

FRANCHISE DISCLOSURE DOCUMENT

BOT Franchising, LLC
A Florida Limited Liability Company
2121 Vista Parkway
West Palm Beach, FL 33411
(888) 816-6749
www.blackoptixtint.com



The franchisee will own and operate a Black Optix Tint franchise providing tint and automotive restyling, residential and commercial window film installation and marine tinting, audio upgrades and detailing services.

The total investment necessary to begin operation of a Black Optix Tint franchise is \$245,982 to \$347,574. This includes \$159,882 to \$174,074 that must be paid to the franchisor and \$6,500 to \$18,500 that must be paid to the franchisor's 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 to you. To discuss the availability of disclosures in different formats, contact a Franchise Development Specialist at 2121 Vista Parkway, West Palm Beach, FL 33411, (888) 816-6749.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov 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: August 13, 2025

How to Use This Franchise Disclosure Document

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

Question	Where to Find Information
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F and Exhibit G .
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Black Optix Tint 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 Black Optix Tint franchisee?	Item 20 or Exhibit F and Exhibit G 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.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.
2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
3. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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

TABLE OF CONTENTS

ITEM	PAGE
Item 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
Item 2 BUSINESS EXPERIENCE.....	3
Item 3 LITIGATION	6
Item 4 BANKRUPTCY	6
Item 5 INITIAL FEES	7
Item 6 OTHER FEES.....	9
Item 7 ESTIMATED INITIAL INVESTMENT	14
Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	16
Item 9 FRANCHISEE’S OBLIGATIONS	19
Item 10 FINANCING	21
Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	21
Item 12 TERRITORY	25
Item 13 TRADEMARKS.....	28
Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	29
Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	30
Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	30
Item 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION.....	31
Item 18 PUBLIC FIGURES	35
Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS	36
Item 20 OUTLETS AND FRANCHISEE INFORMATION	36
Item 21 FINANCIAL STATEMENTS.....	42
Item 22 CONTRACTS	42
Item 23 RECEIPTS.....	42

ATTACHED EXHIBITS

Exhibit A	Franchise Agreement and Applicable Addenda
Exhibit B	Financial Statements
Exhibit B-1	Financial Statements of Guarantor and Guaranty of Performance
Exhibit C	Table of Contents of Brand Standards Manual
Exhibit D	State Administrators and Agents for Service of Process
Exhibit E	General Release Agreement
Exhibit F	List of Current Franchisees
Exhibit G	List of Former Franchisees
Exhibit H	Deposit Receipt
Exhibit I	Compliance Certification
Exhibit J	Confidentiality and Nondisclosure Agreement
Exhibit K	State Addenda to Disclosure Document
Exhibit L	State Effective Dates
Exhibit M	Disclosure Document Receipts

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

To simplify the language in this franchise disclosure document (“Disclosure Document”), “BOT,” “Franchisor,” “Company,” “we,” “us,” or “our” refers to BOT Franchising, LLC. “You” or “your” means the person, including any owner, partner, or corporation, who is looking at our franchise.

The Company is a limited liability company organized on June 26, 2025 in the State of Florida. Our principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. We do business under our company name and “Black Optix Tint.” Our agents for service of process are listed in Exhibit D to this Disclosure Document.

Our predecessor is Black Optix Tint Franchising, LLC (“BOTF”), a South Carolina limited liability company, which had their principal place of business at 524 West Palms Drive, Myrtle Beach, SC 29579. BOTF began offering franchises for Black Optix Tint locations in May 2022. On July 18, 2025, all of BOTF’s franchise agreements were assigned to the Company. BOTF has not offered franchises in any other line of business.

We began offering this franchise for sale in August 2025. We have never operated a business similar to the type described in this Disclosure Document. We have not offered franchises in any other line of business and have no other business activities.

The Franchise

If you sign a franchise agreement with us (a “Franchise Agreement”), you will develop and operate a business providing tint and automotive restyling, residential and commercial window film installation and marine tinting, audio upgrades and detailing services, under the trade name Black Optix Tint (a “Center”).

We operate in the window tinting market that is well developed. Our products or services are offered year-round. You will compete for customers with independent owners, national chains, regional chains, and franchised businesses, offering tint and automotive restyling, residential and commercial window film installation, and marine tinting, audio upgrades and detailing services.

Laws and Regulations

We are not aware of any laws or regulations specific to the industry in which the franchise business operates. You should consult an attorney in your state to learn about local laws and ordinances that may affect the operation of your business.

Affiliates and Subsidiaries

The Company is a member of United Franchise Group (“UFG”), an affiliated group of companies all of which are located at 2121 Vista Parkway, West Palm Beach, Florida 33411 and whose franchising companies are:

1. **Sign*A*Rama, Inc.** (“Signarama”), a franchisor of retail sign centers, that has been in franchising since April 1987 and currently has 693 locations in 24 countries;
2. **FP Franchising, Inc. d/b/a Fully Promoted** (“Fully Promoted”), a franchisor of retail stores for online marketing services, print marketing and branded products including embroidered logoed apparel, that has been in franchising since September 2000 and currently has 289 locations

in 9 countries. In January 2017, our affiliate Fully Promoted modified the principal trademark for the retail stores from “EmbroidMe” to “Fully Promoted” and currently has franchises operating as EmbroidMe stores, franchises operating as Fully Promoted stores and franchises in the process of transitioning their operation as EmbroidMe stores to Fully Promoted stores;

3. **Transworld Business Advisors, LLC (“TBA”)**, a franchisor of business brokerage agencies that also provide franchise referral lead services that has been franchising since December 2010 and has agencies servicing 500 franchise territories and 1 affiliated territory in 9 countries;

4. **Venture X Franchising, LLC (“VTX”)**, a franchisor of co-working, collaborative office facilities, that has been franchising since March 2016 and currently has 67 locations in 7 countries;

5. **Great Greek Franchising, LLC (“TGG”)**, a franchisor of fast-casual restaurants specializing in Greek and Mediterranean food that has been franchising since January 2018 and currently has 67 franchise locations and 8 affiliated locations in 2 countries;

6. **Graze Craze Franchising, LLC (“GCZ”)**, a franchisor of businesses offering grazing and charcuterie style cuisine that has been franchising since June 2021 and currently has 94 franchise locations and 1 affiliated location in 4 countries;

7. **OE Franchising, LLC (“OE”)**, a franchisor of businesses providing shared office services, including live answering service and telephone call management, executive suites, temporary office use, conference and training room use, and co-working/drop in workspace. It has been franchising since May 2022 and currently has 86 locations;

8. **Exit Factor, LLC (“EXF”)**, a franchisor of businesses providing business coaching and consulting services to business owners that has been franchising since September 2023 and currently has locations servicing 81 franchise territories and 4 affiliated territories;

9. **IO Franchising, LLC (“IO”)**, a franchisor of businesses providing shared office services, virtual offices and communications solutions that has been franchising since February 2024 and currently has 53 locations in 2 countries; and

10. **IA Franchising LLC (“IA”)**, a franchisor of businesses providing telephone call management and live answering services that has been franchising since June 2025.

The location and territory information disclosed above for our affiliates Signarama, Fully Promoted, TBA, VTX, TGG, GCZ, OE, EXF, IO, and IA is as of July 31, 2025.

The Fully Promoted, TBA, VTX, TGG, GCZ, OE, EXF, IO, and IA franchises are different businesses than the Black Optix Tint business described in this Disclosure Document. Signarama is a franchisor of retail sign centers offering similar products and services, which may be considered similar to a Black Optix Tint Center. The companies are affiliated by common, but not identical ownership and none of them own any capital stock in any of the other companies. We have not and none of these affiliates have offered franchises in any other line of business.

Our affiliate, Franchise Real Estate, Inc. (“Franchise Real Estate”) is a real estate services company which was formed in October 2002. Franchise Real Estate’s principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. Franchise Real Estate offers real estate services and assistance to our franchisees including demographics, site selection, lease negotiation, construction management,

location design and layout, and assistance with obtaining building renovation costs. Franchise Real Estate does not offer and has not offered franchises in this or any other line of business.

Our affiliate, BOT Supplier, LLC (“BOT Supplier”), is a company formed in August 2025. BOT Supplier’s principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. BOT Supplier provides all window tint, paint protection film (“PPF”), and vinyl to our franchisees. BOT Supplier does not operate and has not operated a business which is similar to a Black Optix Tint Center. BOT Supplier does not offer and has not offered franchises in this or any other line of business.

Our affiliate, Tint Masters & Auto Accessories, LLC owns and operates a Center in Myrtle Beach, South Carolina since January 1, 2015.

Item 2 BUSINESS EXPERIENCE

Ray Titus – Chief Executive Officer – West Palm Beach, FL

- Chief Executive Officer of BOT since June 2025; IA since May 2025; IO since November 2023; CK Franchising, LLC d/b/a Cannoli Kitchen Pizza (“CK”), a franchisor of quick service restaurants in West Palm Beach, FL, from May 2023 to April 2025; EXF since May 2022; OE since April 2022; GCZ since March 2021; Resource Operations International, LLC d/b/a Preveer (“Preveer”), a franchisor of businesses offering to contract out various services in West Palm Beach, FL, from August 2019 to July 2022; Network Lead Exchange, LLC (“NLX”), a franchisor of local chapters that belong to an online business networking site in West Palm Beach, FL, from July 2018 to February 2024; TGG since November 2017; J.S. Subs, LLC (“JSS”), a franchisor of restaurants in West Palm Beach, FL, from April 2015 to June 2022; Experimax Franchising, LLC (“EXM”), a franchisor of retail computer stores that buy, sell, repair and refurbish pre-owned electronics in West Palm Beach, FL from June 2013 to August 2021; Greener Energy, LLC (“SuperGreen”), a franchisor of businesses offering sustainability advisory services, energy auditing, sustainability planning, and energy efficient products and services in West Palm Beach, FL, from October 2010 to December 2020; and Signarama since January 2008.
- Managing Member of VTX since September 2015.
- Manager of TBA since October 2010.
- Chairman of the Board of Fully Promoted since January 2008.

Brady Lee – Chief Operating Officer – West Palm Beach, FL

- Chief Operating Officer of BOT since June 2025; IA since May 2025; IO since November 2023; CK from May 2023 to April 2025; EXF since May 2022; OE since April 2022; GCZ since March 2021; TGG, VTX, TBA, Fully Promoted and Signarama since June 2020; NLX from June 2020 to February 2024; Preveer from June 2020 to July 2022; JSS from June 2020 to June 2022; EXM from June 2020 to August 2021; and SuperGreen from June 2020 to December 2020.
- President of GCZ from January 2022 to December 2022; EXM from November 2020 to August 2021; and Accurate Franchising, Inc., a consulting business in West Palm Beach, FL, from January 2019 to June 2020.

Todd Newton – Chief Financial Officer – West Palm Beach, FL

- Chief Financial Officer of BOT since June 2025; IA since May 2025; IO since November 2023; CK from May 2023 to April 2025; EXF since May 2022; OE since April 2022; GCZ since March 2021; Preveer from August 2019 to July 2022; NLX from July 2018 to February 2024; TGG since November 2017; VTX since September 2015; JSS from April 2015 to June 2022; EXM from June

2013 to August 2021; TBA since October 2010; SuperGreen from October 2010 to December 2020; and Fully Promoted and Signarama since January 2007.

Michael White – Chief Development Officer – Durham, NC

- Chief Development Officer of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ since June 2021; TGG, VTX, TBA, Fully Promoted, and Signarama since November 2020; NLX from November 2020 to February 2024; Preveer from November 2020 to July 2022; JSS from November 2020 to June 2022; and EXM from November 2020 to August 2021.
- President of VTX from January 2022 to June 2023.
- Director of Sales of TBA since August 2024; OE since May 2022; GCZ from June 2021 to December 2021; Preveer from January 2020 to July 2022; NLX from January 2019 to February 2024; Fully Promoted since September 2018; VTX from September 2018 to January 2024; Signarama from September 2018 to December 2023; TGG, JSS, and TBA from September 2018 to December 2021; EXM from September 2018 to August 2021; and SuperGreen from September 2018 to December 2020.

Jason Anderson – Chief Strategy Officer – West Palm Beach, FL

- Chief Strategy Officer of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since January 2022; and NLX from January 2022 to February 2024.
- Director of Sales of IO since February 2024.
- President of IO from February 2024 to June 2025; VTX since June 2023; and OE since July 2022.
- President of VTX from January 2019 to December 2021.

Randal Moore – President – Myrtle Beach, SC

- President of BOT since August 2025.
- Owner of Black Optix Tint Franchising, LLC since October 2021.
- Owner of Black Optix Holdings, LLC since February 2015.
- Owner of BOT franchises in South Carolina since January 2008; and in Virginia from January 2017 to February 2025.

A.J. Titus – Senior Executive – West Palm Beach, FL

- Senior Executive of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ since June 2021; TGG, VTX, TBA and Fully Promoted since November 2020; NLX from November 2020 to February 2024; Preveer from November 2020 to July 2022; JSS from November 2020 to June 2022; and EXM from November 2020 to August 2021.
- President of Signarama since March 2018.

Austin Titus – Senior Executive – West Palm Beach, FL

- Senior Executive of BOT and IA since August 2025; and IO, EXF, OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since July 2025.
- President of AFI since July 2025; CK from September 2023 to April 2025; and NLX from January 2020 to February 2024.
- Sales Coordinator of Preveer from July 2020 to July 2022.
- Brand Leader of Preveer from August 2019 to June 2020.

Nick Bruckner – Senior Vice President of Sales – West Palm Beach, FL

- Senior Vice President of Sales of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ since June 2021; Preveer from January 2020 to July 2022; NLX from January 2019 to February 2024; TGG since November 2017; VTX from December 2015 to January 2024; JSS from December 2015 to June 2022; TBA since February 2015; SuperGreen from February 2015 to December 2020; EXM from July 2014 to August 2021; Fully Promoted since October 2004; and Signarama since January 2000.
- Director of Sales of VTX since January 2024.

Kent Adams – Regional Vice President – Midlothian, VA – Mid-Atlantic and Northeast US Region

- Regional Vice President of BOT, IA IO, EXF, OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since August 2025.
- Owner of Black Optix Tint Franchising, LLC since October 2021.
- Owner of a BOT franchise in Powhatan, VA from January 2024 to April 2025; and in Colonial Heights, VA from June 2023 to September 2024.
- Senior Business Broker of a TBA franchise in Richmond, VA since November 2014.
- Independent Business Consultant since June 2007.

Ken Crean – Regional Vice President – Tampa, FL – Florida Region

- Regional Vice President of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since March 2023; and NLX from March 2023 to February 2024.
- Sales and Operations Manager of Latham Pool Products, a manufacturing company in Tampa, FL, from October 2020 to December 2022.
- Field Consultant of 7-Eleven, a franchisor in Tampa, FL, from June 2015 to September 2020.

Chris Michels – Regional Vice President – Carver, MN – Central and Western US Region

- Regional Vice President of BOT, IA IO, EXF, OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since August 2025.
- VP of Franchise Sales and Development of Black Optix Tint Franchising, LLC from January 2024 to August 2025.
- Director of Brand Development of Franchise Fastlane, a franchise sales organization in Carver, MN, from April 2023 to January 2024.
- Retail Operations Manager and Business Development Manager of NETGEAR, a computer networking company in Carver, MN, from August 2015 to December 2022.

Casey Matthews – Director of Franchise Development – West Palm Beach, FL

- Director of Franchise Development of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since December 2022; and NLX from December 2022 to February 2024.
- Development Manager (formerly known as Sales Manager) of Fully Promoted from January 2020 to December 2022; and EXM from January 2020 to August 2021.
- Regional Vice President of TGG, JSS, VTX, SuperGreen, TBA, Fully Promoted and Signarama from January 2019 to January 2020.

Item 3
LITIGATION

A. Pending Litigation: None

B. Litigation Against Franchisees Commenced in the Past Fiscal Year: None

C. Completed Litigation: None

D. Restrictive Orders:

The following injunctive order relates to Signarama, an affiliate of the Company, and covers certain directors, officers and employees of Signarama:

Federal Trade Commission, Plaintiff v. Minuteman Press International, Inc., Speedy Sign-A-Rama, USA, Inc., Roy W. Titus and Jeffrey Haber, Defendants (CV 93-2496) Filed on June 4, 1993, in the United States District Court, Eastern District of New York. The Federal Trade Commission complaint alleged that the Defendants violated Section 5(a) of the Federal Trade Commission Act and the Commission's Franchise Rule (16 CFR Part 436) by falsely representing to prospective franchisees potential gross sales levels and profitability of their franchise units, failing to disclose the obligation to pay a substantial transfer fee up on the resale of the franchise, and by making earnings claims without proper documentation and in contradiction of statements in their disclosure documents. On December 18, 1998, an injunction was filed prohibiting the Defendants excluding Haber from doing the following: A. Making, or assisting in the making of, expressly or by implication, orally or in writing, to any prospective franchisee any statement or representation of past, present or future sales, income, or gross or net profits of any existing or prospective franchisee or group of franchisees, unless at the time of making such representation the defendant possesses written material that provides a reasonable basis for the representation. B. Violating any provision of the Franchise Rule 16 C.F.R. Part 436 or the Rule as it may later be amended and the disclosure requirements of the UFOC in effect at the time. C. Assessing or collecting a transfer/training fee from any franchisee who sells or assigns its franchise unless the selling franchisee received a copy of a disclosure statement indicating that such fee would be charged. D. Failing to monitor and investigate any complaints about compliance with the rule or the injunction. E. To cooperate with the Commission in the enforcement of this injunction.

The following order relates solely to Signarama, an affiliate of the Company:

Signarama entered into a consent order with the Securities Commissioner of Maryland in January 1996. The matter is captioned In the Matter of Speedy Sign-A-Rama, USA, Inc. and is Case No. S-95-112. It is alleged in the consent order that Signarama sold franchises in the State of Maryland after its registration under the Maryland Franchise Law had lapsed, and before it was renewed. In settlement of the matter, and while neither admitting nor denying the findings in the order, Signarama agreed to offer rescission to the franchisees, adopt a compliance program intended to avoid unregistered sales and disclose the existence of the order in its franchise disclosure document under the Maryland Franchises Law. All four franchisees stayed with Signarama.

The following order relates solely to TGG, an affiliate of the Company:

TGG entered into a consent order with the Department of Financial Protection and Innovation of the State of California on August 9, 2021. The matter is captioned In the Matter of: The Commissioner of Financial Protection and Innovation v. Great Greek Franchising, LLC. The Commissioner found that TGG removed a condition of registration that was previously imposed on the franchisor, which required franchisor to defer collection of initial franchise fees until all of its pre-opening obligations were completed

and franchisees commenced doing business, without express authorization from the Department, and also failed to indicate the change in the marked copy of the FDD submitted to the Department, in violation of 10 C.C.R. § 310.122.1 and Corporations Code § 31200. Franchisor also collected franchise fees prior to completing its pre-opening obligations and franchisees opening for business, in violation of Corporations Code § 31203. In settlement of the matter, TGG agreed to desist and refrain from the violations of Corporations Code section(s) 31200, 31203, and Rule 310.122.1, pay an administrative penalty, offer rescission to each of the franchisees who were offered and sold a franchise from October 18, 2018 to August 20, 2020, and attend continuing education. As of today, TGG has mailed the rescission offers to the franchisees, paid the administrative penalty, completed the continuing education, and made all payments required under the rescission offer.

