for any such item, or for our subsequent use (or our franchisees’ subsequent use) of such item.

B. Approved Products, Services, Distributors and Suppliers

(1) You acknowledge that the reputation and goodwill of Another Side Tours Business are based upon, and can only be maintained by, the delivery of high-quality services and products under the Marks. You agree that you will at your Another Side Tours Business: (a) provide all services and products that we specify from time to time and only in the manner we prescribe; (b) not provide any services or products we have not approved; (c) offer for sale and sell all products only at retail price and in the Operating Area and you will not transfer ownership of products to any other business or other business not operating under the System; and (d) you will discontinue selling and offering for sale any services or products that we at any time decide (in our sole discretion) to disapprove in writing, provided, however, that you may continue to sell discontinued products for up to 3 months after their discontinuance unless we determine that they are a public hazard or are detrimental to the public image of our System. You will also immediately stop using any Primary Asset or product or providing any service if we determine that it is a public hazard or detrimental to the public image of our System.

(2) We have developed and may continue to develop certain proprietary or branded products that will be prepared by or for us or our affiliates according to our proprietary designs (collectively “**Proprietary Products**”). We also have developed standards and specifications for other products, materials and supplies incorporated or used in providing services and the packaging and delivery of products authorized for sale at Another Side Tours Business. You agree that you will: (a) purchase those Proprietary Products only from us or a third party designated and licensed by us to prepare and sell such products (collectively “**Designated Suppliers**”); and (b) purchase from manufacturers, distributors, vendors and suppliers approved by us (collectively “**Approved Suppliers**”) all other goods, products, materials and supplies (collectively “**Goods**”) associated with operating your Another Side Tours Business (collectively “**Materials**”) that meet the standards and specifications promulgated by us from time to time. We have the right to require that you use only certain brands (collectively “**Approved Brands**”) and to prohibit you from using other brands. We may from time to time modify the list of Approved Brands, and you will not, after receipt of such modification in writing, reorder any brand that is no longer an approved brand. Proprietary Products from a supplier who is no longer a Designated Supplier or order any Goods or Materials from a supplier who is no longer an Approved Supplier. We may approve one or more suppliers for any Goods or Materials and may approve a supplier only as to certain Goods or Materials. We reserve the right to charge Designated Suppliers a license fee for the right to manufacture Proprietary Products for use in a Another Side Tours Business.

(3) From time to time, we and our affiliates may receive payments from suppliers (including Designated Suppliers and Approved Suppliers) on account of such suppliers’ dealings with you and other franchisees and may use any amounts received without restriction and for any purpose we and our affiliates deem appropriate. We may concentrate purchases with one or more suppliers to obtain lower prices and/or the best advertising support and/or services for any group of Another Side Tours Business or any other

group of businesses franchised or operated by us or our affiliates. Approval of a supplier may be conditioned on requirements relating to the product quality, prices, consistency, reliability, financial capability, labor relations, frequency of delivery, reporting capabilities, standards of service, including prompt attention to complaints, or other criteria, and concentration of purchases, as set forth above, and may be temporary pending a further evaluation of such supplier by us.

(4) We and our affiliates disclaim all express or implied warranties concerning any approved goods, materials or services, including, without limitation, any warranties as to merchantability, fitness for a particular purpose, availability, quality, pricing or profitability. You acknowledge that we and our affiliates may, under appropriate circumstances, receive fees, commissions, rebates, royalties, or other consideration from suppliers based on sales to you and we may use any amounts received without restriction and for any purpose we and our affiliates deem appropriate. We may charge non-approved suppliers reasonable testing or inspection fees as set forth in the Franchise Disclosure Document.

### C. Technology Systems

(1) You agree to purchase from us, a Designated Supplier, or Approved Supplier, and use the Technology System we specify, which includes booking software, digital waiver service, and digital accounting software. You must provide all assistance required by us to bring the Technology System on-line with the computer system or website designated by us and maintained by us or our affiliates. You agree that we have the free and unfettered right to retrieve any data and information from your Technology System as we, in our sole discretion, deem appropriate, including electronically polling the sales and other data of your Another Side Tours Business. You must maintain and use a Another Side Tours Business email address that we assign to you.

(2) You agree that we or our affiliates may condition any license of software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software or technology. We and our affiliates may charge you a monthly or other fee for any proprietary software or technology that we or our affiliates license to you and for other maintenance and support services that we or our affiliates provide during the Term of this Agreement.

D. Non-Cash Payment Systems. You must participate in and honor the terms of any discount, loyalty or promotional program (including gift card, loyalty, and discount programs that are applicable to Another Side Tours Businesses as a whole, specific markets, or certain Another Side Tours Business only) that we offer to the public on your behalf and shall be responsible for the fees payable in conjunction with the operation of these programs. You agree that you will take all action necessary (including the supply to us of all information and the purchase of any supplies, equipment or services) to participate in any discount or promotional programs.

(1) You must comply with all Payment Card Industry (“PCI”) standards and requirements, and you must use our designated vendor for the provision of services that are designed to enable you to comply with PCI requirements and standards. You must pay our Designated Supplier or Approved Supplier, if applicable, a monthly PCI Compliance service fee.

### E. Condition and Appearance of your Location, Equipment, and Vehicles.

(1) You must routinely maintain and continuously operate your Another Side Tours Business and all Primary Assets, location, other equipment, signs, fixtures, including the visual appearance of the Primary Assets, and all ongoing necessary maintenance, care, improvements, remodeling, redecorating,

refurbishing, and repairs in accordance with the requirements of the System. In that regard, you agree to undertake, without limitation, the following actions during the Term of this Agreement: (a) frequent safety inspection of the Primary Assets as outlined in the Manual; (b) thorough cleaning, repainting, and redecorating of the interior and exterior of the Primary Assets at intervals specified in the Manual; (c) regular repair and maintenance of the Primary Assets; and (d) prompt repair or replacement of damaged, worn out, obsolete, or unsafe equipment.

(2) If, at any time in our reasonable judgment, the general state of repair, condition, appearance or cleanliness of the Primary Assets of your Another Side Tours Business does not meet our System Standards, we have the right to notify you, specifying the action you must take to correct the deficiency. You will have 30 days to make these corrections. If you do not initiate action to correct such deficiencies within this 30-day period, we have the right, in addition to all other remedies, to enter the Location and do any required maintenance or refurbishing on your behalf, and you agree to reimburse us on demand for any expenses we incur in that connection. If we make a reasonable determination that the continued operation of your Another Side Tours Business by you will result in imminent danger to public health or safety, we may terminate this Agreement pursuant to [Section 19.B\(8\)](#) or, in our sole discretion, we may require you to close your Another Side Tours Business temporarily to make the necessary repairs or alterations.

F. Maximum Operation of your Another Side Tours Business.

(1) During the Term of this Agreement, you must adequately staff each shift with qualified employees and continuously operate your Another Side Tours Business at its maximum capacity and efficiency. As of the Effective Date, your Another Side Tours Business must be open and available for tours seven days a week and take customer service calls and emails at least six days per week except in the case when operating would conflict with your bona fide religious observations or beliefs.

(2) You must immediately resolve customer complaints regarding the quality or condition of the Primary Assets, services, products, and/or cleanliness of your Another Side Tours Business or similar complaints. When customer complaints cannot be immediately resolved, you must use best efforts to resolve the customer complaints as soon as practical and you must, whenever feasible, give the customer the benefit of the doubt. If we, in our sole discretion, determine that our intervention is necessary or desirable to protect the System or goodwill associated with the System, or if we, in our sole discretion, believe that you have failed to adequately address or resolve any customer complaints, we may, without your consent, resolve any complaints and charge you an amount sufficient to cover our reasonable costs and expenses in resolving the customer complaints, which amount you must pay to us immediately on demand.

(3) Sales Quotas. In order to retain your Authorized Territory, you will be required to meet a minimum Sales Quota. Minimum performance requirements are as follows:

Year 1: Minimum Monthly Revenue: None  
Year 2: \$12,500 per month  
Year 3: \$25,000 per month  
Year 4: \$40,000 per month  
Year 5 and beyond: \$60,000 per month

G. Compliance with Laws and Good Business Practices. You must secure and maintain in force all required licenses, permits, and certificates relating to the operation of your Another Side Tours Business and any other licenses applicable to your management and personnel. You must operate your Another Side Tours Business in full compliance with all applicable laws, ordinances, and regulations, including, without limitation, government regulations relating to occupational hazards, health, worker's compensation, and

unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. You must notify us in writing within five (5) days of the commencement of any proceeding or the issuance of any decree of any court or government agency that may adversely affect the operation of your Another Side Tours Business or your financial condition or give rise to liability or a claim against you or us. You must follow and abide by the crisis management information contained in the Manual.

#### H. Management and Staffing of your Another Side Tours Business.

(1) Your Another Side Tours Business must at all times be under the supervision of you or your Operating Principal, Business Manager, or a manager of your Another Side Tours Business that we have approved and who has successfully completed the Initial Training Program. You must keep us informed at all times of the identity of any supervisory employee(s) acting as managers of your Another Side Tours Business. Your managerial personnel must devote their best efforts to the management and supervision of your Another Side Tours Business.

(2) You, your Operating Principal, and/or Business Manager must manage and provide general oversight of your Another Side Tours Business. You or your Operating Principal must remain active in overseeing the operations of your Another Side Tours Business, including, without limitation, regular, periodic inspections and evaluations of your Another Side Tours Business and sufficient communications with us to ensure that the operations of your Another Side Tours Business comply with the System Standards or in written or oral communications to you.

(3) Your Another Side Tours Business must, at all times, be operated by the number of staff members and managerial personnel that we designate or as required by any applicable government regulations. You must hire all employees of your Another Side Tours Business and be exclusively responsible for the terms of their employment and compensation, and for the proper training of such employees in the operation of your Another Side Tours Business, in human resources and customer relations. You must establish a training program for all employees that meets our standards.

(4) You must conduct appropriate due diligence on all employees of your Another Side Tours Business to confirm that your employees meet the high ethical standards necessary for working in the tourism and activity industry. You must comply with all state and local laws and regulations regarding the staff and management of personnel including, but not limited to, any required licenses and any regulations dealing with providing professional tourism and activity experiences. You must employ only persons of good character and reputation who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of One Tour At A Time and the System and, while on duty, comply with the dress attire, personal appearance and hygiene standards set forth in the Manual.

#### I. Insurance.

(1) You will be responsible for all losses or damages arising from or related to the development and operation of your Another Side Tours Business, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever arising in connection with the development and/or operation of your Another Side Tours Business. You must obtain from a licensed broker or carrier, and maintain in full force and effect throughout the Term of this Agreement that insurance which you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of your Another Side Tours Business, which shall include, at a minimum, the following:

(a) Comprehensive general liability insurance, including coverage for general liability, personal injury, advertising injury, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, five thousand (\$5,000) medical expense (any one person) and three hundred thousand (\$300,000) for damage to rented premises per occurrence. The general liability coverage shall include a waiver of subrogation endorsement in favor of us and shall not limit or exclude contractual liability.

(b) For the Another Side Tours vehicle, commercial automobile insurance, written on a combined single limit basis for bodily injury and property damage for the following amounts or state minimum, whichever is higher: Automobile liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit per accident) and one million dollars (\$1,000,000) aggregate. Coverage for owned, hired, and non-owned automobiles and shall include additional insured and waiver of subrogation endorsements in favor of us.

(c) In states where it is required, umbrella liability insurance (sometimes referred to as excess liability insurance) in the amount of \$500,000 or the state minimum, whichever is higher.

(d) If alcohol will be served on a tour, you must also add tour operator liability insurance that specifically covers liquor liability.

(e) Property insurance coverage to include coverage for replacement costs of all Franchisee-owned contents and tenant improvements at each location.

(f) Workers' compensation with statutory limits complying with the laws of the applicable state. Such insurance shall include a waiver of subrogation endorsement in favor of us.

(g) Such other insurance as may be required by us from time to time or by the Property Owner of the Another Side Tours Business premises at, and by the state or locality in, which the Another Side Tours Business is located. All required insurance coverages may be obtained by separate primary policies, or in combination with umbrella or excess liability policies.

(h) The insurance policies described above must: (i) have a deductible no greater than \$10,000; and (ii) include a waiver of subrogation endorsement in favor of Franchisor; (iii) shall not exclude contractual liability.

(2) All insurance policies must be written by an insurance company that is licensed in the state where your Another Side Tours Business is located, that has an A.M. Best rating of "A" or better, and that is in accordance with the standards and specifications set forth in the Manual or otherwise provided to you in writing. We may require you to use a specific insurance company in certain circumstances. We may periodically increase the minimum required coverage and/or require different or additional insurance coverage (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. You will receive written notice of such modifications and shall take prompt action to secure the additional coverage or higher policy limits specifically endorsed to provide that the coverage shall be primary, and that any insurance carried by any additional insured shall be excess and non-contributory.

(3) At least ten (10) days prior to first operating your Another Side Tours Business and annually thereafter, you must submit to us a copy of your Certificates of Insurance or other evidence of your maintaining this insurance coverage and paying premiums. If you fail or refuse to obtain and maintain the

insurance we specify, in addition to our other remedies, we may (but need not) obtain such insurance for you and your Another Side Tours Business on your behalf, in which event you must cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.

J. Notification of Claims. You must notify us in writing within five (5) days of receipt of notice of any health or safety violation, the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, or occurrence of any accident or injury which may adversely affect the operation of your Another Side Tours Business or your financial condition or give rise to liability or a claim against you or us.

K. Right to Inspect your Another Side Tours Business. You acknowledge and agree that we have the right upon reasonable notice to you, to inspect your Another Side Tours Business (the “**Inspection**”). Our right to inspect your Another Side Tours Business shall include the right to conduct reasonable inspections of your operations, marketing, safety systems and programs, financial systems, maintenance and necessary repairs of your Another Side Tours Business. A report and score may be generated as part of the Inspection. A copy of the report and score will be provided to you as well as to the One Tour At A Time corporate office. A failing score on an Inspection shall be a default of the Agreement and, subject to the terms of Section 19.C, be grounds for termination of the Franchised Agreement.

L. Pricing. We will provide you with current pricing models for tours. We may periodically impose a specific or a maximum or minimum price that you may charge for services or products. If we impose a specific price, you must charge that price. If we impose such a maximum or minimum price for any service or product, you may charge any price for the product or service up to and including the maximum price we impose and no less than the minimum price we impose.

### 13. MARKS

A. Ownership and Goodwill. Your right to use the Marks is derived only from this Agreement and is limited to your operating your Another Side Tours Business in the Operating Area according to this Agreement and all System Standards we prescribe during the Term of this Agreement. You acknowledge and agree that your use of the Marks and any goodwill established by that use are exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate your Another Side Tours Business under this Agreement). You may not at any time during or the Term contest or assist any other person in contesting the validity, or our ownership, of the Marks.

#### B. Limitations on Your Use of Marks.

(1) You agree to use the Marks as the sole identification of your Another Side Tours Business, except that you agree to identify yourself as its independent operator in the manner we prescribe. Unless you obtain our prior written consent, you may not use any Mark, any derivatives of the Marks or similar mark:

(a) as part of any corporate or legal business name; (b) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you); (c) in selling any unauthorized services or products; or (d) in any other manner that we have not expressly authorized in writing. You may not use any Mark in advertising the transfer, sale, or other disposition of your Another Side Tours Business or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You agree to display the Marks prominently as we prescribe at your Another Side Tours Business and on forms, advertising, supplies, and other materials we designate. You must ensure that the Marks bear the “®”, “™”, or “SM” symbol, as we

prescribe from time to time. You agree to give the notices of trade and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

C. Use of Marks on Internet. You may not use the Marks on any Internet domain name, e-mail address, Internet Website, our prior written consent. You may use the Marks on social media or other websites without consent as long as the content meets the guidelines set forth in the Manual.

D. Notification of Infringements and Claims. You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark or of any person's claim of any rights in any Mark, and not to communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You agree to sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks. We will reimburse you for your costs of taking any action that we have asked you to take.

E. Discontinuance of Use of Marks. If it becomes advisable at any time, for any reason, for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute Marks, you agree to comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing your Another Side Tours Business' signs or any printed collateral, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute Mark.

F. Indemnification for Use of Marks. We agree to reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding, and you have used the Mark(s) in compliance with this Agreement, the Manual, and any other directives from us. At our option, we may defend and control the defense of any proceeding arising from your use of any Mark under this Agreement.

#### 14. YOUR ORGANIZATIONAL STRUCTURE

##### A. Representations.

(1) If you are a corporation, a limited liability company or a partnership (“**Entity**”), you make the following representations and warranties: (a) you are duly organized and validly existing under the laws of the state of formation; (b) you are qualified to do business in the state, county, and city in which your Another Side Tours Business is located; (c) execution of this Agreement and the development and operation of your Another Side Tours Business is permitted by your governing documents; (d) unless waived in writing by us, your Articles of Incorporation, Articles of Organization or written partnership agreement must at all times provide that your activities are limited to the development and operation of Another Side Tours Business and other businesses operated by you that are franchised by us or our affiliates; and (e) all interests in you are owned as set forth in attached Exhibit 4; (f) each person owning 5% interest in Franchisee has executed a guaranty agreement (Exhibit 5) undertaking to be bound by the provisions of the Agreement.

(2) If you are an individual, a group of individuals, or a partnership comprised solely of individuals, you make the following additional representations and warranties: (a) each individual has signed this Agreement; (b) each individual will be jointly and severally bound by, and personally liable for the timely

and complete performance and breach of, each and every provision of this Agreement; and (c) notwithstanding any transfer for convenience of ownership, each individual will continue to be jointly and severally bound by, and personally liable for the timely and complete performance and breach of, each and every provision of this Agreement.

B. **Governing Documents.** If you are an Entity, then you must provide to us copies of your organizational and governing documents (“**Governing Documents**”). When any of these governing documents are modified or changed, you must promptly provide copies to us. You must maintain a current list of all of your owners, members or partners (and the percentage ownership of each owner, member or partner). You must comply with Section 16.B prior to any change in ownership interests and sign and deliver to us a revised Exhibit 4 to reflect any permitted changes in the information that Exhibit 4 now contains. If you are an Entity, you must maintain stop -transfer instructions against the transfer on your records of any voting securities, membership interests or ownership interests. If you are a publicly held corporation, these requirements will apply only to the stock owned by your shareholders who have an ownership interest in you in excess of 10%.

C. **Personal Guaranty.** Each of your owners who hold an ownership interest in you of more than 5% at any point during the Term of this Agreement must sign a guaranty in the form we prescribe undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. Our current form of guaranty is attached as Exhibit 5.

D. **Operating Principal.**

(1) If you are owned by more than one individual or you are an Entity, you must designate and retain an individual (which may be one of your owners) to serve as your Operating Principal. The Operating Principal as of the date of this Agreement is identified in Exhibit 4. The Operating Principal, at all times, must have at least a 10% equity ownership interest in you and must be responsible for overseeing and supervising the operation of your Another Side Tours Business. The Operating Principal will be the person with whom we will communicate on all major policy, financial, management, and operational matters, and the only person that we will recognize as having authority to communicate for and on your behalf. You may not change the Operating Principal without our prior written consent.

(2) If the Operating Principal does not meet our qualifications and requirements regarding experience in the industry, you will be required, prior to opening your Another Side Tours Business for business, to retain a Business Manager that meets our qualifications and requirements. Our qualifications and requirements are identified in our Confidential Operations Manual.

(3) The Operating Principal and Business Manager must successfully complete the Initial Training Program and any additional training that we require. The Operating Principal or Business Manager must be the primary manager of your Another Side Tours Business. He or she may not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility or time commitments, or that may otherwise conflict with the Operating Principal’s obligations under the Franchise Agreement.

(4) If the relationship of the Business Manager terminates or materially changes, you agree to promptly designate a replacement Business Manager, and the Operating Principal must assume all of the obligations of the Business Manager during the interim period. The initial Business Manager must successfully complete our New Owner Training Program before your Another Side Tours Business opens for business.

Any replacement Business Manager must complete our initial training program before engaging in any business pertaining to your Another Side Tours Business. The Operating Principal must maintain his or her primary residence within a reasonable driving distance of your Another Side Tours Business.

(5) If the Operating Principal no longer qualifies as such, you must designate another qualified person to act as Operating Principal within 30 days after the date the prior Operating Principal ceases to be qualified. Your designee to become the Operating Principal must successfully complete the Initial Training Program and any additional training we require within 30 days after being designated as your Operating Principal.

15. TRANSFER BY US. We have the absolute, unrestricted right, exercisable at any time, to change our ownership or form and/or transfer and assign all or any part of our rights and obligations under this Agreement to any person or legal entity without your consent. After our transfer or assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer will have any performance or other obligations under this Agreement.

16. TRANSFER BY YOU

A. Transfer Generally. You understand and acknowledge that the rights and duties this Agreement creates are personal to you (or, if you are an Entity, to your owners) and that we have granted the Franchise to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, neither you nor any immediate or remote successor to any part of your interest in this Agreement, nor any individual or Entity which directly or indirectly controls you may sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest in you, this Agreement, the Franchise, your Another Side Tours Business, the Primary Assets of your Another Side Tours Business, the Operating Area, any leases for Primary Assets or any other assets pertaining to your operations under this Agreement (collectively "**Transfer**") without our prior written consent. Except as otherwise provided in this Agreement, any purported Transfer, by operation of law or otherwise, not having our prior written consent will have no effect with regard to us and will constitute a material breach of this Agreement, for which we may terminate this Agreement without providing you an opportunity to cure the breach.

B. Conditions for Approval of Transfer.

(1) You must advise us in writing of any proposed Transfer, submit (or cause the proposed transferee to submit) a franchise application for the proposed transferee, a copy of all contracts and all other agreements or proposals, and all other information requested by us, relating to the proposed Transfer. Along with that required information, you must pay to us a transfer fee described below in Section 16.B.2 ("**Transfer Fee**"). The Transfer Fee is non-refundable, however, if the proposed transfer transaction does not close, then we shall apply the Transfer Fee against the transfer fee for any subsequent transfer that you close within the 12-month period following your initial transfer application. If we do not exercise our right of first refusal (as set forth in Section 16.G), the decision as to whether or not to approve a proposed Transfer will be made by us in our sole discretion and will include numerous factors deemed relevant by us. These factors may include, but will not be limited to, the following:

(a) the proposed transferee meets our then-current standards for new franchisees and has sufficient business experience, aptitude, and financial resources to operate your Another Side Tours Business; required reports and statements and are not in violation of this Agreement.

(b) you have paid all amounts owed to us, our affiliates, and third-party vendors and suppliers, have submitted all required reports and statements, and are not in violation of this Agreement.

(c) neither the proposed transferee nor its owners or affiliates have an ownership interest (direct or indirect) in or perform services for a Competing Business (as defined in Section 3.C);

(d) the proposed transferee (or its Operating Principal) satisfactorily completes the Initial Training Program (and any other required training programs we require) and pays any then-current training fees.

(e) the proposed transferee has demonstrated an ability to obtain possessory rights in the Operating Area.

(f) you have corrected any existing deficiencies of your Another Side Tours Business of which we have notified you, and/or the proposed transferee agrees to upgrade, renovate, and refurbish your Another Side Tours Business in accordance with our then current requirements and specifications for Another Side Tours Business within the time period we specify following the effective date of the Transfer (we will advise the proposed transferee before the effective date of the Transfer of the specific actions that are required and the time period within which such actions must be taken);

(g) if you or your owners finance any part of the purchase price, you and/or your owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in your Another Side Tours Business are subordinate to the transferee's obligation to pay Royalties, Brand Development Fund contributions, and other amounts due to us, our affiliates, and third party suppliers and vendors and otherwise to comply with this Agreement; and

(h) you (and your transferring owners) must sign a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, officers, directors, employees, and agents.

(i) you modify and/or upgrade certain fixtures, equipment, features, and computer hardware or software to our then current standards prior to the closing of the proposed transfer.

(2) If we approve a proposed Transfer, prior to the Transfer becoming effective:

(a) you or the proposed transferee must pay to us the balance of the nonrefundable Transfer Fee, to reimburse us for reasonable expenses associated with reviewing the Transfer. The Transfer Fee will be waived if the proposed transferee: (1) is an Entity formed by you for the convenience of ownership as set forth in Section 16.C; or (2) has obtained your Another Side Tours Business as a result of your death or permanent incapacity as provided in Section 16.D.

(i) Transfer Fee for Current Franchisee to New Entity is one thousand, five hundred dollars (\$1,500) per transfer.

(ii) Transfer Fee to Transfer Ownership to an Existing Another Side Tours Franchisee is fifty percent (50%) of the current franchise fee per transfer with a five thousand dollar (\$5,000) non-refundable deposit.

(iii) Transfer Fee to a New Owner is seventy-five percent (75%) of the current franchise fee per transfer with a five thousand dollar (\$5,000) non-refundable deposit.

(b) if the franchise candidate for the Transfer comes through the investigation process with a franchise sales broker that we have retained, then the transferee must pay our then-current Initial Franchise Fee. This enables us to pay the additional costs we incur, including the payment of the broker's commission.

(c) you and the proposed transferee must sign, at our election, either an assignment agreement and any amendments to this Agreement deemed necessary or desirable by us to reflect the Transfer or our then-current standard form of franchise agreement for a term ending on the expiration date of the Initial Term or Successor Term, as the case may be, of this Agreement. In either event, if the proposed transferee is an Entity, the transferee must complete Exhibit 4 as required by Section 14.B and all individuals who hold or will hold an ownership interest in Franchisee of more than 5% must sign the guaranty attached as Exhibit 5;

(d) the proposed transferee must sign our then-current license agreements or service agreements related to the Technology System; and

(e) you (and all of your owners) must, at our request, sign a written guaranty pursuant to which you will remain liable for all obligations to us incurred before the date of the Transfer.

(3) Following the effective date of the Transfer:

(a) you and your transferring owners agree not to engage in any of the activities proscribed Section 18.B below, for the Restricted Period in the Restricted Area; and

(b) you and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other Another Side Tours Business you own and operate) identify yourself or themselves or any business as a current or former Another Side Tours Business or as one of our franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a Another Side Tours Business in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us.

C. **Transfer for Convenience of Ownership.** If you are an individual or a partnership and you would like to Transfer this Agreement to a corporation or limited liability company formed exclusively for the convenience of ownership, the requirements of Section 16.B will apply to such a Transfer; however, you will not be required to pay a Transfer Fee. Our approval also will be conditioned on the following: (1) the corporation or limited liability company must be newly organized; (2) prior to the Transfer, we must receive a copy of the documents specified in Section 14.B and the transferee must comply with the remaining provisions of Section 16; (3) you must own all voting securities of the corporation or membership interests of the limited liability company or, if you are owned by more than one individual, each person must have the same proportionate ownership interest in the corporation or the limited liability company as prior to the Transfer; and (4) you and your owners must agree to remain personally liable under this Agreement as if the Transfer to the corporation or limited liability company did not occur.

D. **Transfer upon Your Death or Permanent Incapacity.** If the Transfer is a transfer of ownership interests in you following the death or permanent incapacity (as reasonably determined by us) of one of your owners, that person's executor, administrator or other personal representative must apply to us in writing within 90 days after death or declaration of disability for consent to Transfer this person's interest to a third party that we have approved. We do not charge a Transfer fee under this Section 16.D. That Transfer must be completed within a reasonable time, not to exceed 6 months from the date of death or disability, and is subject to all of the terms and conditions in this Section 16. A failure to Transfer your interest in this Agreement or

the Operating Principal's ownership interest in you within this time period will constitute a breach of this Agreement.

E. No Rights to Grant a Security Interest. You may not grant any security interest in your business entity, your Another Side Tours Business, the Operating Area or the Primary Assets without our prior written approval. Our approval may be conditioned, in our sole discretion, on the written agreement by the secured party that, in the event of a default by you under any agreement related to the security interest, we will have the right and option (but not the obligation) to purchase the rights of the secured party upon payment of the fair market value of the secured assets.

F. Effect of Consent to Transfer. Our consent to any Transfer is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of your Another Side Tours Business' or the transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand your and your transferee's full compliance with this Agreement.

G. Our Right of First Refusal.

(1) We have the right, exercisable within 10 days after receipt of the notice specified in Section 16.B(1) to send written notice to you that we intend to purchase the interest proposed to be transferred. We may assign our right of first refusal to someone else either before or after we exercise it. Our right of first refusal will not apply with regard to Transfers for Convenience of Ownership under Section 16.C. If the Transfer is proposed to be made pursuant to a sale, we or our designee may purchase the interest proposed to be transferred on the same economic terms and conditions offered by the third-party. Closing on our purchase must occur within 60 days after the date of our notice to the seller electing to purchase the interest. If we cannot reasonably be expected to furnish the same consideration as the third-party, then we may substitute the reasonable equivalent in cash. If the parties cannot agree within 30 days on the reasonable equivalent in cash, we will designate, at our expense, an independent appraiser, and the appraiser's determination will be final. Any material change in the terms of the offer from a third party after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as the third party's initial offer.

(2) If a Transfer to which our right of first refusal applies is proposed to be made by gift, we will designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. We may purchase the interest at the fair market value determined by the appraiser. Closing on the purchase will occur within 30 days after our notice to the transferor of the appraisers' determination of fair market value.

(3) If we elect not to exercise our rights under this Section 16.G, the transferor may complete the Transfer after complying with this Section 16. Closing on the Transfer must occur within 60 days of our election (or such longer period as applicable law may require); otherwise, the third-party's offer will be treated as a new offer subject to our right of first refusal. The Transfer is conditional upon our determination that the Transfer was completed on terms substantially the same as those offered to us. You must provide to us copies of all fully executed agreements and any other information we request relating to the Transfer.

H. Public Offering. Securities or partnership interests in you may be sold, by private or public offering, only with our prior written consent (whether or not our consent is required under any other provision of this Section), which consent will not be unreasonably withheld. In addition to the requirements of Section 16.B, prior to the time that any public offering or private placement of securities or partnership interests in you is made available to potential investors, you at your expense, must deliver to us a copy of the offering

documents. You, at your expense, also must deliver to us an opinion of your legal counsel and an opinion of one other legal counsel selected by us (both of which shall be addressed to us and in a form acceptable to us) that the offering documents properly use the Marks and accurately describe your relationship with us and/or our affiliates. The indemnification provisions of Section 23 shall also include any losses or expenses incurred by us and/or our affiliates in connection with any statements made by or on behalf of you in any public offering or private placement of your securities, ordinances, and Claims arising out of, or relating to this Agreement and all other agreements between you or any Franchisee Releasor and any One Tour At A Time Releasee, the sale of a franchise to you or any Franchisee Releasor, the development and operation of your Another Side Tours Business and the development and operation of all other Another Side Tours Business operated by you or any Franchisee Releasor that are franchised by any One Tour At A Time Releasee. This General Release does not release any claims arising from representations made in our Franchise Disclosure Document or its exhibits or otherwise impair or affect any claims arising after the date of this Agreement. You (on behalf of the Franchisee Releasors) expressly agree that, with respect to this release, any and all rights granted under Section 1542 of the California Civil Code are expressly waived, to the extent applicable. That Section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

## 17. COVENANTS

A. Confidential Information. During and after the Term, you may not communicate, divulge or use for any purpose other than the operation of your Another Side Tours Business any confidential information, knowledge, trade secrets or know-how which may be communicated to you or which you may learn by virtue of your relationship with us (“**Confidential Information**”). You may divulge Confidential Information only to your professional advisers and to your employees who must have access to the information to operate your Another Side Tours Business. All Confidential Information, relating to us, our business plans, or the System are deemed confidential for purposes of this Agreement, except information that you can demonstrate came to your attention by lawful means prior to our disclosure; or which, at the time of our disclosure to you, had become a part of the public domain. You must require your Operating Principal and key employees and any other person or entity you wish to disclose any Confidential Information to sign agreements, in a form acceptable to us, that they will maintain the confidentiality of the disclosed information. The agreements must identify us as a third-party beneficiary with the independent right to enforce the agreements.