The following orders relates solely to TGG, GCZ and UFG:

On March 4, 2022, TGG, GCZ, and UFG entered into consent orders with the State of California, and its Department of Financial Protection and Innovation, as it relates to alleged violations which occurred at a trade show in California. The matters are captioned In the Matter of: The Commissioner of Financial Protection and Innovation v. Great Greek Franchising, LLC and UFG Group, Inc., doing business as United Franchise Group and In the Matter of: The Commissioner of Financial Protection and Innovation v. Graze Craze Franchising, LLC and UFG Group, Inc., doing business as United Franchise Group. It is alleged in the consent orders that, in October 2021, TGG and GCZ, holding themselves out as members of the UFG affiliated family of brands in a booth during a trade show within the state of California, provided information regarding the franchise offerings without a valid registration or exemption to offer or sell franchises in California. More specifically, a single representative of TGG, GCZ and UFG showed an individual the Graze Craze website and that the same representative made financial performance representations regarding The Great Greek Mediterranean Grill franchise system. Further, the Department concluded that the employee's actions constituted a response to an inquiry regarding GCZ franchise offering, and a later representation by a GCZ representative that all inquiries had been declined was concluded to be untruthful. As required by the consent orders, TGG, GC, and UFG agreed to desist and refrain from the violations of Corporations Code section(s) 31110, 31201, and 31204, pay an administrative penalty of \$5,000 each, send a Notice of Consent Order to TGG franchisees, and contract with an independent monitor for up to three years to assist with developing, implementing, and reviewing policies and procedures of its franchise sales. The administrative penalties have been paid and compliance continues to be monitored by an independent monitor. The name of the independent monitor will be made available upon request.

Except as provided above, no litigation is required to be disclosed in this Item.

Item 4 BANKRUPTCY

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

Item 5 INITIAL FEES

Initial Franchise Fee

All franchisees purchasing a new Black Optix Tint franchise pay an initial franchise fee of \$49,500 when they enter into our Franchise Agreement except as noted below. At least 14 days after we provide you with a copy of this Disclosure Document, but prior to signing the Franchise Agreement, you will be required to

pay a \$9,500 deposit, commonly referred to as a “binder.” This binder is fully refundable if you do not purchase a Black Optix Tint franchise. After we receive your binder, we begin the search for your Center.

When you enter into your Franchise Agreement the binder is applied against the initial franchise fee leaving a remainder of \$40,000 which must be paid at the time of signing the Franchise Agreement. The initial franchise fee is non-refundable. If you are an existing Center owner, you will pay a reduced non-refundable franchise fee of \$39,500 for an additional Center. If you are converting an existing window tinting business to the Black Optix Tint brand, you will pay a non-refundable franchise fee of \$49,500.

Eligible United States military veterans, or their spouses, will receive a discount of 20% of the franchise fee for their first Center. Eligible United States military veterans, or their spouses, acquiring additional Centers will pay an initial franchise fee of \$39,500 per additional Center.

Owners in good standing of our affiliated brands (Signarama, Fully Promoted, TBA, VTX, TGG, GCZ, OE, EXF, IO, and IA) purchasing our franchise will pay a non-refundable franchise fee of \$39,500.

Equipment Package

In addition to the initial franchise fee, you must purchase an equipment package from us, as further described in Items 7 and 8. The cost of the equipment package, including shipping, is \$110,382 to \$121,420 plus taxes. You have the option of adding additional items and equipment to your equipment package, which would bring the cost to \$113,249 to \$124,574 (including shipping) plus taxes. A deposit of \$12,500 is due at the time of signing your Franchise Agreement. The balance of the purchase price, \$97,882 to \$112,074 depending on which equipment option you select, plus taxes, is due within 10 days after signing a lease for the premises of your Center. The purchase is nonrefundable.

Inventory

You will purchase your initial inventory from our affiliate, BOT Supplier, or another supplier we designate for between \$5,000 and \$15,000, depending on the analysis of your market area. You will purchase all window tint, PPF, and vinyl from our affiliate, BOT Supplier. All other products and supplies included in the inventory will be purchased from a supplier we designate.

Real Estate Service Charge

Our affiliate, Franchise Real Estate, assists our franchisees with site selection, lease negotiation, construction management, Center design and layout, and assistance with obtaining building renovation costs. You may use Franchise Real Estate’s services at your option. If you select this option, a service charge of \$3,500 will be required to be paid prior to opening your Center and is not refundable. Franchise Real Estate may be compensated by your landlord for their services, but if you opt not to use Franchise Real Estate and you retain another real estate company for this assistance, then you will be required pay a service charge to Franchise Real Estate for their pre-opening assistance of \$1,500. This service charge will be required to be paid prior to opening your Center and is non-refundable.

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**Item 6
OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty	6% of your Gross Revenues ¹ .	Payable monthly by the 5 th day of the next month.	See Note 1 and Note 2.
Marketing Fund Contribution ²	2% of your Gross Revenues.	Payable monthly commencing first month the Center is open.	See Item 11 for a detailed discussion about these funds. Amounts due will be withdrawn by electronic wire transfer from your designated bank account.
Local Marketing/Required Spending	\$1,500 per month.	Monthly	You may only use promotional materials you have purchased from us or that we have approved.
Employee Training Fee	\$500 or the then-current fee per person attending training.	Payable prior to start of training program.	The Initial Franchise Fee covers the fee for up to 2 persons to attend initial training prior to opening your Center. The fee shown here is an attendance charge for each additional person you send to Level 1 training. The fee is payable to us.
Franchise Resource Group Bookkeeping Service	\$675 to \$850	Monthly	This fee is paid to a third party for bookkeeping services.
Technology Fee ³	\$300 per month or then-current fee.	Monthly	Payable to BOT and/or designated vendor(s).

Type of Fee	Amount	Due Date	Remarks
Conference/Expo Payments	\$50 per month or then-current amount.	Payable monthly only in years where BOT hosts an Annual Conference or participates in a World Expo.	Payable to BOT.
Third-Party Vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.
Software Subscription	Currently, \$299 to \$350 per month.	Monthly	We require you to use certain software as described in Item 11. You pay subscription fees directly to the software supplier, and not to us. This includes the POS system and Tint Film Cutting.
Non-Compliance Fee	The greater of: 1) \$500 for the first violation and \$250 per compliance violation thereafter or 2) 2% of your Gross Revenues per compliance violation.	Payable on demand.	Payable to BOT if your Center is not in compliance with Company's system specifications or a non-monetary term of the Franchise Agreement and you fail to correct the non-compliance after 30 days' notice.

Type of Fee	Amount	Due Date	Remarks
Reimbursement	Amount that we spend on your behalf, plus 10%.	Within 15 days of invoice.	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us for the amount paid and an administrative fee.
Late Fee	\$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).	Payable on demand.	We may charge a late fee if you fail to make a required payment when due.
Insufficient Funds Fee	\$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law).	Payable on demand.	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of Collection	Our actual costs	Payable on demand.	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Special Support Fee	Our then-current fee, plus our expenses. Currently, \$600 per day.	Payable on demand.	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

Type of Fee	Amount	Due Date	Remarks
Customer Complaint Resolution	Our expenses.	Payable on demand.	We may take any action we deem appropriate to resolve a customer complaint about your Center. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Financial Review Fee ⁴	Our actual cost of audit.	Payable at the time of audit.	Payable only if an audit shows an understatement of at least 2% for any audited period.
Special Inspection Fee	Currently \$600, plus our out-of-pocket costs.	Payable on demand.	Payable only if we conduct an inspection of your Center because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-Compliance Cure Costs and Fee	Our out-of-pocket costs and internal cost allocation, plus 10%.	When billed.	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Renewal Fee	The greater of: 1) \$15,000; or 2) 25% of the then-current initial franchise fee.	30 days before renewal.	To cover costs of closing and processing paperwork.
Transfer Fee	The greater of: 1) \$39,500; or 2) the then-current transfer fee.	Prior to consummation of transfer.	Payable by the Seller from the proceeds of the sale of the franchise.

Type of Fee	Amount	Due Date	Remarks
Indemnification	Our costs and losses from any legal action related to the operation of your franchise.	Payable on demand.	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise.
Prevailing Party's Legal Costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party.	Payable on demand.	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are payable only to us (other than software subscription charges). All fees are imposed by us and collected by us (other than software subscription charges). All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Gross Revenues" is defined in our Franchise Agreement as the total dollar amount of all sales generated through your Center for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. Gross Revenues does not include (i) bona fide refunds to customers, (ii) sales taxes collected, (iii) sale of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Revenues).
2. This Marketing/Brand Fund Contribution is paid to the Black Optix Tint Marketing Fund. This fee will be used for system-wide advertising, Internet advertising, web hosting and development and advertising for new franchises. See Item 11 for more information regarding the Marketing/Brand Fund. In addition, you will conduct your own local marketing as described in Item 11.
3. The monthly Technology Fee covers website hosting and maintenance, domain names and email addresses.
4. You give us the right at all times to examine your electronic point of sale ("EPOS") system, financial books, bank accounts, bank statements, tax returns and records relating to the Center together with the right to make copies. You must provide EPOS system reports and data, copies of your financial books, bank statements, tax returns and other records to us if we request. This right to audit shall also apply to any other business operated from your Center premises that is owned or controlled by you or a

member of your family. You are not permitted to combine or commingle your Center operations with that of any other business. You are not permitted to use the bank account or EPOS system designated for your Center to process transactions or sales, make deposits or pay expenses for another business. You must keep the financial books and records of your Center separate and apart from your personal financial books and records and the books and records of any other business you own or operate. You must not file consolidated tax returns for the Center which consolidate the income and deductions of the Center with those of another business. This audit will be at our sole expense; provided, however, you will pay the reasonable cost of any audit where this audit discloses that you have paid 98% or less royalties in any one month, plus interest at the lesser of 18% or the highest rate allowed by law from the date such royalties were due. You will be required to maintain all of your financial records for a period of 6 years. You must send to us financial reports annually in the form that we request (balance sheet, profit and loss statement, etc.). You must also provide us with copies of your tax returns on an annual basis. Financial statements and reports for the Center must not be consolidated with any other business. If you consolidate, combine or commingle any of the financial books and records, tax returns or financial reports for the Center with those of another business or use your EPOS system or bank account designated for the Center in the operation of another business, our right to audit will be extended to the complete financial records, tax returns, books and bank accounts of the other business. The highest interest rate allowed in California is 10% annually. If your franchise is located in a jurisdiction where the franchise fee, royalty or any other fees paid by you to us are subject to a tax, you will be required to pay those taxes. You must file all state, federal and local financial reports and returns that may be required by law relative to operating your Center. We have the right to request copies of all of these reports or returns.

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Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure ¹	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee ¹	\$49,500	\$49,500	Lump sum	Upon signing the Franchise Agreement	BOT
Real Estate Service Charge	\$1,500	\$3,500	Lump sum	Prior to opening	Franchise Real Estate (an affiliate of BOT)
Rent and Lease Security Deposit ²	\$0	\$12,000	As arranged	As arranged	Landlord
Utilities	\$500	\$1,000	As arranged	As arranged	Utility providers
Leasehold Improvements	\$20,000	\$40,000	As arranged	As incurred	Contractors
Market Introduction Program	\$5,000	\$10,000	As arranged	As incurred	Vendors and suppliers
Equipment Package	\$110,382	\$124,574	As arranged	As arranged	BOT
Computer Systems	\$4,500	\$6,500	As arranged	As incurred	Vendors and suppliers
Insurance	\$300	\$1,000	As arranged	As arranged	Insurance company
Vehicle ³	\$3,500	\$10,000	As arranged	As arranged	Vendor
Signage	\$1,500	\$5,000	As arranged	As arranged	Vendor
Inventory ⁴	\$5,000	\$15,000	As arranged	As arranged	BOT Supplier (an affiliate of BOT) or other designated supplier
Licenses and Permits	\$300	\$500	As arranged	As incurred	Government
Professional Fees (Lawyer, Accountant, Etc.)	\$1,500	\$3,000	As arranged	As incurred	Professional service firms
Travel, Lodging and Meals for Initial Training	\$2,500	\$6,000	As arranged	As incurred	Airlines, hotels, and restaurants
Additional Funds (6 Months) ⁵	\$40,000	\$60,000	As arranged	As incurred	Employees, suppliers, utilities
Total	\$245,982	\$347,574			

Notes:

1. Type of Expenditure. These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Center. We do not offer direct or indirect financing for these items. Except as otherwise provided in this table, all amounts paid to us or our affiliates are non-refundable and uniformly imposed. Third-party suppliers will determine whether payments to them are refundable.
2. Rent and Lease Security Deposit. You will be looking for a building with 1,400 to 4,000 sq ft frontage or flex space. Our estimates in this table assume you pay one month rent plus a security deposit before you open for business. For this to occur, you would need to negotiate a “free rent” period for the time it takes to build out your Center. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different.
3. Vehicle. You will need a vehicle to operate the Center which you will use to visit customers and carry materials necessary to deliver the tinting services and products.
4. Inventory. The inventory includes the tinting products, supplies and materials you will use in the operation of the Center. All window tint, PPF, and vinyl will be purchased from our affiliate, BOT Supplier. All other products and supplies included in the inventory will be purchased from a supplier we designate.
5. Additional Funds. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the Center. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a Black Optix Tint Center by our affiliate, and our general knowledge of the industry.

Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your Center (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications.

Specific Obligations

The following are our current specific obligations for purchases and leases:

- A. Real Estate. Your Center location is subject to our approval and must meet our specifications. Each Center must be constructed or remodeled to our specifications. You must obtain our written approval of any proposed alterations to our specifications before any work is begun. You must improve and equip the building from which you operate the Center in accordance with our then-current approved design specifications and standards. In addition to meeting our design specifications and standards, it is your responsibility to ensure that your building plans comply with the Americans with Disabilities Act and all other federal, state or local laws.

B. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Brand Standards Manual (the “Manual”), which includes (i) “Special” causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Center, for full repair and replacement value (subject to a reasonable deductible); (ii) Business interruption insurance covering at least 12 months of income; (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an “occurrence” policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit, (iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,000,000, and (v) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days’ prior written notice of cancellation.

C. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify. See Item 11 for more details.

D. Equipment Package. You must buy an equipment package from us. The package contains substantially all of the equipment, furniture, fixtures and signage you will need to begin operation. The equipment package is further described in Schedule A attached to the Franchise Agreement.

E. Products and supplies. You must purchase required products and supplies from our affiliate, BOT Supplier, including window tint, paint protection film and vinyl. BOT Supplier is the only approved supplier of window tint, PPF, and vinyl.

F. Vehicle. You must use a vehicle appropriate for your Center, as approved by us or our Affiliate. It must be in excellent or better condition, clean, dent-free, and otherwise presenting a professional appearance. The low-end estimate assumes you already have a personal vehicle for the Center. The high end assumes you lease a new vehicle, with certain fees and costs payable upon signing the lease.

G. Real Estate Services. You must obtain design and project management services from our affiliate, Franchise Real Estate, including assistance and preliminary review of up to 4 sites for proposed Center locations, a detailed review of up to 2 sites and then construction assistance for the build out and renovation of the site. Franchise Real Estate may designate approved suppliers as an alternate source for some of the design and project management services from time to time. Franchise Real Estate and approved suppliers designated by Franchise Real Estate are the only approved suppliers for the design and project management services. At your option, you may also obtain assistance with site selection and lease negotiation from Franchise Real Estate. When you use Franchise Real Estate’s site selection and lease negotiation services, Franchise Real Estate may receive compensation from the lessor of the Center location.

H. Internet Services. You must purchase website, domain and email hosting and maintenance services from us. We are the only approved supplier of website, domain and email hosting and maintenance services.

Except as described above, neither we nor any affiliate is currently a supplier of any goods or services that you must purchase, although we reserve the right to be a supplier (or the sole supplier) of a good or service in the future. You may be required to purchase from us in the future software, Internet, and multi-area marketing programs, and to participate in these programs. There are no such requirements at this time, and we estimate based on present circumstances, that these required purchases will be less than one percent of your purchases and leases.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in Company-owned outlets, and/or a limited market test in multiple units.

Revenue to Us and Our Affiliates

We will derive revenue from the required purchases and leases by franchisees. Our total revenue for the fiscal year ended April 30, 2025 was \$0. Our revenue from all required purchases and leases of products and services by franchisees for the fiscal year ended April 30, 2025 was \$0. For the fiscal year ended April 30, 2025, our gross revenue from equipment package sales to franchisees was \$0. For the fiscal year ended April 30, 2025, our gross revenue from franchisee purchases of Internet services was \$0. The percentage of our total revenues that were from required purchases or leases in the fiscal year ended April 30, 2025 was 0%.

BOT Supplier was formed in August 2025, and accordingly, gross revenue from the sale of products and services to franchisees was \$0.

For the year ended December 31, 2024, Franchise Real Estate's gross revenue from providing real estate services to franchisees was \$0. We computed the affiliate's total revenue, and its revenue from providing real estate services to franchisees using the affiliate's audited financial statements for the year ended December 31, 2024.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your Center are 50% to 80% of your total purchases and leases to establish your Center.

We estimate that the required purchases and leases of goods and services to operate your Center are 50% to 80% of your total purchases and leases of goods and services to operate your Center.

Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers based on purchases by you or other franchisees. However, the Franchise Agreement does not prohibit us from doing so.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We have not negotiated purchase arrangements with suppliers, including price terms, for the benefit of franchisees. However, we may do so in the future.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

**Item 9
FRANCHISEE'S OBLIGATIONS**

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site Selection and Acquisition / Lease	§§ 6.1, 6.2	Item 11
b. Pre-Opening Purchase / Leases	§§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site Development and Other Pre-Opening Requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and Ongoing Training	§§ 5.4, 6.4, 7.6	Items 5, 6, 8 and 11
e. Opening	§§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	Article 4, §§ 5.5, 7.8, 10.5, 11.2, 11.3, 15.2, 16.1, 17.6	Items 5, 6 and 7
g. Compliance with Standards and Policies / Operating Manual	§§ 6.3, 7.1, 7.3, 7.5, 7.9 – 7.13, 7.15, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and Proprietary Information	Article 12, § 13.1	Items 13 and 14
i. Restrictions on Products / Services Offered	§ 7.3	Items 8, 11 and 16

Obligation	Section in Agreement	Disclosure Document Item
j. Warranty and Customer Service Requirements	§§ 7.3, 7.8, 7.9	Item 8
k. Territorial Development and Sales Quotas	Not applicable	Item 12
l. Ongoing Product / Service Purchases	Article 8	Items 6 and 8
m. Maintenance, Appearance, and Remodeling Requirements	§§ 7.12, 7.13	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's Participation / Management / Staffing	§ 2.4	Items 15
r. Records and Reports	Article 10	Item 11
s. Inspections and Audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§ 3.2	Item 17
v. Post-Termination Obligations	Article 13, § 14.3	Item 17
w. Non-Competition Covenants	§ 13.2	Item 17
x. Dispute Resolution	Article 17	Items 6 and 17

Item 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

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

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

Our Pre-Opening Obligations

Before you open your Center (Section 5.1):

A. At least 14 days after we provide you with a copy of this Disclosure Document, together with a copy of any proposed agreements relating to the sale of the franchise, you pay to us your fully refundable deposit of \$9,500, and we begin the process of helping you find a location for your Center. We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site, but you may engage our affiliate, Franchise Real Estate, to assist with you these matters.

(i) We generally do not own your location.

(ii) We do not select your site, but your site is subject to our approval. To obtain our approval, you must provide all information and documents about the site that we require.

(iii) The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.

(iv) The time limit for us to approve or disapprove your proposed site is 60 days after you submit all of our required documents and information. (Section 6.1). If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the Franchise Agreement. Unless we agree to extend the deadline, you will be in default, and we may terminate your Franchise Agreement.

(v) We are not obligated to assist you in conforming the location of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility.

B. We will provide advice in regard to establishing your Center.

C. Our affiliate, Franchise Real Estate, will provide consultation and advice with regard to alterations, refurbishment, renovation, decoration or other work necessary for the conversion of the location into a Black Optix Tint Center, including layout designs.