### B. Restrictions.

(1) You acknowledge and agree that: (a) pursuant to this Agreement, you will have access to the Confidential Information; (b) the System and the opportunities, associations and experience established by us and acquired by you under this Agreement are of substantial and material value; (c) in developing the System, we and our affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; (d) we would be unable to adequately protect the System and the Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information among Another Side Tours Business if our franchisees were permitted to hold interests in “**Competing Businesses**” (defined in Section 3.C), unless you already owned and operated such business activity prior to joining the franchise and disclosed such prior operations

to us in writing. Such prior operations shall not be deemed a Competing Businesses provided that you have disclosed such business activity in writing to us and received our written acknowledgment that such business activity shall not be deemed a Competing Business. You acknowledge that restrictions on your right to hold interests in, or perform services for Competing Businesses will not hinder your activities. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the restrictions contained in this Section will not deprive you of your personal goodwill or ability to earn a living.

(2) You therefore agree that, during the Term of this Agreement and for the “**Restricted Period**” following the expiration or earlier termination of this Agreement, you and your owners will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation, limited liability company, or other entity:

(a) own, maintain, operate, engage in, franchise or license, advise, help, make loans to, or have any direct or indirect controlling or non-controlling interest as an owner (whether of record, beneficially, or otherwise) or be or perform services as a partner, director, officer, manager, employee, consultant, representative, or agent in any Competing Business; or

(b) divert or attempt to divert, by direct or indirect inducement or otherwise, any actual or potential business or customer of any Another Side Tours Business to a Competing Business.

(3) For purposes of this Agreement, the term “**Restricted Period**” shall be two (2) years from the date the Agreement expires or is terminated; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end one (1) year from the date the Agreement expires or is terminated; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end six (6) months from the date the Agreement expires or is terminated.

(4) During the Term of this Agreement, there is no geographical limitation on the restrictions contained in this Section 18.B. During the Restricted Period, these restrictions will apply in the Operating Area; within the Protected Area; within a 5-mile radius of the outer boundaries of the Protected Area; and within 5 miles of the outer edge of any other Another Side Tours Business Protected Area, in operation or under construction on the later of: (i) the date of the termination or expiration of this Agreement; or (ii) the date on which all persons restricted by Section 18.B begin to comply with Section 18.B (the “**Restricted Area**”).

(5) If, at any time during the Restricted Period, you or your owners fail to comply with your obligations contained in this Section 18.B, that period of noncompliance will not be credited toward the satisfaction of your obligations under this Section 18.B. These restrictions also apply after Transfers, as provided in Section 16.B(3) above. Equity ownership of less than 2% of a Competing Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this Section 18.B.

(6) If any restriction in this Section 18.B is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant’s validity. Specifically, if any part of these restrictions is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable.

(7) You agree to obtain similar covenants from the personnel and persons we specify, including your officers, directors, managers and other employees who attend our training programs or have access to Confidential Information and your immediate family members (which include spouses and domestic partners and such other persons as we may specify following our review of your franchise application and proposed operations and ownership structure). We have the right to regulate the form of agreement that you use and to be a third-party beneficiary of that agreement with independent enforcement rights.

## 18. TERMINATION

### A. Termination by You. Franchisee may terminate this Agreement:

(1) upon the material default by Franchisor of one or more provisions of this Agreement provided that the Franchisee provides written notice of the default to Franchisor along with no less than sixty (60) days to cure the default. If the default outlined in Franchisee's notice of default cannot be cured within sixty (60) days and Franchisor is making commercially reasonable efforts to cure the default, the cure period shall be extended for an additional sixty (60) days. If you terminate this Agreement, you must still comply with your post-termination obligations described in Section 20 and all other obligations that survive the expiration or termination of this Agreement; or

(2) without cause upon sixty (60) days' prior written notice, provided that:

(a) such notice is given after the second anniversary of the date you began operating your Another Side Tours Business.

(b) you pay any applicable termination fee.

(c) you comply with all post termination obligations contained in any other agreements between us or our affiliates and you, including any post termination obligations contained in any leases for Equipment; and

(d) you execute and deliver a voluntary termination and separation agreement in form and substance satisfactory to us in our reasonable discretion.

B. Termination by Franchisor Without Cure Period. In addition to the grounds for termination that may be stated elsewhere in this Agreement, we may terminate this Agreement and the rights granted by this Agreement, upon written notice to you without an opportunity to cure upon the occurrence of any of the following events:

(1) you do not open your Another Side Tours Business within the time period prescribed in Section 6.D;

(2) you abandon or fail actively to operate your Another Side Tours Business for a period of three (3) or more consecutive weeks, unless you close your Another Side Tours Business: (i) due to a reason we approve in writing; (ii) because of Force Majeure, as defined in Section 25.C; (iii) due to bona fide concern that operation of your Another Side Tours Business will result in the spread of disease or exacerbation of a declared epidemic or pandemic, or other, similar health crisis; or (iv) due to historical seasonal demand fluctuations, such as those experienced during winter months in certain cold weather climates;

(3) you become insolvent; you make an assignment for the benefit of creditors or admit

in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; your Another Side Tours Business is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within 30 days; or any order appointing a receiver, trustee, or liquidator of you or your Another Side Tours Business is not vacated within 30 days following the order's entry;

(4) there is a material breach by you of any covenant or obligation set forth in Section 18;

(5) any Transfer that requires our prior written approval occurs without your having obtained that prior written approval.

(6) we discover that you made a material misrepresentation or omitted a material fact in the information that you provided to us in connection with our decision to grant a Franchise to you;

(7) you knowingly falsify any report required to be furnished to us; make any material misrepresentation in your dealings with us; or fail to disclose any material facts to us;

(8) we make a reasonable determination that continued operation of your Another Side Tours Business by you will result in an imminent danger to public health or safety.

(9) you lose the right to operate in your Territory and you are unable to regain the right to operate in your Territory within 6 (six) months.

(10) you, the Operating Principal, your Business Manager or any of your owners are convicted of, or plead no contest to, a felony charge, a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in our sole opinion, to adversely affect us, our affiliates, the goodwill associated with the Marks, or the System.

(11) you, or your Operating Principal, do not satisfactorily complete the Initial Training Program (after we provide a second opportunity as provided in Section 11.A(3));

(12) you understate the Gross Sales of your Another Side Tours Business for any period by 2% or more 3 or more times during any 3-year period.

(13) your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation; you or your owners: (a) remain in default beyond the applicable cure period under, or we terminate, any other agreement with us or our affiliates (provided that, if the default is not by you, we will provide to you written notice of the default and a 30-day period to cure the default); (b) remain in default beyond the applicable cure period under any real estate lease, equipment lease, or financing instrument relating to your Another Side Tours Business; (c) remain in default beyond the applicable cure period under any contract with any vendor or supplier to your Another Side Tours Business; or (d) fail to pay when due any taxes or assessments relating to your Another Side Tours Business or its employees, unless you are actively prosecuting or defending the claim or suit in a court of competent jurisdiction or by appropriate government administrative procedure or by arbitration or mediation conducted by a recognized alternative dispute resolution organization;

(14) you interfere with our relations with other franchisees, third parties and/or negatively

impact our ability to operate and/or grant franchises under our System; or

(15) you materially breach any representation or warranty set forth in Section 30.

(16) You fail to maintain all insurance policies required by Section 12.I of this Agreement and/or you allow or communicate your intent to allow any policy of insurance required by this Agreement to expire, lapse, cancel or terminate; provided, however, that in the event that an insurance carrier drops you from coverage, you must cease operations and will be given ninety (90) days to seek and obtain replacement insurance coverage and resume operations.

C. Termination Following Expiration of Cure Period

(1) Except for those items listed in preceding Section 19.B or 19.C(2), you will have 30 days after written receipt of notice of default from us within which to remedy any default and provide evidence of that remedy to us. If any default is not cured within that time, this Agreement will terminate without further notice to you effective immediately upon expiration of that time, unless we notify you otherwise in writing. Notwithstanding the foregoing, if the default cannot be corrected within 30 days, you will have such additional time to correct the default as reasonably required (not to exceed 90 days) provided that you promptly begin taking the actions necessary to correct the default during the 30-day cure period and diligently and in good faith pursue those actions to completion. You will be in default under this Section 19.C(1) for any failure to materially comply with any of the requirements imposed by this Agreement, the Manual or otherwise in writing, or to carry out the terms of this Agreement in good faith.

(2) Notwithstanding the provisions of preceding Section 19.C(1), if you default in the payment of any monies owed to us or our affiliates when such monies become due and payable and you fail to pay such monies within 5 days after receiving written notice of default or immediately if payment has not been made within 30 days of its due date, then this Agreement will terminate effective immediately upon expiration of that time, unless we notify you otherwise in writing.

(3) If you have received two (2) or more notices of default within the previous 12-month period, we may send you a notice of termination upon your next default within that 12-month period without providing you an opportunity to remedy the default.

D. Termination Following Inspection. We (or our designee) may periodically conduct inspections of your Another Side Tours Business to evaluate your compliance with the System and this Agreement. Following each Inspection, we will provide to you an Inspection report and Inspection score on the Inspection and those conditions at your Another Side Tours Business that must be rectified. If you fail to achieve a passing score on an Inspection, the Inspection report will constitute a notice of default. If you fail to achieve a passing score on the next Inspection (which we will conduct at least 30 days after your receipt of the Inspection report for the prior Inspection), we may terminate this Agreement, without opportunity to cure, by providing you written notice of termination along with the Inspection report.

19. OBLIGATIONS UPON TERMINATION OR EXPIRATION

A. Your Obligations. Upon termination or expiration of this Agreement:

(1) The rights granted to you in the Protected Area immediately will terminate, and we will have the right to operate, or license others to operate, Another Side Tours Business anywhere in the Protected Area.

(2) You and your owners must continue to abide by the covenants in Section 18;

(3) Within 15 days, or on any later date that we determine the amounts due to us and our affiliates, you must pay to us and our affiliates all sums due and owing to us and our affiliates.

(4) You must immediately discontinue all use of the Marks in connection with your Another Side Tours Business and of any and all items bearing the Marks; remove the Marks from your Another Side Tours Business and from clothing, signs, materials, motor vehicles and other items owned or used by you in the operation of your Another Side Tours Business; cancel all advertising for your Another Side Tours Business that contains the Marks; and take such action as may be necessary to cancel any filings or registrations for your Another Side Tours Business that contain any Marks. You must comply with this Section 20.A before any items bearing the Marks are offered for sale or auction by you or your Franchisors or lienholders.

(5) You must immediately cease using any of our Confidential Information (including the Technology System or similar technology and digital passwords and identifications that we have licensed or loaned to you or that otherwise are proprietary to us or the System) in any business or otherwise and return to us the Technology System, your client list, your telephone numbers, your email addresses, your social media pages, all copies of the Manual, and any other confidential materials that we have loaned you;

(6) Within 30 days, you must deliver to us all signs, sign-faces, sign-cabinets, marketing materials, forms, and other materials containing any Mark, or otherwise identifying or relating to a Another Side Tours Business that we request and allow us, without liability to you or third parties for trespass or any other claim, to enter the Operating Area and remove these items from Another Side Tours Business;

(7) You agree to promptly notify the telephone company, all telephone directory publishers, and all domain name registries, social media platforms, and internet service providers of the termination or expiration of your right to use any telephone numbers, facsimile numbers, URLs and domain names, or other numbers, names and telephone directory listings associated with any Mark; to authorize the transfer of these numbers, names and directory listings to us or to a third party, at our direction; and/or to instruct the telephone company, domain name registries and internet service providers to forward all calls, e-mails and electronic communications made to your names, numbers or addresses to names, numbers or addresses we specify. If you fail to do so, we may take whatever action and sign whatever documents we deem appropriate on your behalf to effect these events.

(8) If we do not have or do not exercise an option to purchase the Assets (as defined in Section 21) of Another Side Tours Business under Section 21 below, you agree promptly and at your own expense to make the alterations we specify in our Manual (or otherwise) to distinguish your Another Side Tours Business clearly from its former appearance and from other Another Side Tours Business in order to prevent public confusion. If you fail to promptly make these alterations and modifications, we will have the right (at your expense, to be paid upon your receipt of an invoice from us) to do so without being guilty of trespass or other tort; and

(9) If you are a party to any lease agreements for any Equipment from us or any of our affiliates, you agree to return all Equipment promptly in accordance with such lease agreements and comply with all other obligations contained therein.

B. Evidence of Compliance. You must furnish to us, within 30 days after the effective date of termination or expiration, evidence (certified to be true, complete, accurate and correct by you or by your chief executive officer if you are a corporation; by your manager, if you are a limited liability company; or by your general partner, if you are a partnership) satisfactory to us of your compliance with Sections 20.A.

C. **Prohibition from Engaging in Future Conduct.** Upon termination or expiration of this Agreement and your satisfaction of the covenants set forth in Section 18, you agree that you will not, except with respect to a business franchised by us or our affiliates which is then open and operating pursuant to an effective franchise agreement: (1) operate or do business under any name or in any manner that might tend to give the public the impression that you are connected in any way with us or our affiliates or have any right to use the System or the Marks; (2) make, use or avail yourself of any of the materials or Confidential Information furnished or disclosed by us or our affiliates under this Agreement or disclose or reveal any such materials or Confidential Information or any portion of those materials or Confidential Information to anyone else; or (3) assist anyone not licensed by us or our affiliates to construct or equip a business substantially similar to a Another Side Tours Business.

D. **Continuing Obligations.** All of our and your (and your owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding the expiration or termination and until the obligations are satisfied in full or by their nature expire.

E. **No Exclusive Remedy.** No right or remedy conferred upon or reserved to us in this Section 20 is exclusive of any other right or remedy provided or permitted by law or equity.

## 20. OUR OPTION TO PURCHASE CERTAIN ASSETS OF YOUR ANOTHER SIDE TOURS BUSINESS

A. **Scope.** Upon the expiration or termination of this Agreement for any reason, we will provide written notice to you, within 30 days after the effective date of termination or expiration, if we intend to exercise our option to purchase from you some or all of your Assets used in your Another Side Tours Business. As used in this Agreement, the term "**Assets**" means and includes, without limitation, leasehold improvements, equipment, vehicles, furnishings, fixtures, signs and inventory (non-perishable products, materials and supplies) used in your Another Side Tours Business, real or personal property leases, and any licenses necessary to operate your Another Side Tours Business. We will have the unrestricted right to assign this option to purchase the Assets. We or our assignee will be entitled to all customary representations and warranties that the Assets are free and clear (or, if not, accurate and complete disclosure) as to: (1) ownership, condition and title; (2) liens and encumbrances; (3) environmental and hazardous substances; and (4) validity of contracts and liabilities inuring to us or affecting the Assets, whether contingent or otherwise.

B. **Purchase Price.** The purchase price for the Assets ("**Purchase Price**") will be their fair market value, determined as of the effective date of purchase in a manner that accounts for customary depreciation and condition of the Assets; provided, however, that the Purchase Price will take into account the termination of this Agreement. Further, the Purchase Price for the Assets will not contain any factor or increment for any of the Marks, or other trademarks, service marks or commercial symbols used in connection with the operation of your Another Side Tours Business nor any goodwill or "**going concern**" value for your Another Side Tours Business. We may exclude from the Assets purchased in accordance with this Section any equipment, vehicles, furnishings, fixtures, signs, and inventory that are not approved as meeting then-current standards for a Another Side Tours Business or for which you cannot deliver a Bill of Sale in a form satisfactory to us.

C. **Certified Appraisers.** If we and you are unable to agree on the fair market value of the Assets within 30 days after your receipt of our notice of our intent to exercise our option to purchase the Assets, the fair market value will be determined by two professionally certified appraisers, one selected by you and one selected by us. If the valuations set by the two appraisers differ by more than 10%, the two appraisers will select a third professionally certified appraiser who also will appraise the fair market value of the Assets. The

Appraiser shall consider, among other things: (1) the ownership, condition and title of the Assets; (2) liens and encumbrances on the Assets; (3) environmental and hazardous substances at or upon the Operating Area; and (4) the validity of contracts and liabilities inuring to us or affecting the Assets, whether contingent or otherwise. The average value set by the appraisers (whether two or three appraisers as the case may be) will be conclusive and will be the Purchase Price. The appraisers will be given full access to your Another Side Tours Business, the Operating Area and your books and records during customary business hours to conduct the appraisal and will value the Assets to be purchased in accordance with the standards of this Section 21. The appraisers' fees and costs will be borne equally by you and us.

D. **Exercise of Option.** Within ten (10) days after the Purchase Price has been determined, we may exercise our option to purchase the Assets by so notifying you in writing ("Purchase Notice"). The Purchase Price will be paid in United States Dollars. You will give us and our representatives access to your Another Side Tours Business and the Operating Area at all reasonable times for the purpose of conducting inspections of the Assets, provided that such access does not unreasonably interfere with your operations of your Another Side Tours Business. Prior to the end of the Due Diligence Period, we will notify you in writing of any objections that we have to any finding disclosed in any title search, lien search, survey, environmental assessment or inspection. If you cannot or elect not to correct any such title defect, environmental objection, defect in the working condition of the Assets or any other objection, we will have the option to either accept the condition of the Assets as it exists or rescind our Purchase Notice, on or before the Closing.

E. **Site Leases.** If a storage unit or area, storefront, or other location is leased, you agree to use reasonable efforts to effect a termination of the existing lease. If the lease is assigned to us or we sublease the site from you, we will indemnify and hold you harmless from any ongoing liability under the lease from the date we assume possession of the site, and you will indemnify and hold us harmless from any liability under the lease prior to and including that date.

## 21. RELATIONSHIP OF THE PARTIES

A. **Independent Contractors.** You and we agree and acknowledge that this Agreement is intended solely to create an independent contractor relationship between us. Nothing in this Agreement is deemed or construed to create a joint venture, partnership or agency relationship between you and us for any purpose.

B. Except as otherwise explicitly set forth herein, you and we do not have any authority to bind or commit the other to any agreement, commitment, or obligation. You and we agree and acknowledge that you and only you shall possess and/or exercise substantial direct and immediate control over the essential terms and conditions of employment of your employees. You are, subject to compliance with applicable local, state, and federal laws, solely responsible for: (1) setting the wages, benefits, and related compensation of your employees; (2) setting the work schedules and hours requirements for your employees; (3) assigning work duties to your employees; (4) establishing, communicating, and enforcing rules, directions, means and methods of performance, and employee discipline to your employees; (5) hiring and firing your employees; and (6) establishing and maintaining safety standards for your employees. You shall defend, indemnify, and hold us harmless against any and all damages, costs, fees, expenses, settlements, payments, or liabilities incurred by us as a result of or in connection with claims, investigations, demands, suits, actions, inquiries, or allegations made by one or more of your employees, contractors, or subcontractors, or by a governmental authority that we are, in any manner for any purpose, an employer or joint employer of one or more of your employees, contractors, or subcontractors.

C. **Taxes.** We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied upon you or your Another Side Tours Business, due to the

business you conduct (except for our income taxes). You are responsible for paying these taxes and must reimburse us for any taxes that we must pay to any state taxing authority on account of either your operation or payments that you make to us.

## 22. INDEMNIFICATION

A. You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective shareholders, members, owners, managers, directors, officers, employees, agents, successors, and assignees (“**Indemnified Parties**”) against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the operation of your Another Side Tours Business, the business you conduct under this Agreement, or your breach of this Agreement, including, without limitation, those claims alleged to be or found to have been caused by the Indemnified Party’s negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our own gross negligence, fraud or willful misconduct, or pursuant to strict liability, in a final, unappealable ruling issued by a court with competent jurisdiction.

B. For purposes of this Section 23, “**claims**” include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants’, attorneys’, and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other remedial, corrective, or other actions. We have the right to designate attorneys that you must retain to defend any claims subject to this Section 23.

C. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this Section 23. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 23.

## 23. SEVERABILITY AND CONSTRUCTION

A. Severability. Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

B. Alteration to Agreement by Rule of Law. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement’s termination or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

C. No Third-Party Beneficiaries. Except as otherwise provided in Section 23, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than us and you as the parties to this Agreement and our affiliates and such of our heirs, successors and assigns, any rights or remedies under or by reason of this Agreement.

D. Interpretation. No provision of this Agreement should be interpreted in favor of, or against any party because of the party that drafted this Agreement.

E. Our Discretion. Whenever we have expressly reserved in this Agreement a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make such decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests. This also applies if we are deemed to have a right and/or discretion. Our judgment of what is in the best interests of the System, at the time our decision is made or its right or discretion is exercised, can be made without regard to whether: (1) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by us; (2) our decision or the action taken promotes our financial or other individual interest; (3) our decision or the action taken applies differently to you and one or more other franchisees or our company-owned or affiliate-owned operations; or (4) our decision or the action taken is adverse to your interests. We will have no liability to you for any such decision or action. We and you intend that the exercise of our right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, we and you agree that such covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations under this Agreement.

#### 24. CONSENTS, APPROVALS AND WAIVERS

A. Consents. Whenever this Agreement requires our prior approval or consent, you must make a timely written request to us for that approval or consent, and any approval or consent received, in order to be effective and binding upon us, must be obtained in writing and be signed by one of our authorized officers.

B. Waivers. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of 10 days' prior written notice. We and you will not waive or impair any right, power, or option this Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before the expiration of its Term) because of: any custom or practice at variance with this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including, without limitation, any System Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Another Side Tours Business; the existence of agreements for other Another Side Tours Business which contain provisions different from those contained in this Agreement; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction.

C. Variance by Reason of Force Majeure. If the performance of any obligation by any party under this Agreement is prevented, hindered or delayed by reason of Force Majeure, which cannot be

overcome by reasonable commercial measures, the parties will be relieved of their respective obligations (to the extent that the parties, having exercised best efforts, are prevented, hindered or delayed in such performance) during the period of such Force Majeure. The party whose performance is affected by an event of Force Majeure must give prompt written notice of such Force Majeure event to the other party by setting forth the nature of the Force Majeure and an estimate as to its duration. As used in this Agreement, the term “**Force Majeure**” means any act of God, strike, lock-out or other industrial disturbance, war (declared or within the control of the party affected thereby; provided, however, that epidemics, diseases, pandemics (including but not limited to COVID-19), and any would-be Force Majeure caused by the foregoing exceptions, directly or indirectly, shall not be included within this definition. Additionally, your inability to obtain financing (regardless of the reason) may not constitute Force Majeure.

25. **ENTIRE AGREEMENT.** We and you acknowledge that each element of this Agreement is essential and material and that, except as otherwise provided in this Agreement, you and we will deal with each other in good faith. This Agreement and its attachments, the Manual, and the documents referred to in this Agreement constitute the entire, full and complete agreement between the parties concerning your rights, and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement and its attachments, the Manual, and the documents referred to in this Agreement (including our Franchise Disclosure Document). No obligations or duties that contradict or are inconsistent with the express terms of this Agreement may be implied into this Agreement. Except as expressly set forth in this Agreement, no amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to by you and us and executed in writing. Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

## 26. ENFORCEMENT

A. **Mediation.** Before you or we may bring an action in court, against the other, you and we must first meet to mediate the dispute (except as otherwise provided below). Any such mediation will be non-binding and will be conducted by the American Arbitration Association in accordance with its then-current rules for mediation of commercial disputes. Notwithstanding anything to the contrary, this [Section 27.A](#) will not bar you or us from obtaining judicial or injunctive relief for claims that are based solely on demands for monies owed, or from obtaining injunctive relief against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions, without having to engage in mediation; including, without limitation, claims involving the Marks. The mediation proceeding will be conducted within 30 miles of our then-existing principal business location.

B. **Governing Law.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between you and us will be governed by the laws of the State of Nevada, without regard to its conflict of laws rules, provided, however, that: (1) the provisions of [Section 18](#) shall be interpreted and construed under the laws of the jurisdiction in which your Another Side Tours Business is located.

C. **Consent to Jurisdiction and Venue.** You and we agree that, to the extent any disputes cannot be resolved directly between us, you will file any suit against us only in the federal or state court having jurisdiction where our principal offices are located at the time suit is filed. We may file suit in the federal or state court located in the jurisdiction where our principal offices are located at the time suit is filed or in the

jurisdiction where you reside or do business, where your Another Side Tours Business is or was located, or where the claim arose. You consent to the personal jurisdiction of those courts over you and to venue in those courts.

D. **Waiver of Certain Damages and Rights.** You and we waive, to the fullest extent permitted by law, any right or claim of any punitive or exemplary damages against each other and agree that, in the event of a dispute between us, we each will be limited to the recovery of actual damages sustained. You and we waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits and the right to trial by jury.

E. **Reimbursement of Costs and Expenses.** If either party brings an action to enforce this Agreement in a judicial proceeding, the party prevailing in that proceeding will be entitled to reimbursement of costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, in contemplation of or subsequent to the filing of, the proceeding. If we utilize legal counsel (including in-house counsel employed by us) in connection with any failure by you to comply with this Agreement, you agree to reimburse us for any of the above-listed costs and expenses incurred by us. In any judicial proceeding, the amount of these costs and expenses will be determined by the court and not by a jury.

F. **Rights and Remedies Cumulative.** No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. The provisions of this Section 27 shall survive the expiration or earlier termination of this Agreement.

G. **Limitations of Claims.** Any and all claims and actions arising out of or relating to this Agreement, the relationship between you and us, or your operation of your Another Side Tours Business, must be brought or asserted before the expiration of the earlier of: (1) the time period for bringing an action under any applicable state or federal statute of limitations; (2) 1 year after the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; or (3) 2 years after the first act or omission giving rise to an alleged claim; or it is expressly acknowledged and agreed by all parties that such claims or actions will be irrevocably barred. Our claims attributable to underreporting of sales, and claims of the parties for failure to pay monies owed and/or indemnification will be subject only to the applicable state or federal statute of limitations.

H. **Injunctive Relief.** You recognize that your failure to comply with the terms of this Agreement, including, but not limited to, your failure to fully comply with all post-termination obligations, is likely to cause irreparable harm to us, our affiliates and the System. Therefore, you agree that, in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will be entitled to injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance without showing or proving actual damages and without posting any bond or security. Any equitable remedies sought by us will be in addition to, and not in lieu of, all remedies and rights that you otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

## 27. MISCELLANEOUS

A. **Gender and Number.** All references to gender and number will be construed to include such other gender and number as the context may require.

B. Captions. All captions in this Agreement are intended solely for the convenience of the parties and none will be deemed to affect the meaning or construction of any provision of this Agreement.

C. Counterparts. This Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original.

D. Time. Time is of the essence of this Agreement for each provision in which time is a factor. Whenever this Agreement refers to a period of days or months, the first day or month to be counted will be the day or month of the designated action, event or notice. Days will be measured by calendar days, except that if the last day of a period is a Saturday, Sunday or national holiday, the period automatically will be extended to the next day that is not a Saturday, Sunday or national holiday.

E. Delegation of Performance. You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

F. Compliance with Anti-Terrorism Laws. You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. The term “**Anti-Terrorism Laws**” means Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, the rules, orders and guidelines promulgated by the Office of Foreign Assets Control (“**OFAC**”) and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners’ assets under the Anti-Terrorism Laws, will constitute good cause for immediate termination of this Agreement, as provided in Section 19.B(13) above.

28. NOTICES AND PAYMENTS. No notice, demand, request or other communication to the parties will be binding upon the parties unless the notice is in writing, refers specifically to this Agreement and: (A) if to us, is sent to 11700 W. Charleston BLVD, #170-001, Las Vegas, Nevada 89135 (Attn: Kenneth Lippman); or (B) if to you, is sent to the address and to the individual specified on Exhibit 4 or is sent to the Operating Area of your Another Side Tours Business. Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first refusal of delivery) and may be: (1) delivered personally; (2) transmitted by facsimile or electronic mail to the e-mail address(es) or number(s) set forth above (or in Exhibit 4) with electronic confirmation of receipt; (3) mailed in the United States mail, postage prepaid, certified mail, return receipt requested; or (4) mailed via overnight courier.

29. ACKNOWLEDGMENTS. You represent, acknowledge and warrant to us (and you agree that these representations, acknowledgements and warranties will survive termination of this Agreement) that:

A. you have independently investigated the Another Side Tours Business franchise opportunity and recognize that, like any other business, the nature of the business of Another Side Tours Business may, and probably will, evolve and change over time.

B. an investment in a Another Side Tours Business involves business risks that could result in the loss of a significant portion or all of your investment.

C. your business abilities and efforts are vital to your success.

D. attracting customers for your Another Side Tours Business will require you to make consistent marketing efforts in your community through various methods, including media advertising, and direct mail advertising.

E. you must maintain a high level of customer service and adhere strictly to the System and our System Standards, and that you are committed to maintaining System Standards.

F. you have not received from us or any person or entity representing or claiming to represent us, any representations or guarantees, express or implied, as to the potential volume, sales, income, or profits of a Another Side Tours Business, and that any financial information that may appear in our Franchise Disclosure Document is not a representation or guarantee as to potential volume, sales, income, or profits that you may achieve at a Another Side Tours Business.

G. you have represented to us, to induce our entry into this Agreement, that all statements you have made and all materials you have given us are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the rights under this Agreement.

H. you have read this Agreement and understand and accept that this Agreement's terms and covenants are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards at each Another Side Tours Business, and to protect and preserve the goodwill of the Marks.

I. we have not made any representation, warranty, or other claim regarding this franchise opportunity, other than those made in this Agreement and our Franchise Disclosure Document, and that you have independently evaluated this opportunity, including by using your business professionals and advisors.

J. you have been afforded an opportunity to ask any questions you have and to review any materials of interest to you concerning the Another Side Tours Business franchise opportunity, and that we have not refused to answer any questions, inquiries, or requests.

K. you have been afforded an opportunity, and have been encouraged by us, to have this Agreement and all other agreements and materials we have given or made available to you reviewed by an attorney and have either done so or chosen not to do so; and

L. we may modify the offer of our franchise opportunity to other franchisees in any manner and at any time, and these offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

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

ONE TOUR AT A TIME, LLC

FRANCHISEE

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

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

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

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

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

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

EXHIBIT 1

TO THE ANOTHER SIDE TOURS BUSINESS FRANCHISE

AGREEMENT FRANCHISE INFORMATION

1. **The “Operating Area” (Sections 3.A)** The Another Side Tours Business will be authorized to operate within the following geographic area: \_\_\_\_\_

\_\_\_\_\_

2. **Maps; Discrepancies.** The Operating Area is reflected on maps attached to this Exhibit 1. If there is any discrepancy between the geographic area described in this Exhibit 1 and the maps attached hereto, this Exhibit 1 shall control.

3. **The Initial Franchise Fee (Section 7.A):** \$\_\_\_\_\_.

FRANCHISEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By

\_\_\_\_\_  
Its

\_\_\_\_\_  
Date

SELECTION AREA

Your rights in the Selection Area are subject to the limitations described in Section 5 of the Agreement. Any boundaries contained in the description of the Selection Area will be considered fixed as of the Effective Date and shall not change notwithstanding a change in those boundaries.

The Selection Area is depicted in the map above:

**FRANCHISEE**

**Initials:**

**ONE TOUR AT A TIME, LLC**

**Initials:**

**AUTHORIZED TERRITORY**

Your rights in the Authorized Territory are subject to the limitations described in Section 3.A and 3.C.

[Franchisee's Authorized Territory is depicted in the map or list below]

**[Franchisee's Operating Area is depicted in the map or list below]**

**FRANCHISEE**

\_\_\_\_\_  
**Initials:**

**ONE TOUR AT A TIME, LLC**

\_\_\_\_\_  
**Initials:**

EXHIBIT 2

**TO THE ONE TOUR AT A TIME LLC AGREEMENT FORM OF  
COLLATERAL ASSIGNMENT OF LEASE**

THIS COLLATERAL ASSIGNMENT OF LEASE (“**Assignment**”) is entered on \_\_\_\_\_, 20\_\_ between One Tour At A Time, LLC, a Nevada limited liability company (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**”) located at \_\_\_\_\_, and \_\_\_\_\_ (“**Landlord**”), located at \_\_\_\_\_.