D. We will provide you with a sample set of architectural drawings for you to use and reference for customization of your location.

E. We will advise you with regard to the way in which fixtures and equipment are to be installed in the location with a view to the efficient operation of the Center.

F. We will sell to you the equipment, furniture, fixtures, and other items listed in Schedule A to the Franchise Agreement and will deliver (but not install) these items. We reserve the right to sell these items directly or to sell them to you through another affiliate or third party.

G. We will provide you with a list of approved suppliers of the products to be sold at the Center.

H. We will inspect the Center upon completion of construction and installation of the equipment, furniture and fixtures to determine that it meets our current standards;

I. We will make available to you our standard initial training at our headquarters and a location we designate. At our option, we may offer some or all of our initial training via remote or other virtual means.

J. We will provide, for a period of five days, a member of our staff to assist in initial on-site training and guidance on commencement of operations of the Center. We will pay the travel and other costs of our staff member for this purpose.

K. We will provide you with our detailed Brand Standards Manual, which includes statements of policies and procedures, together with instruction and advice in the operation of a Center.

L. We will provide you with other relevant manuals and written material which we deem necessary.

Length of Time to Open

The typical length of time between signing the Franchise Agreement and the opening of your Center is 60-120 days. Factors that may affect the time period include your ability to obtain a lease, obtain financing, develop your location, obtain business permits and licenses, and hire employees. You must commence operations of the Center from an approved site within 180 days from the date of the Franchise Agreement.

Our Post-Opening Obligations

After you open your Center (Section 5.2):

A. We will provide you with details of any alterations and/or improvements in or to the System.

B. At no cost to you, we will periodically visit your Center and furnish to you such advice and assistance as is, from time to time, reasonably required at our sole discretion. This assistance may also be provided remotely, at our discretion. Operating assistance may consist of advice and guidance with respect to:

(i) Methods and procedures for the purchase, storage, display, and sale of approved products and the supply of approved services;

(ii) New and additional products and services as we may approve, from time to time, to be used or offered for sale by the Center;

(iii) The purchase, operation, maintenance and use of equipment, displays, uniforms, materials and supplies;

- (iv) Implementing advertising and promotional programs approved by us;
- (v) Establishing and implementing of administrative, bookkeeping, accounting, inventory control, and general operating procedures for the operation of the Center;
- (vi) Prices to be charged for products and services; and
- (vii) The operation, cleanliness and efficiency of the Center.

C. You may at any time request that we send a field/marketing representative to aid you in the operation of the Center. If we have a representative available at the time of the request, we will send a representative at our then-current fee for special assistance (including travel expenses).

D. We will, from time to time, free of charge, send you bulletins on sales and service methods, marketing development and techniques, and/or business and operating procedures.

E. We will offer advice regarding your equipment, computer hardware and software, and service processes by telephone and electronic communication.

Advertising

Our obligation. We will use the Marketing Fund only for marketing and related purposes and costs. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which may be paid for by the Marketing Fund). We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

Advertising council. We do not have an advertising council composed of franchisees. The Franchise Agreement does not give us the power to form an advertising council.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its Franchise Agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% and not more than 5% of Gross Revenues. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

Marketing Fund. You and all other franchisees must contribute to our Marketing Fund. Your contribution is 2% of Gross Revenues per week. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own are not obligated to contribute to the Marketing Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

If less than all Marketing Funds are spent in the fiscal year in which they accrue, the money will remain in the Marketing Fund to be spent in the next year.

No money from the Marketing Fund is spent principally to solicit new franchise sales.

Market introduction plan. You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your Center.

Required spending. After you open, you must spend \$1,500 each month on marketing your Center.

Point of Sale and Computer Systems

We require you to buy (or lease) and use a point-of-sale system and computer system as follows:

The system will include FranPos POS System and the Tint Film Cutting System and may additionally use an accounting platform, such as QuickBooks. These systems will generate or store data such as inventory/product details, sales transactions, client, employee, scheduling, reporting, and accounting information.

We estimate that these systems will cost between \$6,000 and \$8,000 to purchase.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do require you enter into a subscription contract for the POS System and any other applicable software/apps.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be \$2,400-\$3,000.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

PCI Compliance. You will be solely responsible for ensuring that your POS System and Computer System are, and remain, compliant with all current Payment Card Industry (“PCI”) requirements periodically promulgated by VISA®, MasterCard®, American Express®, Discover®, and/or any other credit card brand honored at your Center(es). You must ensure that the Center adheres to the standards applicable to electronic payments including PCI standards or any equivalent standards. If we or one of the credit card companies requires, you must provide us with evidence of compliance with the applicable standards and provide, or make available, to us copies of an audit, scanning results or related documentation relating to the compliance. You must pay any costs associated with an audit or to gain compliance with these standards. You must immediately (in any event within 24 hours) notify us if you suspect or have been notified by any third party of a possible security breach related to the cashless system (or related cashless data) used in the Center.

Brand Standards Manual

A copy of the table of contents of our Brand Standards Manual is attached to this Disclosure Document as Exhibit C. The Brand Standards Manual contains a total of 142 pages.

Training Program

Our training program consists of the following:

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Management	2.5	10	West Palm Beach, FL or Myrtle Beach, SC
Tinting	25	10	West Palm Beach, FL or Myrtle Beach, SC
Sales	2.5	10	West Palm Beach, FL or Myrtle Beach, SC
PPF and Wrap	10	10	West Palm Beach, FL or Myrtle Beach, SC
Total	40	40	

Training classes will be scheduled in accordance with the needs of new franchisees. Training will be held at our offices in West Palm Beach, Florida and a Black Optix Tint Center in Myrtle Beach, South Carolina; you will be responsible for the travel costs associated with attending Level 2 training including transportation, lodging, and meals. In the future, we may designate other Centers as “Certified Training Centers” that are authorized to conduct our training program. We reserve the right to provide and/or supplement certain instruction that is detailed as “Classroom Training” in the chart above via remote instruction methods.

The instructional materials consist of the Brand Standards Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led by the franchisor and/or its delegates, such as a corporate-employed, tenured individual who has been delegated to lead some or all aspects of training, such as an employee of an affiliate-owned Center. The instructors may have various lengths of experience depending on the individual delegate, but they would typically have minimally one year of experience, if not more, and have had successfully completed both their own training and facilitation of others’ training in the past; the instructors would typically a tenured employee or in a management role at an affiliate-owned Center.

Level 1 training consists of one week of classroom training or 40 hours at our offices in West Palm Beach, Florida. We will pay for one round-trip airfare (not including baggage or other fees) to West Palm Beach, Florida, hotel accommodations, and one daily meal for the duration of initial training. We will charge a fee, which is currently \$500 per person, for additional attendees, and you are responsible for their travel, lodging, and meal expenses. One additional attendee may attend our Level 1 training at no additional charge, and we will provide that attentional attendee one meal at no additional charge. (Section 5) (The foregoing assumes you sign a Franchise Agreement to develop a new Black Optix Tint business. If instead you purchase an existing business, and you have not previously attended our Level 1 training program, then you must pay the training fee and your own costs of travel, lodging and meal expense).

The Level 1 initial training program must be completed prior to attending Level 2 training. Level 2 training consists of one week of on-the-job training or 40 hours at an affiliate-owned Center in Myrtle Beach, South Carolina and will be customized based on the services you plan to offer at your Center. You are responsible for the travel, lodging, and meal expenses for all persons attending Level 2 training.

You and/or your manager must complete our Level 2 training to our satisfaction at least four weeks before opening your Center (Franchise Agreement Section 6). Except as described above, we do not currently require additional training programs or refresher courses, but we have the right to do so.

Your Center must be under your on-site supervision or under the on-site supervision of a general manager who has completed our Level 2 training at all times. Additionally, you must have at least two individuals in your business (working a combined total of 12 shifts in the business each week) that have completed our Level 2 training (Section 7).

If a Level 2 certified employee ends employment with you for any reason, you must arrange for that employee's replacement to attend and successfully complete Level 2 of initial training at a Certified Training Center designated by no later than 120 days after the departure of the trained employee. You must pay us \$500 or our then-current training fee for replacement Level 2 training prior to training. You are responsible for the travel, lodging, and meal expenses for all persons attending Level 2 training.

Although it is not required, you may attend a refresher-training program or send your representative to be trained at any time in the future. You will be required to pay for your travel, lodging, meals, and a training fee, if charged at that time. For a complete list of your rights and obligations under your Franchise Agreement in regard to training, please consult the Franchise Agreement Articles 5 and 7.

Item 12 TERRITORY

Your Location

Your franchise is for a specific location. If the specific location is not known at the time you sign a Franchise Agreement, then your location is subject to our approval.

Designated Territory

Your Designated Territory will typically be comprised of a radius around your franchise that we determine appropriate based on a number of factors described more fully below in this Item. There is no minimum radius or population associated with the Designated Territories we award.

We will determine and designate your Designated Territory as we deem appropriate in our discretion. The size of your Designated Territory will likely vary from the territory granted to other franchisees based on the location and demographics surrounding your franchise.

The boundaries of your Designated Territory may also be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map. If we determine, in our discretion, to base your Designated Territory on population, then the sources we use to determine the population within your Designated Territory will be supplied by (a) the territory mapping software we determine to license or otherwise use, or (B) publicly available population information (such as data published by the U.S. Census Bureau or other governmental agencies and commercial sources).

If and when you are granted a Designated Territory, then we will not open or locate, or license any third party the right to open or locate another Black Optix Tint franchise utilizing the Black Optix Tint trademarks (the “Marks”) and System from a physical location within that Designated Territory, until such time that your Franchise Agreement expires or is terminated.

We and our affiliates also have the right to operate, and grant franchises or licenses to others to operate, locations and other businesses offering similar services in your Designated Territory under trademarks other than the Marks.

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

Relocation; Establishment of Additional Outlets

You do not have the right to relocate your Center, and we have no obligation to approve any request for relocation. Our policy is to approve relocation of a franchisee’s Center on case-by-case basis, considering factors such as changes in demographics, profitability of your current Center, or a loss of your premises due to circumstances beyond your control.

Options to Acquire Additional Franchises

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

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

There are no restrictions on us from soliciting or accepting orders from consumers inside your territory. We reserve the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your Franchise Agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Soliciting by You Outside Your Territory

There are no restrictions on you from accepting orders from consumers outside of your territory, except that all marketing and advertising is subject to our approval.

Competition by Us Under Different Trademarks

You may compete with any competitive affiliated brands in and near your area. As discussed in Item 1, our affiliate Signarama offers customers similar products and services. There is no mechanism for resolving any conflicts that may arise between other franchised or Company-owned outlets of a competitive affiliated brands offering or selling similar products or services under a different trademark. Any resolution of conflicts regarding location, customers, support or services will be entirely within your and our business judgment. We are not obligated to compensate you for sales made within your territory. We utilize the same principal business address as identified in Item 1 of this disclosure document for all affiliated brands and do not maintain physically separate offices and training facilities for each affiliated brand. Franchisees of a competitive affiliated brand may solicit or accept members within your market area. While we do not anticipate conflicts between franchisees of different brands, we will analyze any future conflict and take action (if any) that we deem appropriate.

**Item 13
TRADEMARKS**

Principal Trademark

The following is the principal Marks that we license to you. These Marks are owned by us. They are registered on the Supplemental Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number
	June 26, 2018	5500400
Black Optix Tint	March 21, 2017	5166838

All affidavits and renewals have been filed.

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Protection of Rights

We are not required to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense and/or indemnify you. The Franchise Agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The Franchise Agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. Under the Franchise Agreement, we may require you to modify or discontinue using a trademark, at your expense.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Brand Standards Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your Center.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The Franchise Agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Brand Standards Manual and related materials that include guidelines, standards and policies for the development and operation of your Center. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the Center, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Brand Standards Manual and other proprietary information, and you must use our confidential information only for your Center. We may require your managers and key employees to sign confidentiality agreements.

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Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Participation

You are not required to participate personally in the direct operation of your Center. However, we recommend that you participate.

You must designate one person as your “Principal Executive”. The Principal Executive is the executive primarily responsible for your Center and has decision-making authority on behalf of the Center. The Principal Executive must own at least 10% of the Center. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

Each present and future equity owner of a franchisee entity must jointly and severally guarantee your performance of each and every provision of the Franchise Agreement by executing the Guarantee, Indemnification and Acknowledgement in the form attached to the Franchise Agreement. We may revise our policy from time to time. (see Attachment 2 to Exhibit A).

“On-Premises” Supervision

You are not required to personally conduct “on-premises” supervision (that is, act as general manager) of your Center. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor. The general manager of your Center (whether that is you or a hired person) must successfully complete our training program.

If the Center is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager sign a confidentiality and non-compete agreement. We do not require you to place any other restrictions on your manager. Subject to state law.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only goods and services that we have approved but there is no obligation to provide all of the services and goods authorized by the Franchisor. Our approval is based on whether the goods or services are lawful and do not injure our name or system. You are not restricted to tinting services.

Black Optix Tint Centers may only offer auto restyling, auto tinting, electric vehicle tinting, residential and commercial window tinting, paint protection films, ceramic coatings, detailing, and car and marine audio and lighting services (the “Approved Services”). Centers may offer a Black Optix Tint warranty on any of the Approved Services. Any product or service that is not included in the Approved Services must be approved by the us in writing and cannot be sold or marketed without approval. We may change or add to our Approved Services at our discretion with prior notice to you.

Our Franchise Agreement does not require you to charge a specified or minimum price for any goods or services sold. We produce a suggested pricing list, which may be changed to adapt to your local market conditions and competition. Before adjusting any pricing though, we strongly urge you to conduct a survey of local competition and pricing and submit this survey in writing for us to analyze. We will return the survey to you with full comments for your benefit. You will retain sole and absolute discretion in all product pricing matters.

Except as described below, we will not restrict you from soliciting any customers no matter who they are or where they are located. You may not use Internet tools such as search engine optimization or Google words to promote your Black Optix Tint Center to potential customers in the geographic markets of other Black Optix Tint franchisees. We also encourage you to respect the clientele of other Black Optix Tint Centers and franchisees.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or Other Agreement	Summary
a. Length of the franchise term	§ 3.1	35 years.
b. Renewal or extension of the term	§ 3.2	35 years.
c. Requirements for franchisee to renew or extend	§ 3.2	To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; renovate to our then-current standards; sign then-current form of Franchise Agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law) and pay the renewal fee. If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for an additional term.

Provision	Section in Franchise or Other Agreement	Summary
d. Termination by franchisee	§ 14.1	If we violate a material provision of the Franchise Agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you (subject to state law).
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§ 14.2	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity. Subject to state law.
g. “Cause” defined--curable defaults	§ 14.2	Non-payment by you (10 days to cure); violate Franchise Agreement other than non-curable default (30 days to cure). Subject to state law.
h. “Cause” defined--non-curable defaults	§ 14.2	FA: Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy (may not be enforceable under federal bankruptcy law); lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our business inspection; cease operations for more than 5 consecutive days; three defaults in 12 months; cross-termination; charge or conviction of, or plea to a felony, or commission or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of Franchise Agreement which by

Provision	Section in Franchise or Other Agreement	Summary
		its nature cannot be cured. Subject to state law.
i. Franchisee’s obligations on termination/non-renewal	§§ 14.3 – 14.6	Pay all amounts due; return Manual and proprietary items; notify phone, Internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us. Subject to state law.
j. Assignment of agreement by franchisor	§ 15.1	Unlimited
k. “Transfer” by franchisee - defined	Article 1, § 15.2	For you (or any owner of your Center) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Center, (ii) the Franchise Agreement, (iii) any direct or indirect ownership interest in the Center, or (iv) control of the Center.
l. Franchisor’s approval of transfer by franchisee	§ 15.2	No transfers without our approval, which will not be unreasonably withheld.
m. Conditions for franchisor’s approval of transfer	§ 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current Franchise Agreement and related documents (including personal guaranty); you’ve made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; Center complies with then-current system specifications (including remodel, if applicable). Our approval will not be

Provision	Section in Franchise or Other Agreement	Summary
		unreasonably withheld. Subject to state law.
n. Franchisor's right of first refusal to acquire franchisee's business	§ 15.5	If you want to transfer your Center (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal. Subject to state law.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Subject to state law.
p. Death or disability of franchisee	§§ 2.4, 15.4	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the Center, and your executor must transfer the Center to an approved new owner within nine months. Subject to state law.
q. Non-competition covenants during the term of the franchise	§ 13.2	Neither you nor any owner of the Center, may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor. Subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	§ 13.2	For two years, neither you nor any owner of the Center, may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within five miles of your former territory or the territory of any other Black Optix Tint Center operating on the date of termination. Subject to state law.
s. Modification of the agreement	§ 18.4	No modification or amendment of the agreement will be effective unless it is in writing

Provision	Section in Franchise or Other Agreement	Summary
		and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	§ 18.3	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. However, no claim made in any Franchise Agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	§§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, West Palm Beach, Florida) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 18.8	Florida (subject to applicable state law).

**Item 18
PUBLIC FIGURES**

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

The financial performance representation information in this Item 19 includes certain financial performance information relating to our Centers’ operation in calendar year 2024. We obtained 100% of the average gross sales data for the Centers listed in the table below and the other financial performance representations included in this Item 19 from monthly sales reported to us by the Centers. The monthly sales reports have not been audited by certified public accountants nor have we sought to independently verify their accuracy for purposes of the financial performance representations. Not all Centers properly reported sales in 2024.

A Gross Sales & Cost of Goods Sold Study

In our Gross Sales & Cost of Goods Sold (“COGS”) Study, we disclose the average gross sales & COGS in 2024 of our affiliate and franchise owners in the United States that were in operation for at least 11 full months as of December 31, 2024, who properly reported their data for the 2024 year. Of the 10 Centers open in 2024 for at least 11 full months, 7 were included, 2 were excluded for not reporting Profit and Loss Statements, and an additional Center was excluded for having a materially lower Cost of Goods Sold amount than the other 7 locations, and BOT did not feel it had a reasonable basis to include this Center with the data set.

Black Optix Tint	# of Centers	Total Gross Sales	Cost of Goods Sold %
Affiliate	1	\$1,101,774	26%
Franchise #1	1	\$703,182	25%
Franchise #2	2	\$573,906	19%
Franchise #3	1	\$324,000	20%
Franchise #4	1	\$365,205	14%
Franchise #5	1	\$722,547	10%
Averages	1.17	\$631,769	20%

Notes:

1. The foregoing data are historic financial performance representations. They are not projections of future performance.
2. “Gross Sales” means the total revenue derived from the sale of goods or services less sales tax, discounts, and returns.
3. “Cost of Goods Sold” means all the product and inventory used to provide the services and generate the sales.

4. “# of Centers” refers to how many Centers the franchisee in question operates.
5. **Some outlets have sold and earned this amount. Your individual results may differ. There is no assurance that you’ll sell or earn as much.**
6. Written substantiation of the information contained in this Item 19 will be made available to prospective franchisees upon reasonable request.

Except as set forth in this Item 19, we do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Mark D. Nichols, General Counsel, 2121 Vista Parkway, West Palm Beach, Florida 33411, and (561) 640-5570, the Federal Trade Commission, and the appropriate state regulatory agencies.

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Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary*
For Years 2022 to 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	1	3	2
	2023	3	11	8
	2024	11	24	13
Company-Owned	2022	7	5	-2
	2023	5	2	-3
	2024	2	1	-1
Total	2022	8	8	0
	2023	8	13	5
	2024	13	25	12

* Please note that all Franchise Agreements executed before August 13, 2025 were entered into by our predecessor, BOTF. On July 18, 2025, all of BOTF's Franchise Agreements were assigned to BOT.