Subject to the provisions of this Assignment, Franchisee, to secure its obligations to Franchisor to affect various provisions of the Agreement dated \_\_\_\_\_ between Franchisor and Franchisee (“**Franchise Agreement**”), and for other reasons, hereby assigns, transfers and sets over unto Franchisor and/or such person(s)/entity(ies) as Franchisor may from time-to-time designate, all of Franchisee’s right, title and interest, whether as tenant or otherwise, in, to, and under that certain lease dated \_\_\_\_\_, (“**Lease**”), as attached to this Assignment for the Operating Area located at \_\_\_\_\_, between Franchisee and Landlord, respecting that property commonly known as the Another Side Tours Business (“**Another Side Tours Business**”). Franchisor shall have no liabilities or obligations of any kind arising from, or in connection with, this Assignment, the Lease, or otherwise (including, but not limited to, any obligation to pay rent and/or other amounts) until and unless Franchisor, in its reasonable discretion, takes possession of the Another Side Tours Business pursuant to the terms hereof and expressly (and in writing) assumes the rights and obligations of Franchisee under the Lease, Franchisor only being responsible for those obligations accruing after the date of such assumption.

Franchisor will not take possession of the Another Side Tours Business until and unless Franchisee defaults, and/or receives notice of default, (and/or until there is a termination, cancellation or rescission of Franchisee’s rights) under the Lease, any sublease, Franchise Agreement, any other document or instrument, or otherwise. In such event, Franchisor (or its designee) shall have the right (but not the obligation) to take possession of the Another Side Tours Business, expel Franchisee from the Another Side Tours Business, and, in such event, Franchisee shall have no further right, title or interest in or under the Lease or to the Another Side Tours Business, all such rights thereby passing to Franchisor or its designee, in each case without Landlord’s further consent. Franchisee agrees to do all acts necessary or appropriate to accomplish such assignment on Franchisor’s request.

Franchisee agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Franchisor. Throughout the Term of the Agreement, Franchisee agrees that it shall elect and exercise all options to extend the Term of, or renew or assume in bankruptcy, the Lease not less than 30 days prior to the last day that any option must be exercised, unless Franchisor otherwise agrees in writing. If Franchisee fails to extend, renew, or assume the Lease, Franchisee hereby appoints Franchisor as its true and lawful attorney-in-fact to exercise such options for the sole purpose of effecting any extension, renewal or assumption, in each case for the account of Franchisee and without any liability or obligation of Franchisor.

Franchisor’s failure to exercise any remedy hereunder shall not be construed or deemed a waiver of any of its rights hereunder. The rights and remedies of Franchisor under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights and remedies which Franchisor shall have under or by virtue of the Agreement or otherwise. The terms, covenants, and conditions contained herein shall bind Franchisee, and inure to the benefit of Franchisor, and their respective successors and assigns. In the event of any dispute between the parties regarding this Assignment, or any matter related in any way to it, the dispute resolution provisions (including, but not limited to, mediation, binding arbitration, waiver of jury

trial and limitation of damages) of the Agreement between Franchisor and Franchisee shall apply. If there is more than one Franchisee, their obligations hereunder will be joint and several. This document may be recorded by, and at the expense of, Franchisor.

ONE TOUR AT A TIME, LLC

Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE: \_\_\_\_\_

Signature \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

LANDLORD: \_\_\_\_\_

Signature \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

[ATTACH COPY OF EXECUTED LEASE]

**EXHIBIT 3  
TO THE ANOTHER SIDE TOURS BUSINESS FRANCHISE**

**AGREEMENT EDTA FORM**

**AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DIRECT DEBITS)**

\_\_\_\_\_  
\_\_\_\_\_  
(Name of Person or Legal Entity)  
(FEIN Number)

The undersigned depositor (“**Depositor**” or “**Franchisee**”) hereby authorizes One Tour At A Time, LLC (“**Franchisor**”) to initiate debit entries and/or credit correction entries to the undersigned’s checking and/or savings account(s) indicated below, and the depository designated below (“**Bank**”) to debit or credit such account(s) pursuant to Franchisor’s instructions. A voided check to the Depositor’s account must be included with this EDTA form.

Bank	Branch	
City	State	Zip Code
Routing Number	Account Number	

This authority is to remain in full and force and effect until 60 days after Franchisor has received written notification from Franchisee of its termination or expiration.

\_\_\_\_\_

Depositor

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

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

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

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

Attach a voided check to Depositor’s account here.

EXHIBIT 4

TO THE ANOTHER SIDE TOURS BUSINESS FRANCHISE  
AGREEMENT LISTING OF OWNERSHIP INTERESTS

**Effective Date:** This Exhibit 4 is current and complete as of \_\_\_\_\_

1. Form of Ownership.

(a) **Individual Proprietorship.** Your owner(s) (is) (are) as follows:

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

(b) **Corporation, Limited Liability Company, or Partnership.** You were incorporated or formed on \_\_\_\_\_, under the laws of the State of \_\_\_\_\_. The following is a list of your directors, if applicable, and officers as of the Effective Date shown above:

Name of Each Director/Officer

Position(s) Held

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

2. **Owners.** The following list includes the full name of each person who is one of your owners (as defined in the Agreement), or an owner of one of your owners, and fully describes the nature of each owner’s interest (attach additional pages if necessary).

Owner’s Name

Percentage/Description of Interest

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

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

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

3. Contact Information of Person to Receive Notice for You

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

4. **Operating Principal.** Your Operating Principal is \_\_\_\_\_

5. **Business Manager.** If applicable, your Business Manager is \_\_\_\_\_

FRANCHISEE:

\_\_\_\_\_

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

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

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

**TO THE ANOTHER SIDE TOURS BUSINESS FRANCHISE  
AGREEMENT TO BE BOUND AND TO GUARANTEE**

This Agreement to Be Bound and to Guarantee (“**Guarantee**”), dated as of the date stated at the end of this Guaranty, executed by the guarantors identified in Section 19 of this Guaranty (each a “**Guarantor**”) in favor of **One Tour At A Time, LLC** (“**Franchisor**”).

**WHEREAS**, as an inducement for Franchisor to execute and deliver, and to perform its obligations under, that certain Franchise Agreement (“**Franchise Agreement**”), dated as of the date stated in Section 19 of this Guaranty, by and between Franchisor and the Franchisee identified in Section 19 of this Guaranty (“**Franchisee**”), Guarantor has agreed to jointly and severally guarantee the obligations of Franchisee to Franchisor and its affiliates (including, without limitation, obligations under the Franchise Agreement (and any equipment leases or leases between Franchisee and Franchisor or any of Franchisor’s affiliates, if applicable) and to be bound by certain of the provisions contained in the Franchise Agreement.

**WHEREAS** Guarantor owns, directly or indirectly, a 5% or greater equity interest in Franchisee.

**WHEREAS** Guarantor acknowledges and agrees that Franchisor will materially rely upon Guarantor’s obligations under this Guaranty.

**NOW, THEREFORE**, in consideration of the foregoing and the execution and delivery of the Franchise Agreement by Franchisor, and the performance of Franchisor’s obligations thereunder, Guarantor agrees, for the benefit of Franchisor and its affiliates, as follows:

1. Guaranty. Guarantor unconditionally guarantees and promises to pay to Franchisor and/or its affiliates and to perform, for the benefit of Franchisor and/or its affiliates, on demand, any and all obligations and liabilities of Franchisee in connection with, with respect to or arising out of the Franchise Agreement as well as any other agreements executed by Franchisee in conjunction with the Franchise Agreement, if applicable and including but not limited to any equipment lease or similar agreements with any affiliate of Franchisor, executed in connection therewith and/or any other agreement with Franchisor or its affiliates.

2. Confidentiality.

A. Guarantor acknowledges that Franchisor is engaged in a highly competitive business, the success of which is dependent upon, among other things, trade secrets and other confidential and proprietary information, processes, materials and rights relating to the development, promotion and operation of the Another Side Tours Business (as defined in the Franchise Agreement), including, without limitation, Franchisor’s Confidential Operations Manual, method of operation, processes, techniques, formulae and procedures (collectively, the “**Proprietary Information**”). Guarantor further acknowledges that the Proprietary Information constitutes valuable trade secrets.

B. Guarantor agrees not to use for any purpose, or disclose or reveal (and must cause all of Franchisee’s directors, officers and employees not to use for any purpose, or disclose or reveal), during the Term of this Guaranty or forever thereafter, to any person any contents of Franchisor’s Confidential Operations Manual, any Proprietary Information or any other information relating to the operation of the Another Side Tours Business. Guarantor must fully and strictly comply with all security measures prescribed by Franchisor for maintaining the confidentiality of all Proprietary Information.

C. Guarantor acknowledges that to breach her or her obligations under this Section 2 would cause damage to Franchisor and to Franchisor's other franchisees and that Guarantor would be liable for this damage.

D. Notwithstanding the foregoing, Guarantor may disclose Proprietary Information to a person who is bound by the confidentiality obligations to Franchisor and the covenants contemplated by Section 18 of the Franchise Agreement, to the extent that that disclosure is necessary in connection with that person's capacity with Franchisee.

E. Notwithstanding the foregoing, the following will not be subject to the provisions of this Section 2:

- (1) Information which is in the public domain as of the date of receipt by Franchisee.
- (2) Information which is known to Franchisee prior to the date of receipt by Franchisee.
- (3) Information which becomes known to the public without a breach of the provisions of this Section 2 of the Guaranty or any other agreement executed in connection with the Franchise Agreement; and
- (4) Information which is required by law to be disclosed or revealed, but only strictly to the extent required by law.

3. **Covenant Not to Compete.** Guarantor acknowledges and agree that: (1) pursuant to this Guaranty, you will have access to the Confidential Information; (2) the System and the opportunities, associations and experience established by us and acquired by you under this Guaranty are of substantial and material value. (3) in developing the System, we and our affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; (4) we would be unable to adequately protect the System and the Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information among Another Side Tours Business if our franchisees were permitted to hold interests in "**Competing Businesses**" (which are defined in Section C). Guarantor acknowledges that restrictions on his/her right to hold interests in or perform services for Competing Businesses will not hinder his/her activities. Guarantor expressly acknowledges that he/she possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the restrictions contained in this Section will not deprive Guarantor of the ability to earn a living. Guarantor therefore agrees that, during the Term of the Guaranty and for the "**Restricted Period**" following the expiration or earlier termination of this Guaranty, Guarantor will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation, limited liability company, or other entity:

A. own, maintain, operate, engage in, franchise or license, advise, help, make loans to, or have any direct or indirect controlling or non-controlling interest as an owner (whether of record, beneficially, or otherwise) or be or perform services as a partner, director, officer, manager, employee, consultant, representative, or agent in any Competing Business.

B. knowingly employ or seek to employ any person then employed by us or employed by any One Tour At A Time franchisee as a manager or higher, or otherwise directly or indirectly induce such person to leave his or her employment: or

C. divert or attempt to divert, by direct or indirect inducement or otherwise, any actual or potential business or customer of any Another Side Tours Business to a Competing Business.

D. For purposes of this Guaranty, the term “**Restricted Period**” shall be two (2) years from the date the Guaranty expires or is terminated; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end one (1) year from the date the Guaranty expires or is terminated; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end six (6) months from the date the Guaranty expires or is terminated.

E. During the Term of the Guaranty, there is no geographical limitation on the restrictions contained in this Section 3. During the Restricted Period, these restrictions will apply in the Operating Area; within the Protected Area; within a 5-mile radius of the outer boundaries of the Protected Area; and within 5 miles of any other Another Side Tours Business in operation or under construction on the later of: (i) the date of the termination or expiration of this Guaranty; or (ii) the date on which you begin to comply with Section 3 (the “**Restricted Area**”).

F. If, at any time during the Restricted Period, you fail to comply with your obligations contained in this Section 3, that period of noncompliance will not be credited toward the satisfaction of your obligations under this Section 3. These restrictions also apply after Transfers, as provided in the Franchise Agreement. Equity ownership of less than 2% of a Competing Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this Section 3.

G. If any restriction in this Section 3 is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant’s validity. Specifically, if any part of these restrictions is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable.

4. Use of Name and Likeness. Franchisor will be entitled to use the name, likeness and voice of Guarantor for purposes of promoting the franchise, Franchisor and its products, including, without limitation, all photos and audio and video recordings, and Guarantor hereby irrevocably consents thereto. Guarantor acknowledges that Franchisor will own all right, title and interest, to the extent allowed by law, in all rights of integrity, disclosure and publication and any other rights that may be known as or referred to as moral rights, artist’s rights, publicity rights or the like associated with such photos and audio and video recordings, and assigns and transfers unto Franchisor the full and exclusive right, title, and interest to such publicity rights.

5. Innovations. Guarantor may conceive, invent, create, design and/or develop various ideas, techniques, methods, processes and procedures, services, equipment, formulae, products, packaging or other concepts and features relating to the manufacturing, production, marketing and sale of products or services in connection with the Another Side Tours Business (the “**Innovations**”). Guarantor assigns any and all of its rights, title and interest in the Innovations, including, without limitation, any intellectual property rights, to Franchisor, and also agrees to cooperate with Franchisor and its counsel in the protection of the Innovations, including, without limitation, the perfecting of title thereto.

6. Copyrights; Works-for-Hire; Solicitation. All advertising and promotional materials generated by or for Franchisee or its officers, managers or employees for the Another Side Tours Business will be deemed a work- made-for-hire, and all ownership rights, including, without limitation, any copyrights, in such advertising and promotional materials are hereby assigned to Franchisor. In addition, Guarantor will cooperate in the protecting any items or materials suitable for copyright protection by Franchisor. Guarantor must not solicit

other franchisees or Franchisees, or use the lists of franchisees and Franchisees, for any commercial or other purpose other than purposes directly related to the operation of the Another Side Tours Business.

7. Guaranty of Payment. This is a guaranty of payment and not of collection. This Guaranty will remain in full force and effect until all amounts payable by Guarantor shall have been validly, finally and irrevocably paid in full and all obligations to be performed by Guarantor shall have been validly, finally and irrevocably performed in full.

8. Waiver. Guarantor waives: (a) Any right to require Franchisor to (i) proceed against any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Franchisor may exercise or not exercise any right or remedy it has against Franchisee or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting Guarantor's liability hereunder; (b) any defenses from disability or other defense of Franchisee or from the cessation Franchisee's liabilities; (c) any setoff, defense or counterclaim against Franchisor; (d) any defense from the absence, impairment or loss of any right of reimbursement or subrogation or any other rights against Franchisee. Until Franchisee's obligations (except inchoate indemnification obligations) to Franchisor have been paid in full, Guarantor has no right of subrogation or reimbursement or other rights against Franchisee; (e) Any right to enforce any remedy that Franchisor has against Franchisee; (f) any rights to participate in any security held by Franchisor; (g) any demands for performance, notices of nonperformance or of new or additional indebtedness incurred by Franchisee to Franchisor. Guarantor is responsible for being and keeping itself informed of Franchisee's financial condition; (h) the benefit of any act or omission by Franchisor which directly or indirectly results in or aids the discharge of Franchisee from any of the obligations by operation of law or otherwise; (i) the benefit of California Civil Code Section 2815 permitting the revocation of this Guaranty as to future transactions and the benefit of California Civil Code Sections 2809, 2810, 2819, 2839, 2845, 2848, 2849, 2850, 2899 and 1432 with respect to certain suretyship defenses.

9. Subrogation. Guarantor hereby agrees that he will not exercise any rights of subrogation which he may acquire due to any payment or performance of the obligations of Franchisee pursuant to this Agreement unless and until all amounts payable to Franchisor or its affiliates, and all obligations for the benefit of Franchisor or its affiliates, shall have been validly, finally and irrevocably paid and performed in full.

10. Reasonable Restraints; Remedies. Guarantor acknowledges that the covenants contained in this Guaranty (including, without limitation, the territorial and time restraints) are reasonable and necessary and agrees that their failure to adhere strictly to the restrictions contained herein will cause substantial and irreparable damage to Franchisor, Franchisee and to Franchisor's other franchisees. In the event of any breach by Guarantor of any of the terms of this Guaranty, Franchisor and/or Franchisee will be entitled to institute and prosecute proceedings, at law or in equity, in any court of competent jurisdiction, to obtain an injunction to enforce the provisions of this Guaranty and to pursue any other remedy to which Franchisor and/or Franchisee may be entitled. Guarantor agrees that the rights conveyed by this Guaranty are of a unique and special nature and that Franchisor's and Franchisee's remedy at law for any breach would be inadequate and agrees and consents that temporary or permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision hereof, without the necessity of posting bond therefor or proof of actual damages.

11. Enforceability. If the scope of any restriction contained in this Guaranty is too broad to permit the enforcement of such restriction to its fullest extent, then such restriction will be enforced to the maximum extent permitted by law, and Guarantor hereby consents and agrees that such scope may be judicially limited or modified accordingly in any proceeding brought to enforce such restriction. Each covenant contained in this Guaranty is independent and severable and, to the extent that any such covenant shall be declared by a court of competent jurisdiction to be illegal, invalid or unenforceable, such declaration will not affect the legality, validity or enforceability of any other provision contained herein or the legality, validity or

enforceability of such covenant in any other jurisdiction.

12. No Waiver. No failure or delay on the part of Franchisor or its affiliates in exercising its rights hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing, specifying with particularity the nature of the waiver. No waiver of any such right will be deemed a waiver of any other right hereunder. The rights provided for herein are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law.

13. Attorneys' Fees. Guarantor will pay reasonable attorneys' fees and expenses and all other costs and expenses that may be incurred by Franchisor or its affiliates in connection with enforcing this Guaranty.

14. Nevada law to Govern; Jurisdiction; Right to Jury Trial and Class Action Waived; Certain Damages Waived; Statute of Limitations.

A. This Guaranty will be governed by, and construed and enforced in accordance with, the law of Nevada, regardless of any conflict-of-law provisions to the contrary. Each party agrees that any litigation between the parties will be commenced and maintained only in the courts located in Las Vegas, Nevada, and each party consents to the jurisdiction of those courts; provided, however, that Franchisor may seek to obtain injunctive relief in any court that Franchisor may select.

B. GUARANTOR HEREBY WAIVES THE RIGHT TO A JURY TRIAL, WAIVES THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION IN ANY FORUM, INCLUDING, WITHOUT LIMITATION, ARBITRATION, AND WAIVES THE RIGHT TO SEEK OR COLLECT PUNITIVE, CONSEQUENTIAL AND SPECIAL DAMAGES IN ANY FORUM, INCLUDING, WITHOUT LIMITATION, ARBITRATION. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, GUARANTOR AGREES THAT ANY CLAIMS UNDER, ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS OF THE DATE ON WHICH THE UNDERLYING CAUSE OF ACTION ACCRUED, AND GUARANTOR HEREBY WAIVES ANY RIGHT TO BRING ANY SUCH ACTION AFTER SUCH TWO-YEAR PERIOD.

15. Binding Nature of Agreement. This Guaranty will be binding upon Guarantor and her respective successors, heirs and assigns and will inure to the benefit of Franchisor, its affiliates and their respective successors and assigns.

16. Joint and Several. If more than one person signs this Guaranty as a Guarantor, her, her or its obligation will be joint and several.

17. Entire Agreement; Amendment. This Guaranty contains the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Guaranty may not be modified or amended other than by an agreement in writing signed by each of the parties. The provisions of Section 18 are not intended to, nor will they, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE

Date of Franchise Agreement: \_\_\_\_\_  
Printed Name(s) of Guarantor(s): \_\_\_\_\_

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

Name of Franchisee: \_\_\_\_\_

GUARANTORS

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

**CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is made as of \_\_\_\_\_, (“**Effective Date**”), by and between One Tour At A Time, L L C , a Nevada limited liability company (“**One Tour At A Time**”) and \_\_\_\_\_, a \_\_\_\_\_ (“**Franchise Applicant**”) and certain of Franchise Applicant’s employees identified below (“**Employees**”) in favor of and for the benefit of One Tour At A Time.

**RECITALS**

As a result of the expenditure of considerable time, skill, effort and money, One Tour At A Time and its affiliates have developed and own a unique system (“**System**”) for the development and operation of a tourism business under the name “**Another Side Tours.**” The System provides vehicle, walking and lightweight personal electric vehicle tourism services and related products (“**Another Side Tours Businesses**”).

Franchise Applicant has expressed interest in purchasing an Another Side Tours Business franchise from One Tour At A Time to operate one or more Another Side Tours Businesses.

In order to evaluate the possibility of entering into a franchise agreement with One Tour At A Time to establish and operate one or more Another Side Tours Businesses, Franchise Applicant and Employees desire to receive from One Tour At A Time certain confidential business information including but not limited to the information contained in the Another Side Tours Business Operations Manual (“**Operations Manual**”). Franchise Applicant and Employees recognize the importance of maintaining the confidentiality of this information.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchise Applicant and Employees agree as follows:

1. Confidential Information

A. Definition of Confidential Information. As used in this Agreement, the term “**Confidential Information**” means all information that has been created, discovered or developed by One Tour At A Time and/or its affiliates including but not limited to Another Side of Las Vegas Tours LLC (Nevada), Another Side Tours LLC (Nevada), and Another Side Tours Inc (California), that is in any way proprietary to One Tour At A Time and/or its affiliates. Confidential Information includes, but is not limited to, trade-secrets, know-how, methodologies, System information, technical information, statistics, software, hardware, materials, plans, designs, schematics, reports, studies, notes, analyses, summaries, business, market and development plans, customer lists, the Operations Manual, as amended from time to time, and other information regarding customer relationships, financial information and projections, artwork, information regarding the manner and methods of locating a site for, developing, operating and promoting Another Side Tours Businesses, information contained in the Operations Manual, information regarding the retail and commercial operations of One Tour At A Time and its affiliates, and all information that: (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Confidential Information may be in written form or obtained orally.

B. Exclusion from Definition of Confidential Information. The term “**Confidential Information**” does not include: (1) information that is now or hereafter becomes publicly known through no fault of Franchise Applicant or any Employee, or by any other person, firm or corporation affiliated with Franchise Applicant or any Employee; (2) information that was in Franchise Applicant’s or any Employee’s possession before the Effective Date; and (3) information that comes into Franchise Applicant’s or any Employee’s possession after the Effective Date from a source not under an obligation of secrecy to One Tour At A Time. As used in this Agreement, the phrase “**publicly known**” means readily accessible to the public in a written publication and shall not include information which is available only by a substantial searching of the published literature and information the substance of which must be pieced together from a number of

different publications and sources. The burden of proving that information or skills and experience are not Confidential Information shall be on the party asserting such exclusion.

C. Treatment of Confidential Information. Franchise Applicant and Employees hereby acknowledge, understand and agree that the Confidential Information: (1) is the exclusive and confidential property of One Tour At A Time or its affiliates and incorporates trade secrets and copyrights owned by them; (2) gives One Tour At A Time and its affiliates some competitive business advantage or the opportunity of obtaining such an advantage, the disclosure of which could be detrimental to the interests of One Tour At A Time and its affiliates; and (3) is not generally known by non-One Tour At A Time personnel. Franchise Applicant and Employees shall at all times treat the Confidential Information in accordance with this Agreement.

D. No License. This Agreement entitles Franchise Applicant and Employees to use the Confidential Information solely in connection with Franchise Applicant's exploration of the Another Side Tours Business franchise opportunity. No license, express or implied, in the Confidential Information is granted to Franchise Applicant or Employees other than to use the Confidential Information in the manner and to the extent authorized by this Agreement.

2. Covenants of Franchise Applicant and Employees. As a consequence of Franchise Applicant's and Employees' acquisition or anticipated acquisition of Confidential Information, Franchise Applicant and Employees will occupy a position of trust and confidence with respect to One Tour At A Time's affairs and business. In view of the foregoing, Franchise Applicant and Employees agree that it is reasonable and necessary that Franchise Applicant and Employees agree, while this Agreement is in effect, to the following:

A. Limited Use. Franchise Applicant and Employees shall use the Confidential Information solely for purposes of evaluating whether or not Franchise Applicant will invest in a Another Side Tours Business franchise. Neither Franchise Applicant nor Employees shall make any other uses of the Confidential Information. If Franchise Applicant does not invest in a franchise, the obligations set forth in this Section 2 will remain in effect for three (3) years from the date the Franchise Applicant decides not to invest in a Another Side Tours Business franchise; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end two (2) years from the date the Franchise Applicant decides not to invest in a Another Side Tours Business franchise; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end one (1) year from the date the Franchise Applicant decides not to invest in a Another Side Tours Business franchise; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end six (6) months from the date the Franchise Applicant decides not to invest in a Another Side Tours Business franchise.

B. Non-Disclosure. Franchise Applicant and Employees shall not disclose the Confidential Information to any person or entity other than Franchise Applicant's attorney or accountant as necessary to evaluate the opportunity provided by One Tour At A Time and agree to protect the Confidential Information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Franchise Applicant and Employees use to protect Franchise Applicant's Confidential Information.

C. No Use, Copying or Transfer. Franchise Applicant and Employees shall not use, copy or transfer Confidential Information in any way and shall protect the Confidential Information against unauthorized use, copying or transfer using the same degree of care, but no less than a reasonable degree of care, as Franchise Applicant and Employees use to protect Franchise Applicant's Confidential Information.

## Exhibit D Confidentiality Agreement

D. This prohibition against use, copying, or transfer of Confidential Information includes, but is not limited to, selling, licensing or otherwise exploiting, directly or indirectly, any products or services which embody or are derived from Confidential Information. Franchise Applicant and Employees further agree not to remove, overprint, or deface any notice of copyright, trademark, logo, or other notices of ownership from any Confidential Information.

E. Applicability. These covenants shall apply to all Confidential Information disclosed to Franchise Applicant or Employees by One Tour At A Time prior to the date of this Agreement.

F. Solicitation. Franchise Applicant and Employees agree that neither they nor any of their agents, employees or representatives shall knowingly employ or seek to employ any person then employed by One Tour At A Time or any affiliate, subsidiary or franchisee of One Tour At A Time, or otherwise directly or indirectly induce such person to leave his or her employment without One Tour At A Time's prior written consent.

3. Return of Confidential Information. Nothing in this Agreement obligates either One Tour At A Time or Franchise Applicant to enter into a franchise agreement for the operation of a Another Side Tours Business. Franchise Applicant acknowledges that One Tour At A Time's decision to consider Franchise Applicant for any franchise opportunity, as well as the location and type of franchise opportunity to be offered, if any, and the terms of any contracts, will be made by One Tour At A Time in its sole discretion. If, at any time, One Tour At A Time determines that it does not wish for Franchise Applicant to become a franchisee, or Franchise Applicant determines that it does not wish to invest in a One Tour At A Time Shop franchise, or if One Tour At A Time requests, at any time and for any reason, that Franchise Applicant and Employees do so, Franchise Applicant and Employees agree to: (A) immediately cease to use the Confidential Information; (B) immediately return to One Tour At A Time the Confidential Information and all copies thereof (whether or not such copies were authorized) and cause any third party to whom disclosure was made to do the same; and (C) at the request of One Tour At A Time, certify in writing that Franchise Applicant, Employees and all others to whom Franchise Applicant has provided such Confidential Information, have complied with Subsections (A) and (B) above.

4. Notice to One Tour At A Time. Franchise Applicant and Employees shall immediately notify One Tour At A Time of any information that comes to their attention that indicates that there has been or may be a loss of confidentiality of any of the Confidential Information or a breach of this Agreement.

5. Waiver. Franchise Applicant and Employees acknowledge that no waiver by One Tour At A Time of any breach by Franchise Applicant or Employees of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

6. Enforcement.

A. Governing Law. This Agreement and any claim or controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to conflicts of laws principles.

B. Forum. To the extent any disputes cannot be resolved directly between Franchise Applicant, Employees and One Tour At A Time, Franchise Applicant and Employees agree to file suit against One Tour At A Time only in the federal or state court having jurisdiction where One Tour At A Time's principal offices are located at the time suit is filed. Franchise Applicant and Employees acknowledge that One Tour At A Time may file suit in the federal or state court located in the jurisdiction where Franchise Applicant's principal offices are

located at the time suit is filed or in the jurisdiction where Franchise Applicant resides or does business or where the claim arose. Franchise Applicant and Employees consent to the personal jurisdiction of those courts and to venue in those courts.

C. Injunctive Relief. It is hereby understood and agreed that: (1) a breach of this Agreement by Franchise Applicant or Employees would result in irreparable harm to One Tour At A Time, the extent of which would be difficult to ascertain; (2) monetary damages would be an inadequate remedy for such a breach; and (3) One Tour At A Time shall be entitled to specific performance and injunctive or other equitable relief as a court may deem appropriate in the event of such a breach without posting a bond or other security and without waiving any additional rights or remedies otherwise available to One Tour At A Time at law or in equity or by statute.

D. Liquidated Damages. Upon wrongful termination of this Agreement by the Franchisee, Franchisee will pay to Franchisor a lump sum equal to Royalties, Brand Development fees, Search Engine Marketing Fees and any other marketing fees payable for the thirty-six (36) months immediately preceding termination or for the length of time the franchise has been operating. This is payable as incurred.

E. Temporary Management Assistance. Upon breach, death or temporary incapacity of Franchisee, Franchisee will pay a Temporary Management Assistance Fee to allow Franchisor to operate the Franchise and prevent a disruption in business. The fee amount will be maintained in the Operations Manual and will be payable as incurred and invoiced.

7. Reimbursement of Costs and Expenses. If One Tour At A Time brings an action to enforce this Agreement in a judicial proceeding and prevails in that proceeding, then One Tour At A Time will be entitled to reimbursement of costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, in contemplation of or subsequent to the filing of, the proceeding. In any judicial proceeding, the amount of these costs and expenses will be determined by the court and not by a jury.

8. Third Party Beneficiary. Franchise Applicant and Employees hereby acknowledge and agree that One Tour At A Time is an intended third-party beneficiary of this Agreement with the right to enforce it.

9. Miscellaneous.

(A) Severability. If a court of competent jurisdiction deems any provision of this Agreement invalid, unreasonable or unenforceable, then the remaining provisions will not be affected, and the invalid provision may be enforced to the extent deemed reasonable by the court.

(B) Headings. Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions of this Agreement.

(C) Counterparts. This Agreement may be executed in counterparts, and each copy so executed and delivered shall be deemed an original.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK]

Exhibit D Confidentiality Agreement

**IN WITNESS WHEREOF**, the parties have duly executed, sealed and delivered this Agreement as of the day and year above written.