** Please note that the reporting periods for this Item 20 have been adjusted to align with our fiscal year end of April 30. Accordingly, in this Item 20:

“2022” refers to the period January 1, 2022 – December 31, 2022;

“2023” refers to the period January 1, 2023 – December 31, 2023; and

“2024” refers to the period January 1, 2024 – April 30, 2025.

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)*
For Years 2022 to 2024**

State	Year	Number of Transfers
Florida	2022	0
	2023	0
	2024	1
Total	2022	0
	2023	0
	2024	1

Table 3
Status of Franchised Outlets*
For Years 2022 to 2024**

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations (Other Reasons)	Outlets at End of the Year
Florida	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	4	0	0	0	1	3
Georgia	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
North Carolina	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
South Carolina	2022	1	2	0	0	0	0	3
	2023	3	1	0	0	0	0	4
	2024	4	1	0	0	0	1	4
Tennessee	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Texas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Virginia	2022	0	0	0	0	0	0	0
	2023	0	7	0	0	0	0	7
	2024	7	3	0	0	0	1	9
Total	2022	1	2	0	0	0	0	3
	2023	3	8	0	0	0	0	11
	2024	11	16	0	0	0	3	24

Table 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 Franchisee	Outlets at End of Year
South Carolina	2022	4	0	0	0	2	2
	2023	2	0	0	0	1	1
	2024	1	0	0	0	0	1
Virginia	2022	3	0	0	0	0	3
	2023	3	1	0	0	3	1
	2024	1	1	0	1	1	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Totals	2022	7	0	0	0	2	5
	2023	5	1	0	0	4	2
	2024	2	1	0	1	1	1

**Table 5
Projected Openings as of April 30, 2025***

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
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	0	0
Arkansas	0	0	0
California	0	0	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	9	1	0
Georgia	0	0	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	0
New Mexico	0	0	0
New York	0	0	0
North Carolina	1	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
North Dakota	0	0	0
Ohio	0	0	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	0	0
Puerto Rico	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	2	1	0
Texas	5	1	0
Utah	2	1	0
Vermont	0	0	0
Virginia	3	1	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
Total	22	6	0

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with our franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Current and Former Franchisees

A list of names of all franchisees and the addresses and telephone numbers of their Centers are listed in Exhibit F to this Disclosure Document. A list of the name and last known home address and telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during fiscal year ending April 30, 2025, or who has not communicated with us within ten weeks of the date of this Disclosure Document is listed in Exhibit G to this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise System.

Confidentiality Clauses

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the BOT Franchise System. During the last three fiscal years, BOT did not have franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Intelligent Office Franchise System. Our predecessor has entered into Termination and Release Agreements (including the confidentiality clause) within the past three years.

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21 FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit B contains our audited financial statements from July 18, 2025. Our fiscal year end is April 30.

The performance of BOT's obligations under the Franchise Agreement has been guaranteed by our affiliate, FP Franchising, Inc. d/b/a Fully Promoted, pursuant to a Guaranty of Performance. The audited financial statements for FP Franchising, Inc. d/b/a Fully Promoted prepared in accordance with generally accepted accounting principles for the periods ending December 31, 2024, December 31, 2023, and December 31, 2022, are attached as Exhibit B-1 along with a copy of the Guaranty of Performance. Unaudited interim financial statements of FP Franchising, Inc. for the period ending June 30, 2025 are also included in Exhibit B-1.

Item 22 CONTRACTS

The following exhibits contain proposed agreements regarding the Franchise:

Exhibit A – Franchise Agreement and Applicable Addenda

Exhibit E – General Release Agreement

Exhibit H – Deposit Receipt

Exhibit I – Compliance Certification

Exhibit J – Confidentiality and Nondisclosure Agreement

Item 23 RECEIPTS

The last two pages of this Franchise Disclosure Document, Exhibit M, are an acknowledgment of your receipt of this disclosure document. Please detach, sign, date, and return one copy of the receipt to us, acknowledging that you received this Franchise Disclosure Document. Please keep the second copy for your records.

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EXHIBIT A

**FRANCHISE AGREEMENT
AND APPLICABLE ADDENDA**



FRANCHISE AGREEMENT

DATED _____ 20____

SUMMARY PAGE	
1. Franchisee:	_____
2. Initial Franchise Fee:	\$ _____
3. Business Location	_____
4. Territory	_____
5. Franchisee's Address	_____

FRANCHISE AGREEMENT

This Agreement is made between BOT Franchising, LLC, a Florida Limited Liability Company (“BOT Franchising”), and Franchisee (collectively, the “Parties”) effective as of the date signed by BOT Franchising (the “Effective Date”).

Background Statement:

A. BOT Franchising, LLC owns a system (the “System”) for developing and operating a business providing tint and automotive restyling, residential and commercial window film installation and marine tinting, audio upgrades and detailing services, under the trade name “Black Optix Tint”.

B. The System includes (1) methods, procedures, and standards for developing and operating a Black Optix Tint business, (2) plans, specifications, equipment, signage and trade dress for Black Optix Tint businesses, (3) particular products and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by BOT Franchising from time to time.

C. The Parties desire that BOT Franchising license the Marks and the System to Franchisee for Franchisee to develop and operate a Black Optix Tint business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

“**Action**” means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

“**Approved Vendor**” means a supplier, vendor, or distributor of Inputs which has been approved by BOT Franchising.

“**Business**” means the Black Optix Tint business owned by Franchisee and operated under this Agreement.

“**Competitor**” means any business which offers tint and automotive restyling, residential and commercial window film installation and marine tinting, audio upgrades and detailing services.

“**Confidential Information**” means all non-public information of or about the System, BOT Franchising, and any Black Optix Tint business, including all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

“**Gross Revenues**” means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Revenues does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Revenues).

“**Input**” means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

“**Location**” means the location stated on the Location Acceptance Letter.

“**Losses**” includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys’ fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of BOT Franchising’s reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

“**Manual**” means BOT Franchising’s confidential Brand Standards Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

“**Brand Development Fund**” means the fund established (or which may be established) by BOT Franchising into which Brand Development Fund Contributions are deposited.

“**Marks**” means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by BOT Franchising from time to time for use in a Black Optix Tint business.

“**Owner**” means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then “Owner” means Franchisee.

“**Remodel**” means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new Black Optix Tint business.

“**Required Vendor**” means a supplier, vendor, or distributor of Inputs which BOT Franchising requires franchisees to use.

“**System Standards**” means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by BOT Franchising, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design (such as construction, decoration, layout, furniture, fixtures and signs), equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

“**Territory**” means the territory stated on the Location Acceptance Letter.

“**Transfer**” means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. BOT Franchising grants to Franchisee the right to operate a Black Optix Tint business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the Parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate a Black Optix Tint business at the Location for the entire term of this Agreement.

2.2 Protected Territory. BOT Franchising shall not establish, nor license the establishment of, another business within the Territory selling the same or similar goods or services under the same or similar trademarks or service marks as a Black Optix Tint business. BOT Franchising retains the right to:

- (i) establish and license others to establish and operate Black Optix Tint businesses outside the Territory, notwithstanding their proximity to the Territory or their impact on the Business;
- (ii) operate and license others to operate businesses anywhere that do not operate under the Black Optix Tint brand name; and
- (iii) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than Black Optix Tint outlets.

2.3 Full-Time and Best Efforts. Franchisee must devote his or her full-time and best efforts to the management of the Business. If Franchisee is a business entity, Franchisee shall designate an Operating Principal to devote his or her full-time and best efforts to the management of the Business. Within ten (10) days of execution of this Franchise Agreement, if Franchisee is required to designate an Operating Principal, an authorized corporate representative of Franchisee shall give written notice to BOT Franchising of the individual who shall serve as the Operating Principal.

2.4 Entity Franchisee. Franchisee may, at Franchisee's option, operate the Business through a limited liability company, corporation or other business entity, provided that: (i) the full legal name of the business entity shall be added to the Franchise Agreement as an additional Franchisee; (ii) the business entity is newly organized and its activities are confined exclusively to operating the Business; (iii) Franchisee is the owner of all the stock or membership units of the business entity and is the principal executive officer thereof; (iv) Franchisee furnishes BOT Franchising with the name, address, telephone number and percentage of ownership of each officer, director, shareholder and member of the business entity; (v) You and all other beneficial owners in the business entity must either 1) be added as additional Franchisees to the Franchise Agreement, or 2) execute the Owners Agreement attached hereto as Attachment 2 and the Guaranty and Non-Compete Agreement attached hereto as Attachment 3 (or BOT Franchising's then-current standard forms); and (vi) no part of the Marks shall form part of the business entity's legal name. In furtherance of this Section 2.4, in the event Franchisee operates the Business through a business entity which is not named as an additional Franchisee in the Franchise Agreement, Franchisee hereby grants an irrevocable power of attorney to BOT Franchising and appoints BOT Franchising as Franchisee's attorney-in-fact to add the business entity to this Agreement as an additional Franchisee. Franchisee must furnish to BOT Franchising, at any time upon request, a certified copy of its governing documents and a list, in a form BOT Franchising requires, of all owners of record and all other persons having beneficial ownership in business entity reflecting their respective interests in said business entity.

2.5 No Conflict. Franchisee represents to BOT Franchising that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii)

are not listed or “blocked” in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 35 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement subject to the following conditions prior to each expiration:

- (i) Franchisee notifies BOT Franchising of the election to renew between 90 and 180 days prior to the end of the term;
- (ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with BOT Franchising (or any of its affiliates) at the time of election and at the time of renewal;
- (iii) Franchisee has made or agrees to make (within a period of time acceptable to BOT Franchising) renovations and changes to the Business as BOT Franchising requires (including a Remodel, if applicable) to conform to the then-current System Standards;
- (iv) Franchisee and its Owners execute BOT Franchising’s then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than described in this Section;
- (v) Franchisee and each Owner executes a general release (on BOT Franchising’s then-standard form) of any and all claims against BOT Franchising, its affiliates, and their respective owners, officers, directors, agents and employees.
- (vi) Franchisee pays BOT Franchising’s Renewal Fee of \$15,000 or 25% of the then-current Initial Franchise Fee, whichever is greater.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable.

4.2 Royalty Fee. Franchisee shall pay BOT Franchising a weekly royalty fee (the “Royalty Fee”) equal to 6% of Gross Revenues. The Royalty Fee for any given month is due on the 5th day of the following month.

4.3 Equipment Package. Franchisee shall purchase the Equipment Package described in Schedule A to this Agreement from BOT Franchising (or another affiliate or third party designated by BOT Franchising). Franchisee shall pay \$12,500 towards such Equipment Package upon signing this Agreement, and the balance is due within 10 days after signing a lease for the Location.

4.4 Marketing Contributions.

(a) Marketing Fund Contribution. Franchisee shall pay BOT Franchising a contribution to the Marketing Fund (the “Marketing Fund Contribution”) equal to 2% of Franchisee’s Gross Revenues (or such lesser amount as BOT Franchising determines), at the same time as the Royalty Fee.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Revenues (or other amount) determined by the Market Cooperative, not to exceed 5%.

4.5 Technology Fee. Commencing when the Business opens to the public, Franchisee shall pay BOT Franchising the then-current monthly Technology Fee, currently in an amount of \$300, for the hosting, support and maintenance of Franchisee’s website, domain and email account(s) or address(es), and other technology matters.

4.6 Third-Party Vendors. If BOT Franchising requires Franchisee to use a designated third-party vendor, BOT Franchising has the right (but not the obligation) to collect payment on behalf of the vendor and remit the payment to the vendor. If BOT Franchising does so, it may impose a reasonable markup or charge for administering the payment program.

4.7 Conference/Expo Payments In any year in which BOT Franchising is participating in a World Expo or hosting an Annual Conference, Franchisee will make payments to BOT Franchising of \$50.00 per month (the “Conference/Expo Payments”) to be applied toward Franchisee’s costs to attend, including registration fees and accommodations. These payments are non-refundable and may be increased from time to time, depending on costs of attending. In years where BOT Franchising participates in a World Expo, BOT Franchising may not hold a separate Annual Conference.

4.8 Employee Training Fee. If Franchisee sends an employee to BOT Franchising’s training program after opening, BOT Franchising may charge its then-current training fee. As of the date of this Agreement, the training fee is \$500.

4.9 Non-Compliance Fee. BOT Franchising may charge Franchisee \$500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee’s non-payment of a fee owed to BOT Franchising) which Franchisee fails to cure after 30 days’ notice. Thereafter, BOT Franchising may charge Franchisee \$250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of BOT Franchising’s internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee’s breach. The non-compliance fee is in addition to all of BOT Franchising’s other rights and remedies (including default and termination under Section 14.2).

4.10 Reimbursement. BOT Franchising may (but is never obligated to) pay on Franchisee’s behalf any amount that Franchisee owes to a supplier or other third party. If BOT Franchising does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to BOT Franchising within 15 days after invoice by BOT Franchising accompanied by reasonable documentation.

4.11 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Marketing Fund Contribution, Technology Fee, Conference/Expo Payments, and any other amounts owed to BOT Franchising by pre-authorized bank draft or in such other manner as BOT Franchising may require. When Franchisee presents a check as payment, including for the Initial Franchise Fee and Equipment Package, and Franchisee

authorizes BOT Franchising to deposit the check, make a one-time electronic fund transfer (EFT), or a substitute check, in which case funds may be withdrawn from Franchisee's account on the same day payment is made and Franchisee will not receive a cancelled check back from their financial institution.

(b) Upon execution of this Agreement and/or at any other time thereafter at BOT Franchising's request, Franchisee shall sign an authorization substantially in the form attached to this Agreement as Schedule C and all other documents necessary to permit BOT Franchising to withdraw funds from Franchisee's designated bank account by electronic funds transfer in the amount of the Royalty Fee and all other fees and amounts described in this Agreement.

(c) Calculation of Fees. Franchisee shall report weekly Gross Revenues to BOT Franchising by Tuesday of the following week. If Franchisee fails to report weekly Gross Revenues, then BOT Franchising may withdraw estimated Royalty Fees and Marketing Fund Contributions equal to 125% of the last Gross Revenues reported to BOT Franchising, and the Parties will true-up the actual fees after Franchisee reports Gross Revenues. Franchisee acknowledges that BOT Franchising has the right to remotely access Franchisee's point-of-sale system to calculate Gross Revenues.

(d) Late Fees and Interest. If any payments due BOT Franchising under this Agreement, whether to be paid by electronic funds transfer or otherwise, are not received when due, interest on the amount past due will be charged by BOT Franchising at the rate of 18% per annum or the maximum rate of interest permitted by law, whichever is less, plus a late fee of \$100.

(e) Insufficient Funds. BOT Franchising may charge \$30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(f) Costs of Collection. Franchisee shall repay any costs incurred by BOT Franchising (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(g) Application. BOT Franchising may apply any payment received from Franchisee to any obligation and in any order as BOT Franchising may determine, regardless of any designation by Franchisee.

(h) Obligations Independent; No Set-Off. The obligations of Franchisee to pay BOT Franchising any fees or amounts described in this Agreement are not dependent on BOT Franchising's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction. Franchisee acknowledges and agrees that Franchisee has no right to withhold payment of the fees due under this Section Four by right of Franchisee's dissatisfaction with BOT Franchising's performance of its obligations under this Agreement and that if Franchisee is so dissatisfied, Franchisee will pursue other remedies at law which may be available. Additionally, in the event of non-payment by Franchisee of any of its obligations under this Agreement and the failure to cure such non-payment within fifteen (15) days of the due date of the payment, BOT Franchising, at its option, may withhold services from Franchisee including but not limited to store support, email access, remote support, website access and advertising cooperative- or fund-sponsored services.

(i) Security. As security for all monetary and other obligations of Franchisee to BOT Franchising or its affiliates, Franchisee hereby grants to BOT Franchising a first priority security interest in all of Franchisee's assets, including, without limitation, all furniture, fixtures, machinery, equipment, inventory and all other property, (tangible or intangible), now owned or hereafter acquired by Franchisee, used in connection with the Business and wherever located, as well as all contractual and related rights of Franchisee under this Agreement and all other agreements between the Parties. All assets subject to BOT Franchising's security interest which can be kept within the Premises of the Business shall be kept within

said Premises and shall not be sold (except in the ordinary course of the Business's operations), or transferred, assigned, conveyed, encumbered, wasted, discarded, destroyed, relocated, moved, or removed from such Premises without BOT Franchising's prior written consent. Franchisee agrees to execute such financing statements, continuation statements, notices of lien, assignments, or other documents as may be required in order to perfect and maintain BOT Franchising's security interest. BOT Franchising agrees to subordinate its security interest to any working capital lender of Franchisee and to the purchase money security interest of an approved equipment vendor for any equipment purchased by Franchisee and used in the operation of the Business. Franchisee shall pay all filing fees and costs for perfecting BOT Franchising's security interest. Franchisee acknowledges that this Agreement constitutes a security agreement for the purposes of the attachment, perfection, and enforcement of the foregoing security interest. Upon the occurrence of any default under this Agreement, BOT Franchising shall have and be entitled to exercise all rights to which a secured party may be entitled under the version of the Uniform Commercial Code of the state where the Premises are located. Further, BOT Franchising, at its option, may discontinue supplies or services upon Franchisee's default under this Agreement. While Franchisee is in default or breach of this Agreement, BOT Franchising may: (i) require that Franchisee pay cash on delivery for products or services supplied by BOT Franchising; (ii) stop selling or providing any products and services to Franchisee or suspend its performance of any obligations under this Agreement; and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by BOT Franchising shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of BOT Franchising are in addition to any other right or remedy available to BOT Franchising.

ARTICLE 5. ASSISTANCE

5.1 Pre-Opening Assistance. Before Franchisee opens for business, BOT Franchising (either directly or through an affiliate or third party) shall:

- (a) Provide advice in regard to establishing the Business.
- (b) Through its affiliate, Franchise Real Estate, provide assistance in locating a site for the Location and in negotiating the lease of the Location. Franchisee acknowledges that Franchise Real Estate may be compensated by the Landlord for these services. The Location must be approved by BOT Franchising prior to Franchisee attending initial training.
- (c) Provide consultation and advice with regard to alterations, refurbishment, renovation, decoration or other work necessary for the conversion of the Location into a Black Optix Tint, including layout designs; provided, however, that such consultation and advice will be provided by BOT Franchising's affiliate, Franchise Real Estate, on such terms the affiliate currently offers.
- (d) Loan to Franchisee prototype architectural drawings for the Location.
- (e) Advise Franchisee with regard to the way in which fixtures and equipment are to be installed in the Location with a view to the efficient operation of the Business.
- (f) Sell (either directly or through an affiliate or other entity) to Franchisee the equipment, signs, fixtures, furniture and other items (the "Equipment Package") listed in Schedule A to this Agreement.
- (g) Provide Franchisee with list of approved suppliers of the products to be sold at the Business.

(h) Inspect the Business upon completion of construction and installation of the equipment, furniture and fixtures to determine that it meets BOT Franchising's current standards.

(i) Make available its standard initial training at BOT Franchising's headquarters and/or a location designated by BOT Franchising. BOT Franchising shall not charge any fee for Franchisee's attendance at initial training and will cover the cost of Franchisee's airfare (one coach class round trip airfare, baggage and other fees not included) and hotel accommodations for one person and one daily meal during the initial training program. Franchisee is allowed a second person to attend training with no additional training fee; however, Franchisee shall pay for the flight and hotel lodging of the second person. BOT Franchising will charge a reasonable fee for additional persons attending training, and Franchisee is responsible for any additional out-of-pocket attendees incurred by him or her during initial training, and travel, lodging, meal, and other out-of-pocket expenses for additional attendees. Any additional persons attending training will be required sign an agreement on BOT Franchising's standard form not to misuse or disclose to any third party any information or knowledge concerning BOT Franchising's business or the System.

(j) Provide for a period of 5 days, a member of BOT Franchising's staff to assist in initial on-site training and guidance on commencement of operations of the Business. BOT Franchising shall pay the travel and other costs of its staff member for this purpose.

(k) Provide Franchisee with the Manual, which includes statements of policies and procedures, together with instruction and advice in the operation of the Business.

(l) Provide Franchisee with other relevant manuals and written material which, in its discretion, BOT Franchising deems necessary

5.2 Post-Opening Assistance. After Franchisee opens for business, BOT Franchising (either directly or through an affiliate or third party) shall:

(a) Provide Franchisee with details of any alterations and/or improvements in or to the System.

(b) At no cost to Franchisee, periodically visit the Business and furnish to Franchisee such advice and assistance in connection with the operation of the Business as is, from time to time, reasonably required in BOT Franchising's sole discretion. Operating assistance may consist of advice and guidance with respect to:

- (i) Methods and procedures for the purchase, storage, display, and sale of approved products and the supply of approved services;
- (ii) New and additional products and services as BOT Franchising may approve, from time to time, to be used or offered for sale by the Business;
- (iii) The purchase, operation, maintenance and use of equipment, displays, uniforms, materials and supplies;
- (iv) Implementation of advertising and promotional programs approved by BOT Franchising;
- (v) Establishment and implementation of administrative, bookkeeping, accounting, inventory control and general operating procedures for the operation of the Business;

- (vi) Prices to be charged for items and services sold in the Business; and
- (vii) The operation, cleanliness and efficiency of the Business.

(c) Franchisee may at any time request that BOT Franchising send a field/marketing representative to aid Franchisee in the Business. If BOT Franchising has a representative available at the time of the request, BOT Franchising will send a representative at its then-current fee for special assistance (including travel expenses) or the representative may appear via virtual methods (including, but not limited to, Skype®, FaceTime®, or Zoom®). The decision to have the representative appear in-person or virtually shall be within BOT Franchising's sole and exclusive discretion.

(d) BOT Franchising will, from time to time, free of charge, send to Franchisee bulletins on sales and service methods, marketing development and techniques, and/or business and operating procedures.

(e) BOT Franchising will offer advice to Franchisee regarding Franchisee's equipment, computer hardware and software, and service processes by telephone and electronic communication.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory.

(i) The Location will be mutually agreed upon by the Parties. Franchisee shall submit its proposed Location to BOT Franchising for acceptance, with all related information BOT Franchising may request. If BOT Franchising does not accept the proposed Location in writing within 60 days, then it is deemed rejected.

(ii) When BOT Franchising accepts the Location, it will issue a Location Acceptance Letter in the form of Attachment 1 which states the Location and Territory (as determined by BOT Franchising in its discretion).

(iii) **BOT Franchising's advice regarding or acceptance of a site is not a representation or warranty that the Business will be successful, and BOT Franchising has no liability to Franchisee with respect to the location of the Business.**

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by BOT Franchising, Franchisee must submit the proposed lease to BOT Franchising for written approval, (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement, and (iii) Franchisee shall use commercially reasonable efforts to obtain the landlord's signature to a rider to the lease in the form required by BOT Franchising.

6.3 Development. Franchisee shall construct (or remodel) and finish the Location in conformity with BOT Franchising's System Standards. If required by BOT Franchising, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining BOT Franchising's approval of Franchisee's plans. BOT Franchising may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by BOT Franchising or its representatives regarding any architectural, engineering, or legal matters (including without limitation the Americans With Disabilities Act) in the development and construction of the Business, and BOT Franchising assumes no liability with respect thereto. BOT Franchising's inspection

and/or approval to open the Business is not a representation or a warranty that the Business has been constructed in accordance with any architectural, engineering, or legal standards.

6.4 New Franchisee Training. Franchisee must complete BOT Franchising's training program for new franchisees to BOT Franchising's satisfaction at least four weeks before opening the Business.

6.5 Conditions to Opening. Franchisee shall notify BOT Franchising at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) BOT Franchising has inspected and approved the Business, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have completed all of BOT Franchising's required pre-opening training; and (7) BOT Franchising has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business to the public within 180 days after the Effective Date.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws and regulations. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business.

7.3 Products, Services, and Methods of Sale. Franchisee shall offer only those products and services prescribed by BOT Franchising in the Manual or otherwise in writing. Franchisee shall make sales only to retail customers, and only at the Location. Currently, those approved services are auto restyling, auto tinting, electric vehicle tinting, residential and commercial window tinting, paint protection films, ceramic coatings, detailing, and car and marine audio and lighting services. Unless otherwise approved or required by BOT Franchising, Franchisee shall not make sales by any other means, including without limitation by wholesale, by delivery, by mail order or over the internet, or at temporary or satellite locations. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that BOT Franchising may require.

7.4 Prices. Franchisee determines their own prices. Franchisor will advise about pricing upon request, and Franchisor may strongly encourage certain pricing.

7.5 Personnel.

(a) **Management.** The Business must at all times be under the on-site supervision of Franchisee or a general manager who has completed BOT Franchising's training program.

(b) **Service.** Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(c) **Appearance.** Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(d) **Qualifications.** BOT Franchising may set minimum qualifications for categories of employees employed by Franchisee.

(e) **Sole Responsibility.** Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and BOT Franchising are not joint employers, and no employee of Franchisee will be an agent or employee of BOT Franchising. Within seven days of BOT Franchising's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not BOT Franchising) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements, and Franchisee will not use the Marks on any of these documents.

7.6 Post-Opening Training. BOT Franchising may at any time require that Franchisee and/or any other employees complete training programs, in any format and in any location determined by BOT Franchising. BOT Franchising may charge a reasonable fee for any training programs. BOT Franchising may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by Franchisee or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by BOT Franchising. Franchisee shall enter into any subscription and support agreements that BOT Franchising may require. Franchisee shall upgrade, update, or replace any software from time to time as BOT Franchising may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give BOT Franchising unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by BOT Franchising.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. BOT Franchising may take any action it deems appropriate to resolve a customer complaint regarding the Business, and BOT Franchising may require Franchisee to reimburse BOT Franchising for any expenses.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by BOT Franchising for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. BOT Franchising shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by BOT Franchising for such programs. BOT Franchising may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google).

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by BOT Franchising (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by

BOT Franchising. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by BOT Franchising, in the manner specified by BOT Franchising in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another Black Optix Tint business. Franchisee shall comply with all procedures and specifications of BOT Franchising related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance and Repair. Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as BOT Franchising may prescribe from time to time, including but not limited to periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn out signage, floor coverings, furnishings, equipment and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, and repair.

7.13 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, BOT Franchising may require Franchisee to undertake and complete a Remodel of the Location to BOT Franchising's satisfaction. Franchisee must complete the Remodel in the time frame specified by BOT Franchising. BOT Franchising may require Franchisee to submit plans for BOT Franchising's reasonable approval prior to commencing a required Remodel. BOT Franchising's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer), and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

7.14 Meetings. Franchisee shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that BOT Franchising requires, including any national or regional brand conventions. Franchisee shall not permit Franchisee to fail to attend more than three consecutive required meetings.

7.15 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by BOT Franchising in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

- (i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible);
- (ii) Business interruption insurance covering at least 12 months of income;
- (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit;

(iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,000,000; and

(v) Workers Compensation coverage as required by state law.

(b) Franchisee's policies (other than Workers Compensation) must (1) list BOT Franchising and its affiliates as an additional insured, (2) include a waiver of subrogation in favor of BOT Franchising and its affiliates, (3) be primary and non-contributing with any insurance carried by BOT Franchising or its affiliates, and (4) stipulate that BOT Franchising shall receive 30 days' prior written notice of cancellation.

(c) Franchisee shall provide Certificates of Insurance evidencing the required coverage to BOT Franchising prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of BOT Franchising.

7.16 Payments to Third Parties. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

7.17 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Black Optix Tint, the Business, or any particular incident or occurrence related to the Business, without BOT Franchising's prior written approval, which will not be unreasonably withheld.

7.18 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without BOT Franchising's prior written approval, which will not be unreasonably withheld.

7.19 No Other Activity Associated with the Business. Franchisee shall not engage in any business or other activity at the Location other than operation of the Black Optix Tint Business. Franchisee shall not use assets of the Business for any purpose other than the Business. If Franchisee is an entity, the entity shall not own or operate any other business except Black Optix Tint businesses.

7.20 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of BOT Franchising, which will not be unreasonably withheld.

7.21 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by BOT Franchising. Franchisee must display at the Business signage prescribed by BOT Franchising identifying the Location as an independently owned franchise.

7.22 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from BOT Franchising. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by BOT Franchising from time to time in accordance with System Standards. BOT Franchising may require Franchisee to purchase or lease any

Inputs from BOT Franchising, BOT Franchising's designee, Required Vendors, Approved Vendors, and/or under BOT Franchising's specifications. BOT Franchising may change any such requirement or change the status of any vendor. To make such requirement or change effective, BOT Franchising shall issue the appropriate System Standards.

8.2 Alternate Vendor Approval. If BOT Franchising requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by BOT Franchising. BOT Franchising may condition its approval on such criteria as BOT Franchising deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. BOT Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.3 Alternate Input Approval. If BOT Franchising requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by BOT Franchising. BOT Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. BOT Franchising may negotiate prices and terms with vendors on behalf of the System. BOT Franchising may receive rebates, payments or other consideration from vendors in connection with purchases by franchisees. BOT Franchising has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor and to impose a reasonable markup or charge for administering the payment program. BOT Franchising may implement a centralized purchasing system. BOT Franchising may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as BOT Franchising may determine.

8.5 No Liability of Franchisor. BOT Franchising shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.6 Product Recalls. If BOT Franchising or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from BOT Franchising or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

ARTICLE 9. MARKETING

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising, or public relations activities (including in-store marketing materials, websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by BOT Franchising. BOT Franchising may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, include any social media policy that BOT Franchising may prescribe. Franchisee shall implement any marketing plans or campaigns determined by BOT Franchising.

9.2 Use by BOT Franchising. BOT Franchising may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to BOT Franchising for such purpose.

9.3 Brand Development Fund. BOT Franchising may establish a Brand Development Fund to promote the System on a local, regional, national, and/or international level. If BOT Franchising has established a Brand Development Fund:

(a) Separate Account. BOT Franchising shall hold the Brand Development Fund Contributions from all franchisees in one or more bank accounts separate from BOT Franchising's other accounts.

(b) Use. BOT Franchising shall use the Brand Development Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as BOT Franchising reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Brand Development Fund (including the compensation of BOT Franchising's employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Brand Development Fund).

(c) Discretion. Franchisee agrees that expenditures from the Brand Development Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Brand Development Fund will be spent at BOT Franchising's sole discretion, and BOT Franchising has no fiduciary duty with regard to the Brand Development Fund.

(d) Contribution by Other Outlets. BOT Franchising is not obligated to (i) have all other Black Optix Tint businesses (whether owned by other franchisees or by BOT Franchising or its affiliates) contribute to the Brand Development Fund, or (ii) have other Black Optix Tint businesses that do contribute to the Brand Development Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. BOT Franchising may accumulate funds in the Brand Development Fund and carry the balance over to subsequent years. If the Brand Development Fund operates at a deficit or requires additional funds at any time, BOT Franchising may loan such funds to the Brand Development Fund on reasonable terms.

(f) Financial Statement. BOT Franchising will prepare an unaudited annual financial statement of the Brand Development Fund within 120 days of the close of BOT Franchising's fiscal year and will provide the financial statement to Franchisee upon request.

9.4 Market Cooperatives. BOT Franchising may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Location has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Location is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. BOT Franchising shall not require Franchisee to be a member of more than one Market Cooperative. If BOT Franchising establishes a Market Cooperative:

(a) **Governance.** Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by BOT Franchising. BOT Franchising may require the Market Cooperative to adopt bylaws or regulations prepared by BOT Franchising. Unless otherwise specified by BOT Franchising, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. BOT Franchising will be entitled to attend and participate in any meeting of a Market Cooperative. Any Black Optix Tint business owned by BOT Franchising in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, BOT Franchising may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) **Purpose.** Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to BOT Franchising's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) **Approval.** No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of BOT Franchising pursuant to Section 9.1. BOT Franchising may designate the national or regional advertising agencies used by the Market Cooperative.

(d) **Funding.** The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Gross Revenues.

(e) **Enforcement.** Only BOT Franchising will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) **Termination.** BOT Franchising may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Brand Development Fund.

9.5 Required Spending. Franchisee shall spend at least \$1,500 each month on marketing the Business. Upon request of BOT Franchising, Franchisee shall furnish proof of its compliance with this Section. BOT Franchising has the sole discretion to determine what activities constitute "marketing" under this Section. BOT Franchising may, in its discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section.

9.6 Market Introduction Plan. Franchisee must develop a market introduction plan and obtain BOT Franchising's approval of the market introduction plan at least 30 days before the projected opening date of the Business.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as BOT Franchising may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as BOT Franchising may require in the Manual or otherwise in writing, including:

- (i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;
- (ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of BOT Franchising's fiscal year; and
- (iii) any information BOT Franchising requests in order to prepare a financial performance representation for BOT Franchising's franchise disclosure document.

(b) Legal Actions and Investigations. Franchisee shall promptly notify BOT Franchising of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as BOT Franchising may request.

(c) Government Inspections. Franchisee shall give BOT Franchising copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to BOT Franchising such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that BOT Franchising may reasonably request.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to BOT Franchising a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of BOT Franchising's Franchise Disclosure Document and with such other information as BOT Franchising may request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as BOT Franchising may specify in the Manual or otherwise in writing.

10.5 Records Audit. BOT Franchising may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. BOT Franchising may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by BOT Franchising. Franchisee shall also reimburse BOT Franchising for all costs and expenses of the examination or audit if (i) BOT Franchising conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Revenues by 2% or more for the audited period.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by BOT Franchising. BOT Franchising may supplement, revise, or modify the Manual, and BOT Franchising may change, add or delete System Standards at any time in its discretion. BOT Franchising may inform Franchisee thereof by any method that BOT Franchising deems appropriate (which need not qualify as “notice” under Section 18.9). In the event of any dispute as to the contents of the Manual, BOT Franchising’s master copy will control.

11.2 Inspections. BOT Franchising may enter the premises of the Business from time to time during normal business hours and conduct an inspection. Franchisee shall cooperate with BOT Franchising’s inspectors. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. BOT Franchising may videotape and/or take photographs of the inspection and the Business. BOT Franchising may set a minimum score requirement for inspections, and Franchisee’s failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting BOT Franchising’s other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If BOT Franchising conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed inspection), then BOT Franchising may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee.

11.3 BOT Franchising’s Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, BOT Franchising may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse BOT Franchising for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, BOT Franchising may (i) require that Franchisee pay cash on delivery for products or services supplied by BOT Franchising, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by BOT Franchising shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of BOT Franchising are in addition to any other right or remedy available to BOT Franchising.

11.5 Business Data. All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by BOT Franchising. BOT Franchising hereby licenses such data back to Franchisee without charge solely for Franchisee’s use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to BOT Franchising all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, “Innovations”) conceived or developed by Franchisee, its employees, agents or contractors. BOT Franchising will automatically own all Innovations, and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by BOT Franchising to document BOT Franchising’s ownership of Innovations.

11.7 Communication Systems. If BOT Franchising provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes BOT Franchising to access such communications.

11.8 Delegation. BOT Franchising may delegate any duty or obligation of BOT Franchising under this Agreement to an affiliate or to a third party.

11.9 System Variations. BOT Franchising may vary or waive any System Standard for any one or more Black Optix Tint franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.10 Temporary Public Safety Closure. If BOT Franchising discovers or becomes aware of any aspect of the Business which, in BOT Franchising's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon BOT Franchising's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. BOT Franchising shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by BOT Franchising, and only in the manner as BOT Franchising may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of BOT Franchising.

12.2 Change of Marks. BOT Franchising may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after BOT Franchising makes any such change, Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) BOT Franchising shall defend Franchisee (at BOT Franchising's expense) against any Action by a third-party alleging infringement by Franchisee's use of a Mark, and (ii) BOT Franchising will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify BOT Franchising if Franchisee becomes aware of any possible infringement of a Mark by a third party. BOT Franchising may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. BOT Franchising shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the words "Black Optix Tint" or any confusingly similar words in its legal name.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by BOT Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by BOT Franchising, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by BOT Franchising (except for Confidential Information which BOT Franchising licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee nor any Owner (the “Restricted Parties”) shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor within five miles of Franchisee’s Territory or the territory or location of any other Black Optix Tint business operating on the date of termination or transfer, as applicable. If this Agreement is terminated before the Territory is determined, then the area of non-competition will be a five mile radius of the Location and of the territory or location of any other Black Optix Tint business operating on the date of termination.

(c) Interpretation. The Parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any arbitrator or court, then the Parties intend that the arbitrator or court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of BOT Franchising. Franchisee agrees that the existence of any claim it may have against BOT Franchising shall not constitute a defense to the enforcement by BOT Franchising of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 General Manager and Key Employees. If requested by BOT Franchising, Franchisee will cause its general manager and other key employees to sign BOT Franchising’s then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if BOT Franchising violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after BOT Franchising receives written notice of termination.

14.2 Termination by BOT Franchising.

(a) Subject to 10-Day Cure Period. BOT Franchising may terminate this Agreement if Franchisee does not make any payment to BOT Franchising when due, or if Franchisee does not have sufficient funds in its account when BOT Franchising attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after BOT Franchising gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to BOT Franchising's satisfaction within 30 days after BOT Franchising gives notice to Franchisee of such breach, then BOT Franchising may terminate this Agreement.

(c) Without Cure Period. BOT Franchising may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

- (i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;
- (ii) Franchisee knowingly submits any false report or knowingly provides any other false information to BOT Franchising;
- (iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;
- (iv) Franchisee fails to open for business within 180 days after the Effective Date;
- (v) Franchisee loses possession of the Location;
- (vi) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;
- (vii) Franchisee abandons or ceases operation of the Business for more than five consecutive days;
- (viii) Franchisee or any Owner slanders or libels BOT Franchising or any of its employees, directors, or officers;
- (ix) Franchisee refuses to cooperate with or permit any audit or inspection by BOT Franchising or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;
- (x) the Business is operated in a manner which, in BOT Franchising's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails

to cure such danger within 48 hours after becoming aware of the danger (due to notice from BOT Franchising or otherwise);

- (xi) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;
- (xii) BOT Franchising (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate) (provided that termination of a Multi-Unit Development Agreement with Franchisee or its affiliate shall not give BOT Franchising the right to terminate this Agreement);
- (xiii) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or
- (xiv) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in BOT Franchising's opinion is reasonably likely to materially and unfavorably affect the Black Optix Tint brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

- (i) pay all amounts owed to BOT Franchising based on the operation of the Business through the effective date of termination or expiration;
- (ii) return to BOT Franchising all copies of the Manual, Confidential Information and any and all other materials provided by BOT Franchising to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;
- (iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to BOT Franchising or any new franchisee as may be directed by BOT Franchising, and Franchisee hereby irrevocably appoints BOT Franchising, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and
- (iv) cease doing business under any of the Marks.

14.4 Remove Identification. Within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a Black Optix Tint business, to the reasonable satisfaction of BOT Franchising. Franchisee shall comply with any reasonable instructions and procedures of BOT Franchising for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, BOT Franchising may enter the Location to remove the Marks and de-identify the Location. In this event, BOT Franchising will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by BOT Franchising.