APPLICANT:

**(IF APPLICANT IS AN ENTITY)**

\_\_\_\_\_

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

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

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

**(IF APPLICANT IS AN INDIVIDUAL)**

\_\_\_\_\_

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

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

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

EMPLOYEE

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

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

EMPLOYEE

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

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

EXHIBIT E  
Operations Manual Table of Contents

SECTION A: INTRODUCTION

WELCOME LETTER	1
HISTORY OF ANOTHER SIDE TOURS	2
MISSION AND CORE VALUES	4
SERVICES PROVIDED TO ANOTHER SIDE TOURS	
FRANCHISEES	6
Advertising Materials and Sales Aids ◀	6
Approved Suppliers ◀	6
Corporate Website ◀	6
Franchisee Advisory Councils ◀	7
Initial Training ◀	7
Ongoing Research and Development ◀	8
Ongoing Training and Support ◀	8
On-Site Assistance ◀	8
Protected Area ◀	8
Site Criteria ◀	9
Technology Setup ◀	9
Use of Trademarks ◀	9
FRANCHISEE RESPONSIBILITIES	10
Responsibilities to Your Clients ◀	10
Responsibilities to Your Employees ◀	11
Responsibilities to Fellow Franchisees ◀	12
Responsibilities to the Franchisor ◀	12
VISITS FROM THE CORPORATE OFFICE	13
ADDITIONAL FEES	14
Additional/Ongoing Training ◀	14
Audit ◀	15
Conference/Meeting ◀	15
Cost of Enforcement ◀	15
Indemnification ◀	15
Initial Launch ◀	15
Insurance ◀	16
Interest ◀	16
Interim Management ◀	16
Mystery Shop ◀	16
New Supplier/Product ◀	16
Non-Sufficient Funds ◀	17
Successor ◀	17

Transfer ◀	17
SECTION B: PRE-OPENING	
PRE-OPENING CHECKLIST	1
ESTABLISHMENT OF BUSINESS FORM	4
SITE SELECTION AND SETUP	5
Home Office ◀	5
Commercial Office Space ◀	5
Market Research and Analysis ◀	6
Site Scouting and Evaluation ◀	8
Gaining Site Selection Acceptance ◀	9
Lease Negotiations ◀	9
Site Development and Build-Out ◀	10
Final Inspection and Approval to Open ◀	10
TECHNOLOGY REQUIREMENTS	11
INITIAL EQUIPMENT	13
INVENTORY AND SUPPLIES	15
VEHICLE SPECIFICATIONS	16
Maintenance ◀	18
LOGO AND SIGNAGE SPECIFICATIONS	19
Business Cards and Letterhead ◀	19
Signage Requirements ◀	19
UTILITIES AND SERVICES	21
OBTAINING REQUIRED LICENSES AND PERMITS	23
BANK ACCOUNTS	24
PROCURING REQUIRED INSURANCE POLICIES	25
MEETING YOUR TAX OBLIGATIONS	27
Employer Identification Number ◀	27
Federal Taxes ◀	27
State Taxes ◀	28
GRAND OPENING	29
SECTION C: HUMAN RESOURCES	
HELPFUL LINKS/RESOURCES	1
EEOC GUIDELINES FOR HIRING EMPLOYEES	3
Employers Covered by EEOC-Enforced Laws ◀	3
How Employees Are Counted ◀	4
Record Keeping Requirements ◀	4
Reporting Requirements ◀	4
Charge Processing Procedures ◀	5

	Mediation ◀	5
	Remedies ◀	6
	Regulatory Enforcement Fairness Act ◀	6
	Technical Assistance ◀	6
	Informal Guidance ◀	7
	Publications ◀	7
WAGE AND LABOR LAWS		8
	Fair Labor Standards Act ◀	8
	What the FLSA Requires ◀	8
	What the FLSA Does Not Require ◀	10
	FLSA Minimum Wage Poster ◀	11
	Other Mandatory Labor Law Posters ◀	11
LAWS REGARDING HARASSMENT		13
	Sexual Harassment ◀	13
	Racial and Ethnic Harassment ◀	13
	Pregnancy Discrimination ◀	14
	Religious Accommodation ◀	14
IMMIGRATION REFORM/CONTROL ACT		15
AMERICANS WITH DISABILITIES ACT (ADA)		16
WORKING WITH INDEPENDENT CONTRACTORS		18
	Employees vs. Independent Contractors ◀	18
	Independent Contractor Agreement ◀	20
PROFILE OF THE IDEAL ANOTHER SIDE TOURS TOUR GUIDE		22
JOB DESCRIPTIONS		23
	Tour Guide ◀	23
RECRUITING EMPLOYEES		26
	Prescreening ◀	27
	Interviewing ◀	27
	Practical Assessment ◀	30
	Reference Check Procedures ◀	31
	Background Checks ◀	31
	Making the Hiring Decision ◀	32
HIRING ON A TRIAL BASIS		33
ORIENTATION		34
TRAINING/ONBOARDING		36
	Ongoing Training ◀	36
EMPLOYMENT POLICIES		37
TIME-TRACKING		40
UNIFORM AND DRESS CODE		41
CONDUCTING PERFORMANCE EVALUATIONS		43

Evaluation Process ◀	44
Review Meeting ◀	44
PROGRESSIVE DISCIPLINE PROCEDURES	46
TERMINATION/SEPARATION PROCEDURES	50
Termination ◀	50
Resignation ◀	52
SECTION D: DAILY OPERATING PROCEDURES	
HOURS OF OPERATION	1
DAILY ROUTINES	2
Daily Office Checklist ◀	2
Opening Procedures ◀	4
Closing Duties ◀	5
WEEKLY AND MONTHLY DUTIES	7
Weekly Duties ◀	7
Monthly Duties ◀	7
ANOTHER SIDE TOURS OFFERINGS	9
WORKING WITH THE CENTRAL CALL CENTER (IF APPLICABLE)	11
Receiving and Confirming Reservations ◀	11
GUEST SERVICE PROCEDURES	12
Guest Service Philosophy ◀	14
Answering Phone Calls ◀	16
Gathering Guest Feedback ◀	17
Handling Complaints ◀	17
Handling Refund Requests ◀	18
USING ONLINE BOOKING PLATFORMS	20
Identifying Platforms ◀	21
Listing Offerings ◀	21
Checking Platforms for Sales and Reviews ◀	21
PROCESSING BOOKING REQUESTS	23
Applying and Tracking Coupon and Vouchers ◀	23
Offering and Tracking Discounts ◀	24
Gift Card Issuance and Redemption ◀	25
MAINTAINING YOUR FLEET	27
Working with Service Vendors ◀	27
Ongoing/Regular Maintenance/ Compliance Checks ◀	28
Preparing Your Fleet for Tours ◀	30
Troubleshooting Maintenance Issues ◀	31
Fleet Storage Storing and Inventory Procedures ◀	31
REQUIRED CLEANING AND MAINTENANCE	33

SAFETY	34
Medical Emergencies ◀	35
Accident Reporting and Investigation ◀	36
Workers' Compensation Issues ◀	37
OSHA Requirements ◀	37
Choking and CPR Emergencies ◀	37
Fire Safety ◀	38
 SECTION E: MANAGEMENT PROCEDURES	
BUSINESS PLANNING	1
Personal Goals ◀	1
Business Goals ◀	2
FOSTERING YOUR BUSINESS NETWORK	3
PRICING YOUR SERVICES	4
Pricing Philosophy and Considerations ◀	4
Tour Pricing Approval Process ◀	5
Discounts ◀	6
Group Sales and Partner Commissions ◀	6
Negotiating Wholesale Contracts ◀	7
MANAGING THE GUEST EXPERIENCE	8
Handling Unruly Guests ◀	10
Contingency Planning ◀	12
MANAGING YOUR TEAM	13
Fostering an Inclusive and Positive Workplace Culture ◀	13
Scheduling ◀	15
Team Communication ◀	15
Motivating Staff ◀	16
INVENTORY MANAGEMENT	17
Inventory Tracking ◀	17
Using Approved Vendors ◀	17
Requesting a New/Alternate Vendor ◀	18
Ordering Supplies and Additions to Fleet ◀	18
Receiving Supplies and Fleet Items ◀	18
TRACKING/DOCUMENTING MAINTENANCE AND REPAIRS	20
PCI COMPLIANCE	21
OPERATIONAL REPORTING AND FINANCIAL MANAGEMENT	22
Generating Necessary Reports ◀	22
Monitoring KPIs ◀	22
FRANCHISE REPORTING	24

Required Fees ◀	24
Financial Statements ◀	25
SECTION F: TOUR PROCEDURES	
CRAFTING YOUR TOUR OFFERINGS	1
Types of Tours ◀	1
Route Considerations ◀	2
Determining Length of Tour and Scheduling Considerations ◀	2
Tour Participant Requirements ◀	3
Use of Tour History/Scripts ◀	5
Importance of Incorporating Local Culture into Tours ◀	6
RESELLING TOURS BY OTHER TOUR COMPANIES	8
TOUR REGISTRATION PROCESS	9
Website Reservations ◀	9
Call Center Reservations ◀	9
PREPARING FOR TOURS	10
Scheduling and Communicating with Guides ◀	10
Use of Connect Team Software ◀	11
Preparing the Fleet for Bike or E-Bike Tours ◀	11
Preparing Protective Equipment ◀	11
CONDUCTING TOURS/TOUR PROCEDURES	13
Pre-Departure ◀	13
During the Tour ◀	15
Concluding the Tour ◀	16
Asking for Feedback and Reviews ◀	16
Handling Late Guests ◀	17
Troubleshooting ◀	17
Incorporating Environmental Sustainability ◀	17
CONDUCTING HOTEL PICK-UPS	19
Establishing Timing and Route ◀	19
Meeting with Hotel Concierge and First and Last Stop ◀	20
Transportation Considerations ◀	20
Driver Safety ◀	21
SPECIAL PROCESSES FOR CUSTOMIZED, PRIVATE TOURS	22
POST-TOUR PROCEDURES	23
Guide Questionnaire ◀	23
Thank You Notes and Referral Requests ◀	23
Returning the Fleet to Service Area ◀	24

SECTION G: MARKETING AND PROMOTION	
MARKETING BASICS	1
Market Research ◀	1
Segmentation, Targeting, and Positioning (STP)	1
Marketing Mix (4 Ps) ◀	1
Branding ◀	2
Marketing Communications ◀	2
Digital Marketing ◀	2
Metrics and Analytics ◀	2
Customer Relationship Management (CRM) ◀	3
DEVELOPING A MARKETING PLAN AND CALENDAR	4
MARKETING BUDGET	5
MARKETING STRATEGIES	6
Traditional Media ◀	6
Digital Media ◀	9
REQUIRED ADVERTISING EXPENDITURES	14
Brand Development Fund ◀	14
Initial Launch ◀	14
OBTAINING ADVERTISING APPROVAL	15
USING THE ANOTHER SIDE TOURS MARKS	16
Logo Specifications ◀	16
PUBLIC RELATIONS	18
COMMUNITY INVOLVEMENT	20
APPENDICES:	
FORMS AND SAMPLES	
TRAINING	
FINANCIAL STATEMENT	

EXHIBIT F  
Financial Statements

**One Tour At A Time LLC**

Financial Statement

*As of February 28, 2025*



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## Independent Auditor's Report

To the Member  
One Tour At A Time LLC  
Las Vegas, Nevada

### **Report on the Financial Statement**

#### ***Opinion***

We have audited the financial statement of One Tour At A Time LLC (the "Company"), which comprises the balance sheet as of February 28, 2025 and related notes to the financial statement.

In our opinion, the accompanying financial statement presents fairly, in all material respects, the financial position of the Company as of February 28, 2025, in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

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

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

Management is responsible for the preparation and fair presentation of the financial statement 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 the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about One Tour At A Time LLC's ability to continue as a going concern within one year from the date the financial statement is issued.

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

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is 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 this financial statement.

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 statement, 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 statement.
- Obtain an understanding of internal control relevant to the audit to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of One Tour At A Time 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 statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about One Tour At A Time 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.

**A+G LLP**

Dallas, Texas  
April 28, 2025

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**Balance Sheet**

As of February 28,

2025

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**Assets**

Current assets:

Cash and cash equivalents

\$ 30,000

---

**Total assets**

\$ 30,000

---

**Liabilities and Member's Equity**

Current liabilities:

Due to affiliate

\$ 12,325

Member's equity

17,675

---

**Total liabilities member's equity**

\$ 30,000

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See accompanying notes and independent auditor's report.

5

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NOTES TO FINANCIAL STATEMENT

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**1. Organization and Operations**

**Description of Business**

One Tour At A Time LLC, a Nevada limited liability company, was formed on August 22, 2024 (“Inception”). References in the financial statement footnotes to “Company”, “we”, “us” and “our” refer to the business of One Tour At A Time LLC.

The Company is a limited liability company, and therefore, the member is not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, unless the member has signed a specific guarantee.

The Company was formed for the purpose of granting franchises the right to operate a tour business under the name “ANOTHER SIDE TOURS™” (“Another Side Tours Business”) which offers entertainment and tourism experiences using passenger vehicles, walking, and personal transport devices and other tourism-related equipment, programming, products, and services.

Another Side Tours, Inc., our affiliate, owns the trademarks and other intellectual property related to the ANOTHER SIDE TOURS franchise system. Another Side Tours, Inc. has licensed the trademarks and other intellectual property to the Company under a perpetual license agreement (the “License”) dated January 29, 2025. The License grants the Company the right to use these trademarks and other intellectual property to sublicense them to franchisees of the Company.

As of February 28, 2025, there were 0 franchised outlets, and 1 affiliate-owned outlet in operation.

**Going Concern**

The accompanying financial statement has been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company is in the start-up phase of its business plan and has sustained losses from operations for the period from inception to February 28, 2025 and may be dependent upon additional funding from its member and affiliate. These factors raise substantial doubt about the Company’s ability to continue as a going concern.

The Company’s member and affiliate have committed to providing the necessary funding to ensure the Company has sufficient liquidity to satisfy its obligations for at least twelve months following the issuance of the financial statement.

After considering the financial wherewithal of its member and affiliate to provide financial support to the Company to ensure the continued financial viability of the Company for at least twelve months following the issuance of the financial statement, management concluded that substantial doubt about the Company’s ability to continue as a going concern has been alleviated. Accordingly, the financial statement does not include any adjustments that would be required were the Company not be able to continue as a going concern.

**2. Significant Accounting Policies**

**Basis of Accounting**

The Company uses the accrual basis of accounting in accordance with the accounting principles generally accepted in the United States (“U.S. GAAP”). Under this method, revenue is recognized when earned and expenses are recognized as incurred.

**Use of Estimates**

The preparation of the financial statement and accompanying notes in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenue and expenses during the reported period. Estimates are used for the revenue recognition, among other. Actual results could differ from those estimates.

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See independent auditor’s report

6

## NOTES TO FINANCIAL STATEMENT

**2. Significant Accounting Policies (continued)****Cash and Cash Equivalents**

For purposes of reporting cash flows, all highly liquid investments with a maturity of three months or less are considered cash equivalents.

**Fair Value Measurements**

Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company's financial instrument consists of cash and cash equivalents. The carrying value of cash and cash equivalents is considered to be representative of its respective fair value due to the short-term nature of this instrument.

Assets and liabilities that are carried at fair value are classified and disclosed in one of the following three categories:

**Level 1:** Quoted market prices in active markets for identical assets and liabilities.

**Level 2:** Observable market-based inputs or unobservable inputs that are corroborated by market data.

**Level 3:** Unobservable inputs that are not corroborated by market data.

**Income Taxes**

The Company is a single member limited liability company and as such is considered a disregarded entity under the provisions of the Internal Revenue Code. Under those provisions, the Company does not pay federal corporate income taxes on its taxable income. Instead, the member is taxed on the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statement. The company recognizes income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

The Company's sole member files income tax returns in the U.S. federal jurisdiction and the state jurisdictions in which the Company operates. The Company is subject to routine audits by taxing jurisdictions from the inception, August 22, 2024, however, there are currently no audits for any tax periods in progress.

In accordance with FASB ASC 740-10, *Income Taxes*, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at February 28, 2025.

**Recent Accounting Pronouncements**

We reviewed significant newly-issued accounting pronouncements and concluded that they either are not applicable to our operations or that no material effect is expected on our financial statement as a result of future adoption.

**Subsequent Events**

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through April 28, 2025, the date on which the financial statement was available to be issued. There were no material subsequent events that required recognition or additional disclosure in the financial statement.

See independent auditor's report

7

NOTES TO FINANCIAL STATEMENT

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**3. Certain Significant Risks and Uncertainties**

The Company maintains its cash in a bank deposit account that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risk on cash or cash equivalents. The Company maintains its deposits in one financial institution.

**4. Related Party Transactions**

**Transactions with Affiliate**

The Company and its affiliate, Another Side Tours, Inc. frequently advance funds and pay expenses on behalf of one another for payment of general and administrative expenses. As of February 28, 2025, the Company had an amount due to its affiliate of \$12,325. The amount due to its affiliate is unsecured, bears no interest, and is due on demand.