14.5 Liquidated Damages. If BOT Franchising terminates this Agreement based upon Franchisee’s default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to BOT Franchising a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average Royalty Fees that Franchisee owed to BOT Franchising under this Agreement for the 12-month period preceding the date on which Franchisee ceased operating the Business; multiplied by (y) the lesser of (1) 24 or (2) the number of months remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 12 months, then (x) will equal the average Royalty Fees that Franchisee owed to BOT Franchising during the period that Franchisee operated the Business. The “average Royalty Fees that Franchisee owed to BOT Franchising” shall not be discounted or adjusted due to any deferred or reduced Royalty Fees set forth in an addendum to this Agreement, unless this Section 14.5 is specifically amended in such addendum. Franchisee acknowledges that a precise calculation of the full extent of BOT Franchising’s damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee’s payment to BOT Franchising under this Section will be in lieu of any direct monetary damages that BOT Franchising may incur as a result of BOT Franchising’s loss of Royalty Fees that would have been owed to BOT Franchising after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, BOT Franchising’s right to injunctive relief for enforcement of Article 13, and any attorneys’ fees and other costs and expenses to which BOT Franchising is entitled under this Agreement. Except as provided in this Section, Franchisee’s payment of this lump sum shall be in addition to any other right or remedy that BOT Franchising may have under this Agreement or otherwise.

14.6 Purchase Option. When this Agreement expires or is terminated, BOT Franchising will have the right (but not the obligation) to purchase any or all of the assets related to the Business, and/or to require Franchisee to assign its lease or sublease to BOT Franchising. To exercise this option, BOT Franchising must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that BOT Franchising elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee’s last filed tax returns or (ii) the fair market value of the assets. If the Parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both Parties. The Parties will equally share the cost of the appraisal. BOT Franchising’s purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or “going concern” value for the Business. BOT Franchising may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by BOT Franchising. If BOT Franchising exercises the purchase option, BOT Franchising may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee’s portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by BOT Franchising to cure defaults under Franchisee’s lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, BOT Franchising may pay a portion of the purchase price directly to the lienholder to pay off such lien. BOT Franchising may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee’s taxes and other liabilities are paid. BOT Franchising may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By BOT Franchising. BOT Franchising may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and BOT Franchising may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that BOT Franchising entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing BOT Franchising at least 60 days prior notice of the proposed Transfer, and without obtaining BOT Franchising's consent. In granting any such consent, BOT Franchising may impose conditions, including, without limitation, the following:

- (i) BOT Franchising receives a transfer fee equal to \$39,500 or the then-current transfer fee, whichever is greater;
- (ii) the proposed assignee and its owners have completed BOT Franchising's franchise application processes, meet BOT Franchising's then-applicable standards for new franchisees, and have been approved by BOT Franchising as franchisees;
- (iii) the proposed assignee is not a Competitor;
- (iv) the proposed assignee executes BOT Franchising's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the proposed assignee will not be required to pay an initial franchise fee);
- (v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;
- (vi) Franchisee has paid all monetary obligations to BOT Franchising and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to BOT Franchising or its affiliates;
- (vii) the proposed assignee and its owners and employees undergo such training as BOT Franchising may require;
- (viii) Franchisee, its Owners, and the transferee and its owners execute a general release of BOT Franchising in a form satisfactory to BOT Franchising; and
- (ix) the Business fully complies with all of BOT Franchising's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to BOT Franchising, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by BOT Franchising, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by BOT Franchising (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.5 BOT Franchising’s Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3, to a co-Owner, or to a spouse, sibling, or child of an Owner), BOT Franchising will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to BOT Franchising a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of BOT Franchising’s receipt of such copy, BOT Franchising will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that BOT Franchising may substitute cash for any other form of payment). If BOT Franchising does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee’s rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an “all assets” security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to BOT Franchising) BOT Franchising, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, “Indemnitees”) against all Losses in any Action by or against BOT Franchising and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions arising as a result of any Indemnitee’s intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. An Indemnitee may elect to assume the defense of any Action subject to this indemnification, and control all aspects of defending the Action, including negotiations and settlement, at Franchisee’s expense. Such an undertaking shall not diminish Franchisee’s obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsection (c) and (d), any controversy or claim between the Parties (including any controversy or claim arising out of or relating to this Agreement or its formation and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where BOT Franchising’s headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without

waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of any of BOT Franchising's intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for BOT Franchising to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, BOT Franchising and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

17.3 Waiver of Class Actions. The Parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the Parties agree that any such legal proceeding will be brought in the United States District Court where BOT Franchising's headquarters is then located. If there is no federal jurisdiction over the dispute, the Parties agree that any such legal proceeding will be brought in the court of record of the state and county where BOT Franchising's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The Parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. BOT Franchising is not a fiduciary of Franchisee. BOT Franchising does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect BOT Franchising's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. BOT Franchising has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, BOT Franchising, and BOT Franchising’s affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by BOT Franchising in its franchise disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both Parties. This provision does not limit BOT Franchising’s rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party’s rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The Parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Florida (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the Parties. The Parties agree that any Florida law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to BOT Franchising, addressed to 2121 Vista Parkway, West Palm Beach, FL 33411. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, BOT Franchising may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the Parties in accordance with Section 3.2, then at any time (regardless of any course of dealing by the Parties), BOT Franchising may by giving written notice to Franchisee (the “Holdover Notice”) either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as BOT Franchising specifies, or (ii) bind Franchisee to a renewal term of 5 years, and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

18.11 Joint and Several Liability. If two or more people sign this Agreement as “Franchisee”, each will have joint and several liability.

18.12 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by BOT Franchising does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and BOT Franchising.

THE PARTIES HERETO acknowledge that they have read and fully understand all of the above and foregoing. By signing below, each party agrees to abide by all of the terms and conditions contained in this Agreement.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF CALIFORNIA
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with BOT Franchising, LLC, Franchisee hereby acknowledges that:

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

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

2. Effective Date. This Rider is effective as of the Effective Date.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF ILLINOIS
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with BOT Franchising, LLC, Franchisee hereby acknowledges that:

- 1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Illinois Act” means the Illinois Franchise Disclosure Act of 1987.
- 2. Governing Law and Jurisdiction.** Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.
- 3. Limitation of Claims.** No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to Franchisee of a written notice disclosing the violation, whichever shall first expire.
- 4. Waivers Void.** Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.
- 5. Effective Date.** This Rider is effective as of the Effective Date.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF INDIANA
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with BOT Franchising, LLC, Franchisee hereby acknowledges that:

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Indiana Acts” means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of Franchisee within the exclusive territory granted Franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with Franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of Franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom Franchisee does business, on account of, or in relation to, the transaction between Franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to Franchisee.

(5) Requiring Franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between Franchisee and the franchisor to be referred to any person, if referral would be binding on Franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which Franchisee had ordered for private retail consumers prior to Franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if Franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring Franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to Franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that Franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF MARYLAND
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with BOT Franchising, LLC, Franchisee hereby acknowledges that:

- 1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Maryland Franchise Law” means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.
- 2. Releases, Estoppels and Waivers of Liability.** All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.
- 3. Statute of Limitations.** Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.
- 4. Jurisdiction.** Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
- 5. Acknowledgements.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 6 Effective Date.** This Rider is effective as of the Effective Date.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF MINNESOTA
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with BOT Franchising, LLC, Franchisee hereby acknowledges that:

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Minnesota Act” means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring 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 (1) any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect Franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect Franchisee’s right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state “No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues.”

3. Effective Date. This Rider is effective as of the Effective Date.

Signatures on following page.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF NEW YORK
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with BOT Franchising, LLC, Franchisee hereby acknowledges that:

- 1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.
- 2. Waivers Not Required.** Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve BOT Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33.
- 3. Waivers of New York Law Deleted.** Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by BOT Franchising with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.
- 4. Governing Law.** Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.
- 5. Effective Date.** This Rider is effective as of the Effective Date.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF NORTH DAKOTA
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with BOT Franchising, LLC, Franchisee hereby acknowledges that:

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

- (1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.
- (2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.
- (3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.
- (4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.
- (5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.
- (6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.
- (7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.
- (8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.
- (9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- (10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Rider is effective as of the Effective Date.

Signatures on following page.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF RHODE ISLAND
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with BOT Franchising, LLC, Franchisee hereby acknowledges that:

- 1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.
- 2. Jurisdiction and Venue.** Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.
- 3. Effective Date.** This Rider is effective as of the Effective Date.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF WASHINGTON
ADDENDUM TO FRANCHISE AGREEMENT**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. In any arbitration involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. A release or waiver of rights in the franchise agreement or related agreements purporting to bind Franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. Franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase Franchisee's business for any reason during the term of the franchise agreement without Franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. Any provision in the franchise agreement or related agreements that requires Franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. Any provision in the franchise agreement or related agreements requiring Franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that Franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
16. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. Any provision in the franchise agreement or related agreements that prohibits Franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

SCHEDULE A TO FRANCHISE AGREEMENT

BLACK OPTIX TINT EQUIPMENT PACKAGE UNITED STATES 2025-26

GRAPHICS CUTTER

A Plotter will turn your shop into a highly efficient, high quality tinting operation. A plotter is a specialized machine that precisely cuts window tint film using digital patterns. Instead of cutting film by hand directly on a car, you feed the film into the plotter, choose the vehicle's make and model in the software, and the machine cuts the exact shape of each window. The software will guarantee perfect cut every time, saving a lot of wasted material. You will also receive an extra cutting strip and blade so there will be no delays in production.

WINDOW TINT SOFTWARE

Window tint software is more than just a cutting library, it's a powerful tool that brings speed, accuracy, and professionalism to every job you do. When paired with your plotter, it completely transforms your workflow. Instantly pull up pre-cut patterns for thousands of vehicles—windshields, sides, rear windows, sun strips, even paint protection film. Just enter the year, make, and model, and you're ready to cut. No more hand-tracing or guessing. This software is easy to use and regularly updated with new vehicle patterns and features, so your shop stays ahead of the curve.

SHOP COMPUTER STATION

This computer station includes a computer and a standing desk. An all-in-one computer is specifically designed to run your window tint software and cutter. Located in your shop, this computer integrates the main components of a desktop computer directly into the monitor itself.

WINDOW TINT START-UP PACKAGE

Black Optix Tint has its own private label window tint. You will receive multiple rolls of Excel, Extreme, and IR tint. Each tint provides heat rejection, UV protection, a lifetime warranty and is made in the USA at different levels, which will be sold at different price points.

PAINT PROTECTION FILM (PPF) START UP PACK

Black Optix Tint supplies its own private label Paint Protection Film (PPF) in a gloss finish, delivered in multiple roll sizes including 30-inch, 36-inch, and 60-inch widths. The variety of roll sizes is designed to reduce material waste and enhance installation efficiency. By selecting the appropriate roll width based on the specific dimensions of each vehicle panel, installers can minimize excess material usage and maximize overall profitability.

PORTABLE JUMP STARTER

During the tinting process, the vehicle's ignition often needs to be in accessory mode, or the doors may be open for extended periods. This can drain the car's battery, especially if it's already weak or older. A jump starter provides a quick and convenient way to restart the vehicle without needing another car or waiting for roadside assistance.

TINT TOOL PACKAGE

To ensure a smooth and successful launch of your Black Optix Tint location, we will provide a comprehensive starter kit with all the essential tools and supplies your shop needs. This includes key items such as a Titan Tool, Slim Foot, Bulldozer, razor blades, scrubber, white scrub pads, "Do Not Roll Down" stickers, soak rope, and circle templates. In addition, you'll receive vital shop consumables like spray bottles, lacquer thinner, Johnson & Johnson baby shampoo, ammonia, dryer sheets, bar soap, wet/dry

sandpaper, blue scrub sponges, zip ties, trash cans, microfiber towels, and extension cords. These items are curated to set your team up for efficiency, professionalism, and high-quality results from day one.

TECHNICIAN TOOL KIT

When new employees are hired for your shop, they should be able to start working on the first day. Three tool belts and tint tool packages will be provided for new employees.

HEAT GUNS

Heat Guns are an essential part of your Black Optix Tint shop. Heat guns are used in the shrinking process, allowing the tint to be molded to fit the window's shape. This is especially important for curved windows where the film needs to be shrunk. Heat can also be used to smooth out any air bubbles in the touch up process trapped under the film during application.

DETAILING STOOLS

Detailing stools are height-adjustable and have oversized, padded seats, allowing technicians to find the most comfortable position for working on different areas of the car. They have heavy-duty rolling wheels that enable detailers to move around the vehicle quickly and easily without repeatedly getting up and down. By allowing technicians to work more comfortably and with their tools close at hand, detailer stools contribute to faster and more efficient completion of tasks such as applying and trimming window film, as well as cleaning and prepping surfaces.

STEAMER

A steamer is used to remove old window films. The steam softens the adhesive that bonds the film to the glass, making it easier to peel off. While primarily for removal, steamers can also be used for minor adjustments to new tint installations and for cleaning window tracks and other components.

POWER TOOL/ HAND TOOLS KIT

Power tools and hand tools will be utilized throughout the 12V installation process to facilitate the disassembly and reassembly of various vehicle components. These may include, but are not limited to, door panels, dashboards, rear decks, headlight assemblies, and bumpers. The tools provided include, but are not limited to, electric drills, power screwdrivers, assorted bits, rechargeable batteries with chargers, and a comprehensive mechanical hand tool set. The use of these tools ensures a faster, more efficient, and professional installation process.

TINT WALL RACKS

Wall mounted racks keep tint film rolls neatly organized, preventing them from being damaged or cluttered on the floor, and making it easier to locate the specific tint needed for a job. By keeping film organized and readily available, shelves contribute to faster workflow and increased efficiency in the tinting process.

TOOL STORAGE DRAWER

Your Black Optix Tint uses numerous tools, such as various squeegees, scrapers, knives, spray bottles, heat guns, and microfiber towels, along with materials like window film and application solutions. A tool storage drawer and utility cart provide a dedicated and organized space for these items, making them easily accessible during the tinting process. Ultimately, storage items are an indispensable tool in a window tinting shop, enabling professionals to work more efficiently, maintain a well-organized workspace, and ensure the safety of both their tools and the vehicles they are working on.

MOBILE PEEL BOARDS

Mobile peel boards are used to provide a clean, flat surface for preparing and working with window film. They are portable, allowing installers to move them around the shop or even to off-site tinting jobs. The Peel Boards help in reducing dust and contamination, improving the quality of the tint job. They can be used for various tasks like cutting film, shrinking it to fit the window curvature, and peeling the liner.

TINT STORAGE SHELVING

A tint storage unit is used to safeguard window tint film from damage and maintain its quality during storage. This involves protecting it from environmental factors like extreme temperatures, humidity, and dust, which can compromise the film's adhesive and optical properties. A well-maintained storage unit can also help in tracking inventory and preventing waste by allowing for proper organization and storage of film rolls.

CUSTOM RETAIL SHOWROOM

Your professional showroom is designed with comfort and experience in mind. Clients can relax in the seating area complete with a wall-mounted TV while they wait, they can explore the displays showcasing film options, ceramic coating options, shade levels, and heat rejection.

POINT OF SALE COUNTER

The custom designed point-of-sale counter makes the check-in and checkout process smooth and efficient for your customers. Your knowledgeable staff is always on hand to answer questions and walk your customers through product selections. From quoting to project completion, your space is created to reflect the quality and care you put into every vehicle.

POINT OF SALE SOFTWARE

This cloud-based POS system, eCommerce platform, online booking system, and loyalty program, can help you manage your inventory, track customer relationships, generate sales reports, schedule appointments, and provide a personalized experience. Plus, the cloud-based system allows you to access your data and tools from any device with an internet connection, giving you the flexibility to manage your business from anywhere. A cash drawer, (2) two monitors, a barcode scanner and a receipt printer are included for an easy to integrate system.

ACCOUNTING SOFTWARE

The Accounting Software can be used to record monthly sales & expenses, handle payroll, generate business reports and customer mailing lists. The entire package has been designed to help your business run smoothly and efficiently. This software integrates seamlessly with the Point of Sale Station. A one-year subscription is provided with the business startup; software will be required to be renewed by the franchisee after year two.

DIGITAL PRODUCTION MANAGEMENT SCREEN

Two flat screen digital menu boards provide a dynamic and engaging platform to communicate with customers in a window tinting shop, ultimately enhancing the customer experience and potentially driving sales and business growth. These digital displays can present the various types of window tint films offered, including their features, benefits (UV protection, privacy, aesthetics), and different shades or levels available.

POWER BACKUP SYSTEM

An uninterruptible battery backup acts as an insurance policy, protecting valuable equipment, data, and business operations from the potential financial and reputational damage caused by power irregularities. Power disruptions can damage these machines or corrupt the programming data, leading to costly repairs or replacements. A battery backup ensures a steady power supply, safeguarding against issues.

CUSTOM BLACK OPTIX TINT COMMUNITY WEB PAGE

In your window tinting shop, a community webpage serves as a central hub for engaging with existing customers, attracting new ones, and establishing the business as a local leader in the field. Your community web page will drive traffic and conversations to your Black Optix Tint location. The web page is complete with contact information, your featured photos, and the types of services you provide.

MARKETING AND PRINTED MATERIALS

Business cards and various marketing materials serve as essential tools to attract customers, build brand awareness, and promote services. They contribute to a professional image and help solidify your business's place in the market. These materials are crucial to reach potential customers, establish a professional image, and grow their businesses through a combination of traditional and digital strategies.

DIGITAL MARKETING PACKAGE

Comprehensive grand opening digital marketing package for your first 6 months of business. Messaging includes “coming soon” and “now open” as your business moves along the opening timeline. Campaigns will focus on basic business products and evergreen Black Optix Tint content to help build brand awareness in your local area and drive leads to your store.

GRAND OPENING/PUBLIC RELATIONS EVENT COORDINATION

Increase awareness for and introduce potential customers to your new business with a high-energy media and public relations campaign in your local market. Program components include a Grand Opening ‘ribbon cutting’ in conjunction with your local Chamber of Commerce (once membership is secured by Franchise Owner), featuring local business leaders and dignitaries (if available), a Press Release to announce your opening, hand-pitched to local media, community/social media influencer collaboration and radio promotion (if available, through trade-based assets), and guidance in coordinating an event at or near your location.

APPAREL PACKAGE

An initial supply of Black Optix Tint embroidered shirts is provided to support branding and advertising efforts and to provide a consistent image. This apparel package will communicate a level of professionalism to your customer as all items follow the Black Optix Tint corporate identity policy and meet brand standards.

BLACK OPTIX TINT WINDOW GRAPHICS

These full color custom window graphics will have the hours of operations and the Black Optix Tint logo displayed on the front windows of your store. These vibrant and captivating displays transform your storefront into an engaging visual masterpiece, grabbing attention and inviting foot traffic into your establishment.

ELECTRIC OUTDOOR SIGN*

The Black Optix Tint logo is proudly displayed on an illuminated sign or channel letters, up to 2’ x 15’, dominating the face of your shop. The sign box or channel letter sign is constructed of the finest materials and serves as a tremendous advertisement for the Black Optix Tint franchise.

SHIPPING AND DELIVERY

Shipping, delivery, and installation are included in the package.

Total \$110,382*

*** Plus tax for all equipment and furnishings.**

*All interior and exterior signs may be subject to approval by local municipal authorities and landlords. If changes are required, BOT Franchising, LLC will order signs to conform to landlord and municipal authority requirements.

As the brand constantly improves products and equipment, we reserve the right to revise, change, and/or substitute product features, dimensions, specifications, and designs without notice to improve our stores' capabilities and quality. Prices are subject to change without notice.

OPTIONAL ITEMS

AUDIO DISPLAY

The audio display is designed to create an engaging, interactive experience for customers. It will allow users to hear the difference between amplified and unamplified speakers, helping to demonstrate product value and support upselling efforts. Additionally, an integrated LED light display will attract attention and enhance the overall customer experience, contributing to increased foot traffic and sales.

AUDIO EQUIPMENT

The provided audio equipment includes, but is not limited to, all necessary materials for the display. This includes a double-DIN radio, a 10-inch multifunctional radio, a variety of branded door speakers, as well as a subwoofer and amplifier display. Additionally, the bundle will include "ready-to-sell" backup units to ensure continuous availability and support sales efforts.

Total \$2,867*

*** Plus tax for all equipment and furnishings.**

SCHEDULE B TO FRANCHISE AGREEMENT

ASSIGNMENT OF TELEPHONE NUMBERS, DOMAIN NAMES AND EMAIL ADDRESSES

This assignment shall be effective as of the date of termination of the Franchise Agreement entered into between BOT Franchising, LLC (“Franchisor”) and _____ (“Franchisee”). Franchisee hereby irrevocably assigns to Franchisor or its designee the telephone number or numbers and listings, domain names and email addresses issued to Franchisee with respect to each and all of Franchisee’s Black Optix Tint businesses. Franchisee agrees to pay all amounts, whether due and payable or not, that any domain name registry (“Registry”) or internet service provider (“ISP”) may require in connection with such transfer. This assignment is for collateral purposes only and Franchisor shall have no liability or obligation of any kind whatsoever arising from this assignment, unless Franchisor desires to take possession and control over the telephone numbers, domain names and email addresses.

Franchisor is hereby authorized and empowered upon termination of the Franchise Agreement that, and without any further notice to Franchisee, to notify the telephone company, as well as any other company that publishes telephone directories (“telephone companies”), the Registry and the ISP to transfer the telephone numbers, domain names and email addresses to Franchisor or such other person or firm as is designated by Franchisor. In furtherance thereof, Franchisee hereby grants an irrevocable power of attorney to Franchisor and appoints Franchisor as its attorney-in-fact to take any necessary actions to assign the telephone numbers, domain names and email addresses including but not limited to, executing any forms that the telephone companies, the Registry or the ISP may require to effectuate the assignment. This assignment is also for the benefit of the telephone companies, the Registry and the ISP and the telephone companies, the Registry and the ISP may accept this assignment and Franchisor’s instructions as conclusive evidence of Franchisor’s rights in the telephone numbers, domain names, and email addresses and Franchisor’s authority to direct the amendment, termination or transfer of the telephone numbers, domain names and email addresses as if they had originally been issued to Franchisor. In addition, Franchisee agrees to hold the telephone companies, the Registry, and the ISP harmless from any and all claims against them arising out of any actions or instructions by Franchisor regarding the telephone numbers, domain names and email addresses.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

SCHEDULE C TO FRANCHISE AGREEMENT

**ELECTRONIC FUNDS TRANSFER AUTHORIZATION
TO HONOR CHARGES DRAWN BY AND PAYABLE TO
BOT FRANCHISING, LLC (“PAYEE”)**

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, “debits”) drawn on such account which are payable to the above named Payee. It is agreed that Depository’s rights with respect to each such debit shall be the same as if it were a check drawn and signed by Depositor. It is further agreed that if any such debt is not honored, whether with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

- (1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.
- (2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
- (3) To defend at Depositor’s own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository’s or Payee’s participation therein.

Name of Depository: _____

Name of Depositor: _____

Designated Bank Acct.: _____
(Please attach one voided check for the above account)

Franchise Location: _____

Location #: _____

Address: _____

Phone #: _____ Fax #: _____

Name of Franchisee/Depositor (please print): _____

By: _____
Signature and Title of Authorized Representative

Date: _____

ATTACHMENT 1 TO FRANCHISE AGREEMENT

LOCATION ACCEPTANCE LETTER

To: _____

This Location Acceptance Letter is issued by BOT Franchising, LLC for your Black Optix Tint franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

2. The Territory of the Business is:

BOT Franchising, LLC

By: _____

Print Name/Title: _____

Date: _____

ATTACHMENT 2 TO FRANCHISE AGREEMENT

OWNERS AGREEMENT

As a condition to the execution by BOT Franchising, LLC (“we” or “us”), of a Franchise Agreement with _____ (“Franchisee”), each of the undersigned individuals (“Owners”), who constitute all of the owners of a direct or indirect beneficial interest in Franchisee, covenant and agree to be bound by this Owners Agreement (“Owners Agreement”).

1. **Acknowledgments.**

1.1 **Franchise Agreement.** Franchisee entered into a franchise agreement with us effective as of _____ (“Franchise Agreement”). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 **Role of Owners.** Owners are the beneficial owners of all of the equity interest, membership interest, or other equity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives and assigns. Franchisee’s obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee’s owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. **Non-Disclosure and Protection of Confidential Information.**

2.1 **Confidentiality.** Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee’s non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential, will also be deemed Confidential Information for purposes of this Owners Agreement.

2.2 **Immediate Family Members.** Owners acknowledge that they could circumvent the purpose of Section 2.1 by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 2.1 if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in Section 3, below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.

3. Covenant Not To Compete and To Not Solicit.

3.1 Non-Competition and Non-Solicitation During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition and solicitation both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that each such covenant related to non-competition and non-solicitation will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

4.1 Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Owners will indemnify, defend and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Owners will continue in full force and effect.

5. Transfers.

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding transfers. Owners acknowledge and agree that any attempted transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Owners Agreement and the Franchise Agreement.

6. Notices.

6.1 Method of Notice. Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2 Notice Addresses. Our current address for all communications under this Owners Agreement is:

BOT Franchising, LLC
2121 Vista Parkway
West Palm Beach, FL 33411

The current address of each Owner for all communications under this Owners Agreement is designated on the Statement of Ownership, attached to this Owners Agreement as Attachment A. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. Enforcement of This Owners Agreement.

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3 Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for

Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

8.1 No Other Agreements. This Owners Agreement constitutes the entire, full and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those in this Owners Agreement. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Owners Agreement), no amendment, change or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e. to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

8.3 No Third Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns) any rights or remedies under or by reason of this Owners Agreement.

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

8.5 Binding Effect. This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

8.6 Successors. References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns or transferees.

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or

default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.

8.8 No Personal Liability. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Owners Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9 Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

Owners:

Signature: _____
Print Name: _____
Date: _____

BOT Franchising, LLC hereby accepts the agreements of the Owner(s) hereunder.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

ATTACHMENT A TO OWNER'S AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee: _____

Trade Name (if different from above): _____

**Form of Ownership
(Check One)**

Partnership **Corporation** **Limited Liability Company**

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

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

If a **Limited Liability Company**, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: _____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners:

Name	Address	Percentage of Stock

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

Owners:

Signature: _____
Print Name: _____
Date: _____

ATTACHMENT 3 TO FRANCHISE AGREEMENT

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this “Guaranty”) is executed by the undersigned person(s) (each, a “Guarantor”) in favor of BOT Franchising, LLC, a Florida Limited Liability Company (“BOT Franchising”).

Background Statement: _____ (“Franchisee”) desires to enter into a Franchise Agreement with BOT Franchising for the franchise of a Black Optix Tint business (the “Franchise Agreement”; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce BOT Franchising to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to BOT Franchising and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to BOT Franchising, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and BOT Franchising upon demand from BOT Franchising. Guarantor waives (a) acceptance and notice of acceptance by BOT Franchising of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that BOT Franchising make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by BOT Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by BOT Franchising, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by BOT Franchising or its affiliates (except for Confidential Information which BOT Franchising licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to BOT Franchising. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located within five miles of Franchisee’s Territory or the territory of any other Black Optix Tint business operating on the date of termination or transfer, as applicable. If this Agreement is terminated before the Territory is determined, then the area of non-competition will be a five mile radius of the Location and of the territory or location of any other Black Optix Tint business operating on the date of termination.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of BOT Franchising. Guarantor agrees that the existence of any claim it or Franchisee may have against BOT Franchising shall not constitute a defense to the enforcement by BOT Franchising of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor agrees that Guarantor’s liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which BOT Franchising may from time-to-time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Florida (without giving effect to its principles of conflicts of law). The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to BOT Franchising all costs incurred by BOT Franchising (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Signatures on following page.

Agreed to by:

Franchisee:

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Date: _____

Corporate Name (If Applicable):

By: _____

Print Name/Title: _____

Date: _____

ATTACHMENT 4 TO FRANCHISE AGREEMENT

RIDER TO LEASE AGREEMENT

Landlord: _____
Notice Address: _____

Telephone: _____

Franchisor:
BOT Franchising, LLC
Notice Address: 2121 Vista Parkway, West Palm
Beach, FL 33411
Telephone: (888) 816-6749

Tenant: _____

Leased Premises: _____

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a Black Optix Tint business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default (“Default”) given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant’s Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the Black Optix Tint brand. Any provision of the Lease which limits Tenant’s right to own or operate other Black Optix Tint outlets in proximity to the Leased Premises shall not apply to Franchisor.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant’s business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant’s right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor’s brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

Executed by:

LANDLORD:

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

BOT FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B
FINANCIAL STATEMENTS

BOT Franchising, LLC
Audited Financial Statements
July 18, 2025

BOT FRANCHISING, LLC

TABLE OF CONTENTS

Independent Auditor's Report	1-2
Financial Statements:	
Balance Sheet	3
Statement of Income and Member's Equity	4
Statement of Cash Flows	5
Notes to Financial Statements	6-8



MILBERY & KESSELMAN
CERTIFIED PUBLIC ACCOUNTANTS

To Management
BOT Franchising, LLC
West Palm Beach, Florida

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of BOT Franchising, LLC, which comprises the balance sheet as of July 18, 2025, and the related statement of income and member's equity, and cash flows for the period then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of BOT Franchising, LLC as of July 18, 2025, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of BOT Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about BOT Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

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

A handwritten signature in cursive script that reads "Milbery & Kesselman, CPAs".

Milbery & Kesselman, CPAs, LLC
Fort Lauderdale, Florida
August 12, 2025

BOT Franchising, LLC
Balance Sheet
July 18, 2025

ASSETS

Current Assets		
Other Receivables	\$	100,000
Property and Equipment, net		-
Other Assets		-
TOTAL ASSETS	\$	100,000

LIABILITIES AND MEMBER'S EQUITY

LIABILITIES		
Current Liabilities	\$	-
Long Term Liabilities		-
TOTAL LIABILITIES		-
MEMBER'S EQUITY		100,000
TOTAL LIABILITIES AND MEMBER'S EQUITY	\$	100,000

See accompanying independent auditor's report and notes to financial statements

BOT Franchising, LLC
Statement of Income and Member's Equity
For the period ended July 18, 2025

Income			
Franchise Fees	\$	-	
Cost of Goods Sold		-	
Gross Profit	\$	-	
Expenses		-	
Net Income	\$	-	
Member's Equity, June 26, 2025		-	
Member's Contributions		100,000	
Member's Equity, July 18, 2025	\$	100,000	

See accompanying independent auditor's report and notes to financial statements

BOT Franchising, LLC
Statement of Cash Flows
For the period ended July 18, 2025

Cash Flows from Operating Activities		
Net Income	\$	-
Adjustments to Reconcile Net Income to Net Cash used in Operations:		
(Increase)/ Decrease in Other Receivables		(100,000)
Cash used in Operating Activities		(100,000)
Cash Flows from Investing Activities		
Cash provided by Investing Activities		-
Cash Flows from Financing Activities		
Member's Contributions		100,000
Cash provided by Financing Activities		100,000
Increase in Cash		-
Beginning Balance, June 26, 2025		-
Ending Balance, July 18, 2025	\$	-

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

Cash paid during the year:

Interest	\$	-
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See accompanying independent auditor's report and notes to financial statements

BOT Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 1 Summary of Significant Accounting Policies

Nature of business - BOT Franchising, LLC (the “Company”), a Florida limited liability company was formed on June 26, 2025 and is headquartered in West Palm Beach, Florida. The Company sells franchises that allow the purchaser to operate a Black Optix Tint® franchise which provides professional auto styling and window tinting businesses which cover automotive window tinting, residential and commercial window tinting, auto restyling services, audio & electronics, and detailing.

The Company has elected a year end of December 31.

A summary of the Company’s significant accounting policies follows:

Accounting estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition - Initial franchise fees are recognized as revenue when services required under the franchise agreement have been performed by the Company. Franchise royalty revenues are based on franchisees’ sales and are recognized as earned. Product and equipment revenue is recorded when legal title is transferred to the customer, generally when the product is shipped.

Accounts receivable - Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest, although a finance charge may be applied to such receivables that are more than 30 days past due.

Credit risk - The Company performs on-going credit evaluations of each franchisee’s financial condition. Accounts receivables are principally with franchises that are secured under the franchise agreements. The franchise agreements provide the Company with certain collateral, including inventory and fixed assets. Consequently, risk of loss is considered minimal.

Long-lived assets - Long-lived assets held for use are subject to an impairment assessment if the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset. The amount of the impairment is the difference between the carrying amount and the fair value of the asset. The Company’s estimate of undiscounted cash flows indicated that such carrying amounts were expected to be recovered.

BOT Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Income taxes - The Company has elected to be taxed under sections of the federal and state income tax laws that provide that, in lieu of corporate income taxes, the members separately account for their pro rata shares of the Company's items of income, deduction, losses and credits. Therefore, no provision for income taxes is reflected in the Company's financial statements.

Leases - The Company recognizes and measures its leases in accordance with FASB ASC 842, *Leases*. The Company does not have any leases as of July 18, 2025. The Company determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are changed. The Company recognizes a lease liability and a right of use (ROU) asset at the commencement date of the lease. The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. The discount rate is the implicit rate if it is readily determinable or otherwise the Company uses its incremental borrowing rate. The implicit rates of our leases are not readily determinable and accordingly, we use our incremental borrowing rate based on the information available at the commencement date for all leases. The Company's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms and in a similar economic environment. The ROU asset is subsequently measured throughout the lease term at the amount of the re-measured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. Lease cost for lease payments is recognized on a straight-line basis over the lease term.

The Company has elected, for all underlying class of assets, to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of twelve months or less at lease commencement, and do not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. We recognize lease cost associated with our short-term leases on a straight-line basis over the lease term.

Related parties – For the purposes of these financial statements, parties are considered to be related to the Company where the Company and the party are subject to common control and/or common joint control. Related parties may be individuals or other entities.

Going concern – The Company evaluates whether there are conditions or events, considered in the aggregate, that raise substantial doubt about its ability to continue as a going concern for a period of one year after the date that the financial statements are available to be issued, taking into consideration the quantitative and qualitative information regarding the Company's current financial condition, conditional and unconditional obligations due and the funds and cash flow necessary to maintain operations within that time period. Based on management's evaluation, the Company will be able to continue in operation on a going concern basis for at least the next twelve months from the date these financial statements were available to be issued.

BOT Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Date of management's review - Management evaluated events or transactions subsequent to the balance sheet date for potential recognition or disclosure in the financial statements through August 12, 2025, which is the date the financial statements were available for issuance.

Note 2 Revenue Recognition in Accordance with FASB ASC 606

Contract balances

Contract balances from contracts with customers were as follows:

	<u>2025</u>
Contract assets	\$ -
Contract liabilities	-

Disaggregation of revenue

The Company derives its revenues primarily from the sale of franchises. Revenue from performance obligations satisfied at a point in time consists of franchise fees, royalties, and other income. Revenue from performance obligations satisfied over time consists of the sale of master licenses and renewal franchise fees.

Performance obligations

For performance obligations related to the franchise fees, control transfers to the customer at a point in time. Revenues are recognized when the franchisee training is completed and the equipment is delivered.

For performance obligations related to royalties and other income, control transfers to the customer at a point in time. Royalty revenues are recognized monthly based on the monthly sales from the franchisees.

For performance obligations related to master licenses and renewal franchise fees, control transfers to the customer over time. Revenues are recognized over the term of the contract.

Significant judgments

The Company sells franchises for an agreed upon contract amount. For fixed fee contracts, the Company is entitled to payment upon signing of the franchise agreement and recognizes the revenues when the performance obligations have been met.

EXHIBIT B-1

**FINANCIAL STATEMENTS OF GUARANTOR
AND GUARANTY OF PERFORMANCE**

FP Franchising, Inc.

Audited Consolidated Financial Statements

December 31, 2024, December 31, 2023, and December 31, 2022

FP FRANCHISING, INC.

TABLE OF CONTENTS

Independent Auditor's Report	1-2
Financial Statements:	
Consolidated Balance Sheets	3
Consolidated Statements of Income and Retained Earnings	4
Consolidated Statements of Cash Flows	5
Notes to Consolidated Financial Statements	6-13



MILBERY & KESSELMAN
CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors
FP Franchising, Inc.
West Palm Beach, Florida

INDEPENDENT AUDITOR'S REPORT

Opinion

We have audited the accompanying financial statements of FP Franchising, Inc. (a FL corporation), which comprise the consolidated balance sheets as of December 31, 2024, December 31, 2023, and December 31, 2022, and the related consolidated statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of FP Franchising, Inc. as of December 31, 2024, December 31, 2023, and December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

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

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

A handwritten signature in cursive script that reads "Milbery & Kesselman, CPAs".