**5. Commitments and Contingencies**

**Litigation**

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of the management, all matters are of such nature, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

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See independent auditor's report

8

**THE FOLLOWING BALANCE SHEET IS PREPARED WITHOUT AN AUDIT. INVESTORS IN, OR SELLERS OF, FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.**

One Tour At A Time, LLC

**Balance Sheet**

**As of July 17, 2025**

<b>Assets:</b>		
<b>Current Assets</b>	<b>Previous Year</b>	<b>Current Year</b>
Cash	-	30,000
Investments	-	-
Inventories	-	-
Accounts receivable	-	-
Pre-paid expenses	-	-
Other	-	-
<b>Total current assets</b>	<b>-</b>	<b>30,000</b>
<b>Fixed Assets:</b>	<b>Previous Year</b>	<b>Current Year</b>
Property and equipment	-	-
Leasehold improvements	-	-
Equity and other investments	-	-
Less accumulated depreciation	-	-
<b>Total fixed assets</b>	<b>-</b>	<b>-</b>
<b>Other assets:</b>	<b>Previous Year</b>	<b>Current Year</b>
Goodwill	-	-
<b>Total assets</b>	<b>-</b>	<b>30,000</b>

Liabilities and owner's equity

<b>Current Liabilities</b>	<b>Previous Year</b>	<b>Current Year</b>
Accounts payable	-	-
Accrued wages	-	-
Accrued compensation	-	-
Income taxes payable	-	-
Unearned revenue	-	-
Other	-	-
<b>Total current liabilities</b>	<b>-</b>	<b>-</b>
<b>Long Term Liabilities</b>	<b>Previous Year</b>	<b>Current Year</b>
Mortgage payable	-	-
<b>Total long-term liabilities</b>	<b>-</b>	<b>-</b>
<b>Current Equity</b>	<b>Previous Year</b>	<b>Current Year</b>
Investment capital	-	30,000
Accumulated retained earnings	-	-
<b>Total owner's equity</b>	<b>-</b>	<b>30,000</b>

**Total liabilities and owner's equity** 30,000

Updated July 17, 2025

EXHIBIT G  
Current and Former Franchisees  
**List of Current Franchisees as of December 31, 2024**

Franchisee	Address	City	State	ZIP	Telephone

**Franchise Agreement Signed But Outlet Not Yet Open as of December 31, 2024**

Franchisee	Address	City	ST	ZIP	Telephone No.

**Franchisees Who Had An Outlet Terminated, Cancelled, Not Renewed  
or Otherwise Ceased To Do Business**

The following is a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, cancelled, not renewed or otherwise ceased to do business under the Franchise Agreement during the most recently completed fiscal year ending December 31, 2024, or who had not communicated with us within ten weeks of the date of the disclosure document issuance date.

**Transfer of Interest:**

Franchisee	City	State	Telephone or E-Mail

**Terminations:**

Franchisee	City	State	Telephone or E-Mail

**Ceased Operations/ Other:**

Franchisee	City	State	Telephone or E-Mail

EXHIBIT H  
Form of General Release  
**FORM OF GENERAL RELEASE**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **ONE TOUR AT A TIME, LLC** (the “Franchisor”), and \_\_\_\_\_ (hereinafter referred to as “Releasor”), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. Release. Releasor hereby releases and forever discharges Franchisor and its members, managers, officers, directors, owners, principals, managers, employees, affiliates, successors and assigns (collectively the “Released Parties”), from any and all claims, demands, obligations, liabilities, actions, causes of action, suits, proceedings, controversies, disputes, agreements, promises, allegations, costs and expenses, at law or in equity, of every nature, character or description whatsoever, whether known or unknown, suspected or unsuspected or anticipated or unanticipated, which Releasor ever had, now has, or may, shall or can hereafter have or acquire (collectively referred to as “Claims”). This Release includes, but is not limited to, all Claims arising out of, concerning, pertaining to or connected with the Franchise Agreement, any other agreement, tort, statutory violation, representation, nondisclosure, act, omission to act, fact, matter or thing whatsoever, occurring as of or prior to the date of this Release, so that after the date of this Release, Releasor shall have any Claim of any kind or nature whatsoever against the Released Parties, directly or indirectly, or by reason of any matter, cause, action, transaction or thing whatsoever done, said or omitted to have been done or said at any time prior to the date of this Release.
  
2. Waiver of Rights. This Release is intended by Releasor to be a full and unconditional general release and to constitute a full, unconditional and final accord and satisfaction, extending to all Claims of any nature, whether known, expected or anticipated to exist in favor of Releasor against the Released Parties regardless of whether any unknown, unsuspected or unanticipated Claim would materially affect settlement and compromise of any matter mentioned herein. Releasor, for itself, himself or herself, hereby expressly, voluntarily and knowingly waives, relinquishes and abandons each and every right, protection and benefit to which Releasor would be entitled, now or at any time hereafter under the statutory or common law of the state where the Franchised Business is located, whether now or hereinafter existing' under the laws of the state where the Franchised Business is located, or any other applicable federal and state law with jurisdiction over the parties relationship.

**[ALTERNATE PROVISION FOR CALIFORNIA FRANCHISEES ONLY]**

Waiver of Civil Code Section 1542. This Release is intended by Releasor to be a full and unconditional general release and to constitute a full, unconditional and final accord and satisfaction, extending to all Claims of any nature, whether or not known, expected or anticipated to exist in favor of Releasor against the Released Parties regardless of whether any unknown, unsuspected or unanticipated Claim would materially affect settlement and compromise of any matter mentioned herein. Releasor hereby expressly, voluntarily and knowingly waives, relinquishes and abandons each and every right, protection and benefit to which Releasor, would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to Section 1542, whether now or hereinafter existing under the laws of California, or any other applicable

federal and state law with jurisdiction over the parties' relationship. Releasor acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” Cal. Civ. Code § 1542

In making this voluntary express waiver. Releasor acknowledges that Claims or facts in addition to or different from those which are now known or believed to exist with respect to the matters mentioned herein may later be discovered and that it is the intention of Releasor to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered Claims or facts. This Release is and shall be and remain a full complete and unconditional general release. Releasor acknowledges and agrees that the foregoing waiver of Section 1542 is an essential, integral and material term of this Release.

3. Release Not Admission. Releasor understands and agrees that the giving or acceptance of this Release and the agreements contained herein shall not constitute or be construed as an admission of any liability by Franchisor or an admission of the validity of any Claims made by or against Franchisor.
4. Authority of Parties. Each person executing this Release on behalf of a party hereto warrants and represents that he or she is duly authorized to execute this Release on behalf of such party.
5. No Prior Assignments. Releasor represents and warrants that Releasor has not previously assigned or transferred, or attempted to assign or transfer, to any third party any of the Claims which are the subject of this Release, all of such Claims being released.
6. Incorporation by Reference. The parties hereby incorporate the recitals of this Release as part of the substantive provisions of this Agreement.
7. Controlling Law. This Release shall be governed, construed and interpreted in accordance with the substantive laws of the state where the Franchised Business is located.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

<b>RELEASOR:</b>
By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT I  
State Addenda

**RIDER TO THE ONE TOUR AT A TIME, LLC  
FRANCHISE AGREEMENT FOR USE IN CALIFORNIA**

THIS AMENDMENT TO FRANCHISE AGREEMENT (“**Amendment**”) dated \_\_\_\_\_, 20\_\_ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the “**Franchise Agreement**”) dated \_\_\_\_\_, 20\_\_, by and between One Tour At A Time, LLC (or “**Franchisor**”), and \_\_\_\_\_ (“**you**” or “**Franchisee**”). Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. In the event of any conflict between the terms of this Amendment and the terms of the Franchise Agreement, the terms of this Amendment shall prevail.
2. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Corporations Code, Section 31125 are met independently without reference to this Amendment.
3. The franchisee must comply with the requirements set forth in the Alcoholic Beverage Control Act and the California Code of Regulations, Title 4 for the sale of alcoholic beverages.
4. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date first shown above.

**FRANCHISOR:**  
ONE TOUR AT A TIME, LLC, a corporation

**FRANCHISEE**  
**(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP):**

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

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
**(IF INDIVIDUALS):**

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

\_\_\_\_\_  
[Print Name]

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

\_\_\_\_\_  
[Print Name]

**RIDER TO THE ONE TOUR AT A TIME, LLC  
FRANCHISE AGREEMENT FOR USE IN ILLINOIS**

THIS AMENDMENT TO FRANCHISE AGREEMENT (“**Amendment**”) dated \_\_\_\_\_, 20\_\_ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the “**Franchise Agreement**”) dated \_\_\_\_\_, 20\_\_, by and between One Tour At A Time, LLC (or “**Franchisor**”), and \_\_\_\_\_ (“**you**” or “**Franchisee**”). Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement. Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with the compensation requirements.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor.

This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**FRANCHISOR:**  
**ONE TOUR AT A TIME, LLC**, a corporation

**FRANCHISEE**  
**(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP):**

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

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
**(IF INDIVIDUAL):**

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

\_\_\_\_\_  
[Print Name]

**RIDER TO THE ONE TOUR AT A TIME, LLC  
FRANCHISE AGREEMENT FOR USE IN MINNESOTA**

**This Rider** (the “**Rider**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), between **ONE TOUR AT A TIME, LLC, a Nevada limited liability company**, with its principal mailing address at 11700 W. Charleston BLVD, #170-001 Las Vegas NV 89135 (“**Franchisor**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**Franchisee**”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the ANOTHER SIDE TOURS franchise that Franchisee will operate under the Franchise Agreement will be located in **Minnesota**; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in **Minnesota**.
2. Section 7A of the Franchise Agreement is amended by adding the following:  
As a condition to becoming registered to offer and sell franchises in the state of Missesota, One Tour At A Time, LLC has agreed to postpone your obligation to pay the Initial Franchise Fee specified in the Summary Pages until One Tour At A Time, LLC has met its initial pre-opening obligations and you have commenced operation of the Franchised Business (the “**Fee Deferral Requirement**”). Therefore, notwithstanding anything to the contrary in this Section 7A of the Franchise Agreement, payment of the Initial Franchise Fee is due when One Tour At A Time, LLC has met its initial pre-opening obligations to you and you have commenced operation of the Franchised Business.
3. Section 7 of the Franchise Agreement is amended so that Sub-section G is added and will state:  
The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols (“**Marks**”) or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.  
As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred that you incur in the defense of your right to use the Marks, so long as you were using the Marks in the manner that we authorized, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
4. **Minnesota Law.** The following paragraphs are added to the end of the Franchise Agreement:  
With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.  
To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.  
Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.  
Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.  
The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**FRANCHISOR:**  
**ONE TOUR AT A TIME, LLC, a Nevada**  
**limited liability company**

**FRANCHISEE**  
**(IF CORPORATION, LIMITED LIABILITY**  
**COMPANY OR PARTNERSHIP):**

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

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
**(IF INDIVIDUALS):**

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

\_\_\_\_\_  
[Print Name]

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

\_\_\_\_\_  
[Print Name]

**RIDER TO THE ONE TOUR AT A TIME, LLC  
FRANCHISE AGREEMENT  
FOR USE IN NEW YORK**

**This Rider** (the “**Rider**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), between **ONE TOUR AT A TIME, LLC, a Nevada limited liability company**, with its principal mailing address at 11700 W. Charleston BLVD, #170-001 Las Vegas NV 89135 (“**Franchisor**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**Franchisee**”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the ANOTHER SIDE TOURS franchise that Franchisee will operate under the Franchise Agreement will be located in **New York**; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in **New York**.

**TRANSFER BY US.** The following statement is added at the end of Section 15 of the Franchise Agreement:

However, to the extent required by applicable law, no transfer will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

**RELEASES.** The following is added to the end of Sections 2B (Successor Franchise Terms), 16A (Transfer Generally) and 17 (General Release) of the Franchise Agreement:

Notwithstanding the foregoing all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force to the extent required by the non-waiver provisions of GBL Sections 687.4 and 687.5, as amended.

**DEFAULT AND TERMINATION.** The following language is added as Section 18 (Grounds for Termination) of the Franchise Agreement:

You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

**CHOICE OF LAW.** The following statement is added at the end of Section 17.2 of the Franchise Agreement:

This Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

**CHOICE OF FORUM.** The following is added to the end of Section 17.2 of the Franchise Agreement:

This Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the effective date of the Franchise Agreement.

**ONE TOUR AT A TIME, LLC**

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

**FRANCHISEE**

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

**RIDER TO THE ONE TOUR AT A TIME, LLC  
FRANCHISE AGREEMENT FOR USE IN WASHINGTON**

**This Rider** (the “**Rider**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), between **ONE TOUR AT A TIME, LLC**, a Nevada limited liability company, with its principal mailing address at 11700 W. Charleston BLVD, #170-001 Las Vegas NV 89135 (“**Franchisor**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**Franchisee**”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the ANOTHER SIDE TOURS franchise that Franchisee will operate under the Franchise Agreement will be located in **Washington**; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in **Washington**.

2. **Washington Law.** The following paragraphs are added to the end of the Franchise Agreement:

The state of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

In the event of a conflict between the Washington Franchise Investment Protection Act (the “**Act**”) and the law chosen in the Franchise Agreement, the provisions of the Act, Chapter 19.100 RCW, shall prevail.

To the extent required by the Act, a release or waiver of rights executed by a Franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.

To the extent required by the Act, transfer fees are collectable to the extent that they reflect the Franchisor’s reasonable estimated or actual costs in effecting a transfer.

You have the right to terminate the Franchise Agreement on any grounds permitted by law.

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

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

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

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**FRANCHISOR:**

**ONE TOUR AT A TIME, LLC**, a Nevada  
limited liability company

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

**FRANCHISEE**

**(IF CORPORATION, LIMITED  
LIABILITY COMPANY OR  
PARTNERSHIP):**

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

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

**(IF INDIVIDUALS):**

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

\_\_\_\_\_  
[Print Name]

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

\_\_\_\_\_  
[Print Name]

**EXHIBIT J**  
**State Effective Dates**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin. This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

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.

<b>State</b>	<b>Effective Date</b>
California	
Florida	
Hawaii	
Illinois	
Minnesota	
New York	
Washington	

EXHIBIT K  
Receipts

**RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If One Tour At A Time, 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 or grant. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If One Tour At A Time, 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 your state agency.

The franchise sellers for this offering are One Tour At A Time, LLC, Kenneth C. Lippman, Owner and Operator, 11700 W. Charleston BLVD, #170-001, Las Vegas, Nevada 89135.

Issuance Date: JULY 17, 2025

I received a disclosure document dated **JULY 17, 2025**, that included the following Exhibits:

<b>A.</b>	<b>State Agencies/Agents for Service of Process</b>	<b>G.</b>	<b>Current and Former Franchisees</b>
<b>B.</b>	<b>Confidentiality and Non-Disclosure Agreement</b>	<b>H.</b>	<b>Form of General Release</b>
<b>C.</b>	<b>Deposit Agreement</b>	<b>I.</b>	<b>State Addendum</b>
<b>D.</b>	<b>Franchise Agreement with Exhibits</b>	<b>J.</b>	<b>State Effective Dates</b>
<b>E.</b>	<b>Operation Manual Table of Contents</b>	<b>K.</b>	<b>Receipts</b>
<b>F.</b>	<b>Financial Statements</b>		

Date: \_\_\_\_\_  
(Do not leave blank)

Signature of Prospective Franchisee

\_\_\_\_\_

Proposed Location: \_\_\_\_\_(city/state)    Print Name: \_\_\_\_\_

You may return the signed receipt either by signing, dating, and mailing it to Kenneth Lippman 11700 W. Charleston BLVD, #170-001, Las Vegas, Nevada 89135, or by emailing it to [info@onetouratatime.com](mailto:info@onetouratatime.com).

**RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If One Tour At A Time, 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 or grant. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If One Tour At A Time, 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 your state agency.

The franchise sellers for this offering are One Tour At A Time, LLC, Kenneth C. Lippman, Owner and Operator, 11700 W. Charleston BLVD, #170-001, Las Vegas, Nevada 89135.

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