Milbery & Kesselman, CPAs, LLC
March 12, 2025

FP FRANCHISING, INC.
Consolidated Balance Sheets
For the years ended December 31, 2024, December 31, 2023, and December 31, 2022

	2024	2023	2022
ASSETS			
Current Assets			
Cash and Cash Equivalents	\$ 436,584	\$ 200,289	\$ 218,386
Marketable Securities - At Market Value	812,311	711,103	603,817
Accounts Receivable (net of Allowance for Doubtful Accounts)	980,433	606,901	518,080
Contract Assets	50,000	50,000	-
Loans Receivable - Related Companies	2,946,134	3,614,256	2,822,893
Inventory	95,775	52,455	33,891
Prepaid Expenses	113,489	71,641	39,289
Current Portion of Promissory Notes	28,257	27,332	22,854
Total Current Assets	5,462,983	5,333,977	4,259,210
Property and Equipment (net of Accumulated Depreciation)	29,015	31,304	23,733
Other Assets			
Promissory Notes, net of Current Portion	4,426	36,148	50,723
TOTAL ASSETS	\$ 5,496,424	\$ 5,401,429	\$ 4,333,666
LIABILITIES AND STOCKHOLDERS' EQUITY			
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 627,750	\$ 716,172	\$ 457,014
Current Portion of Contract Liabilities	604,420	637,929	125,924
Accrued Expenses	849,672	492,355	483,403
Current Portion of Long Term Debt	-	3,201	3,201
Total Current Liabilities	2,081,842	1,849,657	1,069,542
Long Term Liabilities			
Long Term Debt, net of Current Portion	150,000	146,799	146,799
Contract Liabilities, net of Current Portion	33,333	-	-
Total Long Term Liabilities	183,333	146,799	146,799
TOTAL LIABILITIES	2,265,175	1,996,456	1,216,341
Commitments and Contingencies			
STOCKHOLDERS' EQUITY			
Common Stock	375,000	375,000	375,000
Retained Earnings	2,734,806	2,952,160	2,761,118
Accumulated Other Comprehensive Income (Loss)	121,443	77,813	(18,793)
TOTAL STOCKHOLDERS' EQUITY	3,231,249	3,404,973	3,117,325
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 5,496,424	\$ 5,401,429	\$ 4,333,666

See accompanying independent auditor's report and notes to financial statements

FP FRANCHISING, INC.
Consolidated Statements of Income and Retained Earnings
For the years ended December 31, 2024, December 31, 2023, and December 31, 2022

	2024	2023	2022
Income			
Franchise Fees	\$ 4,324,639	\$ 3,110,307	\$ 2,513,285
Product	996,981	722,680	431,815
Commissions	-	-	1,570
Royalties	4,269,108	4,173,832	4,118,465
Other Income	22,591	12,594	20,982
Total Income	9,613,319	8,019,413	7,086,117
Cost of Goods Sold	2,985,600	1,658,946	1,167,203
Gross Profit	\$ 6,627,719	\$ 6,360,467	\$ 5,918,914
Expenses			
Advertising	472,979	505,852	496,446
Automobile	84,047	87,892	68,470
Bad Debt	62,222	1,409	36,815
Bank Service Charges	28,500	33,741	33,921
Computer and Software	45,383	164,307	203,836
Depreciation	13,005	9,126	26,829
Dues and Subscriptions	90,464	84,711	66,671
Insurance	57,619	67,115	73,145
Leasing Costs	25,642	55,656	82,447
Licensing and Registrations	8,818	11,595	8,610
Office	75,425	110,616	88,035
Payroll	4,524,565	4,267,262	3,937,711
Postage	58,304	24,270	21,991
Professional Fees	68,205	74,771	80,680
Taxes	7,056	10,046	7,752
Telephone	8,141	55,172	73,599
Travel and Meals	355,448	348,432	317,626
Total Expenses	5,985,823	5,911,973	5,624,584
Net Income (Loss) before Other Income	\$ 641,896	\$ 448,494	\$ 294,330
Other Income/(Expense)			
Interest and Dividend Income	22,916	29,946	20,630
Interest Expense	(5,689)	(5,548)	(6,396)
Income Tax	(1,309)	(15,000)	(15,000)
Gain/(Loss) on Foreign Currency Exchange	11,888	(23,884)	5,477
Realized Gain/(Loss) on Investments	41,640	(3,591)	(77,533)
Other Income	-	-	-
Gain on Extinguishment of Debt	-	-	255,088
Total Other Income/(Expense)	69,446	(18,077)	182,266
Net Income	\$ 711,342	\$ 430,417	\$ 476,596
Retained Earnings, Beginning	2,952,160	2,761,118	2,284,522
Shareholder Distributions	(928,696)	(239,375)	-
Retained Earnings, Ending	\$ 2,734,806	\$ 2,952,160	\$ 2,761,118

See accompanying independent auditor's report and notes to financial statements

FP FRANCHISING, INC.
Consolidated Statements of Cash Flows
For the years ended December 31, 2024, December 31, 2023, and December 31, 2022

	2024	2023	2022
Cash Flows from Operating Activities			
Net Income	\$ 711,342	\$ 430,417	\$ 476,596
Adjustments to reconcile net income to net cash provided/(used) by Operations			
Depreciation	13,005	9,126	26,829
(Increase)/Decrease in Accounts Receivable	(373,532)	(88,821)	99,760
(Increase)/Decrease in Contract Assets	-	(50,000)	-
(Increase)/Decrease in Loans Receivable	668,122	(791,363)	(626,613)
(Increase)/Decrease in Inventory	(43,320)	(18,564)	(16,906)
(Increase)/Decrease in Prepaid Expenses	(41,848)	(32,352)	(7,904)
Increase/(Decrease) in Accounts Payable	(88,422)	259,158	(182,362)
Increase/(Decrease) in Contract Liabilities	(176)	512,005	(421,218)
Increase/(Decrease) in Accrued Expenses	357,317	8,952	237,638
Cash provided/(used) by Operating Activities	1,202,488	238,558	(414,180)
Cash Flows from Investing Activities			
Acquisition of Fixed Assets	(10,716)	(16,697)	(11,186)
Marketable Securities	(57,578)	(10,680)	65,382
Cash provided/(used) by Investing Activities	(68,294)	(27,377)	54,196
Cash Flows from Financing Activities			
Promissory Notes	30,797	10,097	32,615
Shareholder Distributions	(928,696)	(239,375)	-
Cash provided/(used) by Financing Activities	(897,899)	(229,278)	32,615
Increase/(Decrease) in Cash	236,295	(18,097)	(327,369)
Beginning Balance	200,289	218,386	545,755
Ending Balance	\$ 436,584	\$ 200,289	\$ 218,386
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
Cash paid during the year for:			
Interest	\$ 5,689	\$ 5,548	\$ 6,396

See accompanying independent auditor's report and notes to financial statements

FP Franchising, Inc.

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies

Nature of business – FP Franchising, Inc. (the “Company”), was incorporated in Florida on February 17, 2000 and is headquartered in West Palm Beach, Florida. During 2023, the Company changed its name and is formerly known as Embroidme.com, Inc. D.B.A. Fully Promoted. The Company sells franchises that allow the purchaser to operate a full service branded products and marketing services business that offers online marketing services, lead generation services, printed marketing materials, embroidered, screen-printed apparel and/or advertising and promotional merchandise and complete marketing campaign management for a variety of printed marketing materials.

The Company elected to be treated as a Subchapter S Corporation with the Internal Revenue Service, effective October 21, 2002. The Company has elected a year end of December 31.

Principles of consolidation - The financial statements include the operations of FP Franchising, Inc. and Franchise Real Estate, Inc. All significant intercompany transactions have been eliminated in consolidation. FP Franchising, Inc. and Franchise Real Estate, Inc. are herein after collectively referred to as “the Company.”

All foreign operations are translated to U.S. dollars at the exchange rate in effect at year-end. Income and expense items and cash flows are translated at the average exchange rate for each year.

A summary of the Company’s significant accounting policies follows:

Accounting estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition - Initial franchise fees are recognized as revenue when services required under the franchise agreement have been performed by the Company. Franchise royalty revenues are based on franchisees’ sales and are recognized as earned. Product and equipment revenue is recorded when legal title is transferred to the franchisee, generally when the product is shipped.

Cash concentration - The Company maintains its cash in four banks which, at times, may exceed the federally-insured limits. The Company has not experienced any loss in such accounts. The Company believes it is not exposed to any significant credit risk on such accounts.

Accounts receivable - Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest, although a finance charge may be applied to such receivables that are more than 30 days past due.

Credit risk - The Company performs on-going credit evaluations of each franchisee’s financial condition. Accounts receivable are principally with franchises that are secured under the franchise agreements. The franchise agreements provide the Company with certain collateral, including inventory and fixed assets. Consequently, risk of loss is considered minimal.

FP Franchising, Inc.

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (continued)

Inventory - Inventory is stated at the lower of cost or market value, and consists of supplies and finished goods.

Property and equipment - Property and equipment is stated at cost. Depreciation is computed by the straight-line method over the following estimated useful lives:

	<u>Years</u>
Vehicles	5
Machinery and equipment	5
Computer equipment	3.5 – 7
Software	3
Leasehold improvements	10

Long-lived assets - Long-lived assets held for use are subject to an impairment assessment if the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset. The amount of the impairment is the difference between the carrying amount and the fair value of the asset. The Company's estimate of undiscounted cash flows indicated that such carrying amounts were expected to be recovered.

Advertising – Advertising primarily consist of the outside costs related to lead development. Advertising costs are expensed as incurred and were \$472,979 for the year ended December 31, 2024, \$505,852 for the year ended December 31, 2023, and \$496,446 for the year ended December 31, 2022.

Leases – The Company recognizes and measures its leases in accordance with FASB ASC 842, *Leases*. The Company is a lessee in several month-to-month operating leases for office space. The Company determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are changed. The Company recognizes a lease liability and a right of use (ROU) asset at the commencement date of the lease. The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. The discount rate is the implicit rate if it is readily determinable or otherwise the Company uses its incremental borrowing rate. The implicit rates of our leases are not readily determinable and accordingly, we use our incremental borrowing rate based on the information available at the commencement date for all leases. The Company's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms and in a similar economic environment. The ROU asset is subsequently measured throughout the lease term at the amount of the re-measured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. Lease cost for lease payments is recognized on a straight-line basis over the lease term.

FP Franchising, Inc.

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (continued)

Leases (continued) - The Company has elected, for all underlying class of assets, to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of twelve months or less at lease commencement, and do not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. We recognize lease cost associated with our short-term leases on a straight-line basis over the lease term.

Income taxes - The Company has elected to be taxed under sections of the federal and state income tax laws that provide that, in lieu of corporate income taxes, the shareholders separately account for their pro rata shares of the Company's items of income, deduction, losses and credits. Therefore, no provision for federal income tax is reflected in the Company's financial statements. The provision for state income taxes for 2024, 2023, and 2022 consisted of the following:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Various State Income Taxes	\$1,309	\$15,000	\$15,000

The Company is subject to taxation in various state jurisdictions. State jurisdictions have statutes of limitations that generally range from three to five years. As of December 31, 2024, none of the Company's tax returns are under examination.

Related parties – For the purposes of these financial statements, parties are considered to be related to the Company where the Company and the party are subject to common control and/or common joint control. Related parties may be individuals or other entities.

Going concern – The Company evaluates whether there are conditions or events, considered in the aggregate, that raise substantial doubt about its ability to continue as a going concern for a period of one year after the date that the financial statements are available to be issued, taking into consideration the quantitative and qualitative information regarding the Company's current financial condition, conditional and unconditional obligations due and the funds and cash flow necessary to maintain operations within that time period. Based on management's evaluation, the Company will be able to continue in operation on a going concern basis for at least the next twelve months from the date these financial statements were available to be issued.

Date of management's review – Management evaluated events or transactions subsequent to the balance sheet date for potential recognition or disclosure in the financial statements through March 12, 2025, which is the date the financial statements were available for issuance.

FP Franchising, Inc.

Notes to Consolidated Financial Statements

Note 2 Accounts Receivable

Accounts receivable at December 31, 2024, 2023, and 2022 consisted of the following:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Franchise fees receivable	\$ 1,036,577	\$ 641,966	\$ 555,709
Allowance for doubtful accounts	<u>(56,144)</u>	<u>(35,065)</u>	<u>(37,629)</u>
	<u>\$ 980,433</u>	<u>\$ 606,901</u>	<u>\$ 518,080</u>

The bad debt deducted for the year ended 2024 was \$62,222. The bad debt deducted for the year ended 2023 was \$1,409. The bad debt benefit for the year ended 2022 was \$36,815.

Note 3 Cash and Cash Equivalents

The Company maintains cash balances at four financial institutions. Accounts at the United States institutions are insured by the Federal Deposit Insurance Corporation for up to \$250,000. Accounts at the Australian institution are insured by the Financial Claims Scheme for up to 250,000 AUD. At December 31, 2024, the Company had uninsured cash balances amounting to \$47,493. At December 31, 2023, the Company had uninsured cash balances amounting to \$0. At December 31, 2022, the Company had uninsured cash balances amounting to \$0.

Note 4 Property and Equipment

Property and equipment as of December 31, 2024, 2023, and 2022 consisted of the following:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Computers and software	\$ 353,025	\$ 342,816	\$ 326,024
Less: accumulated depreciation	<u>(324,010)</u>	<u>(311,512)</u>	<u>(302,291)</u>
	<u>\$ 29,015</u>	<u>\$ 31,304</u>	<u>\$ 23,733</u>

Depreciation as of December 31, 2024 is \$13,005.

Note 5 Promissory Notes

The Company has promissory notes receivable with various franchisees; the notes bear interest at rates of 0% to 5% per annum, and are amortized over periods of 1 to 5 years. On promissory notes bearing an interest rate below market, imputed interest is calculated and the note value is discounted.

FP Franchising, Inc.

Notes to Consolidated Financial Statements

Note 6 Long Term Debt

On July 20, 2020, the Company executed a promissory note for \$150,000 under the Economic Injury Disaster Loans (“EIDL”) authorized by the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”). The loan bears an interest rate of 3.75% per annum and matures thirty years from the date of the note (July 2050). Under the loan agreement, the monthly payment of principal and interest is \$731 beginning twenty four months from the date of the note. As of December 31, 2024, the outstanding principal amount of the note payable was \$150,000.

Future minimum principal payments on the long term debt as of December 31, 2024 are as follows:

For the year ending December 31,

2025	\$	0
2026		0
2027		3,202
2028		3,324
2029		3,451
Thereafter		<u>140,023</u>
Total		<u>\$ 150,000</u>

Note 7 Leases

The Company has obligations as a lessee for office space with initial term of less than one year. The Company classified these lease as operating leases. These leases generally contain renewal options for periods ranging from one to five years. Because the Company is not reasonably certain to exercise these renewal options, the optional periods are not included in determining the lease term, and associated payments under these renewal options are excluded from lease payments. The Company’s leases do not include termination options for either party to the lease or restrictive financial or other covenants. Payments due under the lease contracts include fixed payments.

The components of leasing costs for the period ended December 31, 2024 are as follows:

Short Term Leasing Costs	<u>\$ 25,642</u>
--------------------------	------------------

Note 8 Revenue Recognition in Accordance with FASB ASC 606

Contract balances

Contract balances from contracts with customers were as follows:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Contract assets	\$ 50,000	\$ 50,000	\$ -
Contract liabilities	637,753	637,929	125,924

The accompanying independent auditor’s report should be read with these notes

FP Franchising, Inc.

Notes to Consolidated Financial Statements

Note 8 Revenue Recognition in Accordance with FASB ASC 606 (continued)

Disaggregation of revenue

The Company derives its revenues primarily from the sale of franchises. Revenue from performance obligations satisfied at a point in time consists of franchise fees, royalties, and other income. Revenue from performance obligations satisfied over time consists of the sale of master licenses and renewal franchise fees.

Performance obligations

For performance obligations related to the franchise fees, control transfers to the customer at a point in time. Revenues are recognized when the franchisee training is completed and the equipment is delivered.

For performance obligations related to royalties and other income, control transfers to the customer at a point in time. Royalty revenues are recognized monthly based on the monthly sales from the franchisees.

For performance obligations related to master licenses and renewal franchise fees, control transfers to the customer over time. Revenues are recognized over the term of the contract.

Significant judgments

The Company sells franchises for an agreed upon contract amount. For fixed fee contracts, the Company is entitled to payment upon signing of the franchise agreement and recognizes the revenues when the performance obligations have been met.

Note 9 Transactions with Related Parties

The Company reimburses and receives reimbursements to and from Related Parties, for certain operating expenses, including home office rent, payroll, and other administrative expenses. For the year ending December 31, 2024, related party balances included loans receivable of \$2,946,134. December 31, 2023, related party balances included loans receivable of \$3,614,256. For the year ending December 31, 2022, related party balances included loans receivable of \$2,822,893.

Note 10 Gain on Extinguishment of Debt

United Franchise Group Payroll Inc (UFGP), a related party, administers all payroll for the related entities. Payroll is allocated to each entity based on actual hours worked for each related entity. On January 31, 2021, UFGP was granted a loan from First American Bank, pursuant to the Paycheck Protection Program (the "PPP") under Division A, Title I of the CARES Act. The loan was allocated to the related entities based on the payroll allocation for the 2021 year. The loan allocation for the Company was \$255,088. UFGP applied for and was granted loan forgiveness on June 6, 2022 for the entire amount of the loan in eligible expenditures for payroll and other expenses described in the CARES Act. Loan forgiveness has been granted and therefore reflected in Other Income in the accompanying Consolidated Statement of Income and Member's Equity as of December 31, 2022.

The accompanying independent auditor's report should be read with these notes

FP Franchising, Inc.

Notes to Consolidated Financial Statements

Note 11 Litigation

From time to time, the Company is involved in litigation, most of which is incidental and normal to its business. In the opinion of Company counsel, no litigation to which the Company currently is a party is likely to have a material adverse effect on the Company's results of operations, financial condition or cash flows.

Note 12 Commitments and Contingencies

The Company is not contingently liable for lease obligations for regional offices.

As of December 31, 2024 the Company is contingently liable in the amount of \$7,435,544 as a guarantor of mortgages payable and \$275,000 on the revolving credit line, to First American Bank for its affiliate Sign*A*Rama Inc.

As of December 31, 2023 the Company is contingently liable in the amount of \$7,875,317 as a guarantor of mortgages payable and \$1,300,000 on the revolving credit line, to First American Bank for its affiliate Sign*A*Rama Inc.

As of December 31, 2022 the Company is contingently liable in the amount of \$7,438,091 as a guarantor of mortgages payable and \$1,700,000 on the revolving credit line, to First American Bank for its affiliate Sign*A*Rama Inc.

Note 13 Fair Value

Financial Accounting Standards Board (FASB) ASC Topic 820, Fair Value Measurements and Disclosures, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The Company adopted changes made by Accounting Standards Update (ASU) 2011-04, Fair Value Measurement (Topic 820) Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs, which expands the disclosures, required for fair value accounting and clarifies the measurement of fair value when used in valuing certain assets and liabilities.

Note 13 Fair Value (continued)

Fair value measurements are segregated into those that are recurring and nonrecurring. Recurring fair value measurements of assets and liabilities of those that are required or permitted in the statement of financial position at the end of each reporting period related to assets such as trading securities, securities available for sale, and private venture-capital equity investments.

Nonrecurring fair value measurements of assets and liabilities are required or permitted in the statement of financial position in particular circumstances such as when the company measures long-

FP Franchising, Inc.

Notes to Consolidated Financial Statements

lived assets and goodwill for impairment, or assets and liabilities of business combination recorded at fair value at the acquisition date.

The three levels of inputs in the fair value hierarchy are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2: Inputs to the valuation methodology include: a) quoted prices for similar assets or liabilities in active markets, b) quoted prices for identical or similar assets and liabilities in active markets, c) inputs other than quoted prices that are observable for the asset or liability, and d) inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Fair Value Measurement at December 31, 2024

	Total Carrying Amount 12/31/24	Fair Value Estimate 12/31/24	Assets or Liabilities Measured at Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Inputs Other than Quoted Prices that are Observable (Level 2)	Significant Unobservable Inputs (Level 3)
Trading Securities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equity Securities - Other	812,311	812,311	812,311	812,311	-	-
Total Trading Securities	<u>\$ 812,311</u>	<u>\$ 812,311</u>	<u>\$ 812,311</u>	<u>\$ 812,311</u>	<u>\$ -</u>	<u>\$ -</u>

The accompanying independent auditor's report should be read with these notes

UNAUDITED FINANCIAL STATEMENTS

THE FOLLOWING FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

FP FRANCHISING, INC.
Consolidated Balance Sheet
As of June 30, 2025

	6/30/2025
ASSETS	
Current Assets	
Cash and Cash Equivalents	\$ 326,637
Marketable Securities - At Market Value	887,755
Accounts Receivable (net of Allowance for Doubtful Accounts)	2,492,532
Loans Receivable - Related Companies	2,335,030
Inventory	78,808
Prepaid Expenses	72,739
Promissory Notes - Current Portion	
Total Current Assets	6,193,501
Intangible Assets (net of accumulated amortization)	9,887
Property and Equipment (net of accumulated depreciation)	12,243
Other Assets	
Security Deposits	
Promissory Notes	16,288
Total Other Assets	16,288
TOTAL ASSETS	6,231,918
LIABILITIES AND STOCKHOLDERS' EQUITY	
LIABILITIES	
Current Liabilities	
Accounts Payable - Trade	2,077,762
Accrued Expenses	588,527
Total Current Liabilities	2,666,289
Long Term Liabilities	
Notes Payable	155,612
Total Long Term Liabilities	155,612
TOTAL LIABILITIES	2,821,901
STOCKHOLDERS' EQUITY	
Common Stock	375,000
Retained Earnings	2,973,214
Accumulated Other Comprehensive Income	61,803
TOTAL STOCKHOLDERS' EQUITY	3,410,017
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 6,231,918

0.00

FP FRANCHISING, INC.
Consolidated Statement of Income and Retained Earnings
For the years ended June 30, 2025

	6/30/2025
Income	
Franchise Fees	\$3,097,616.13
Product	466,314
Commissions	-
Royalties	2,067,692
Other Income	21,608
Total Income	5,653,229
 Cost of Goods Sold	 1,844,836
 Gross Profit	 \$ 3,808,393
Expenses	
Advertising	303,307
Amortization	5,613
Automobile	48,243
Bad Debt	26,410
Bank Service Charges	16,874
Computer and Software	36,175
Depreciation	1,872
Dues and Subscriptions	23,396
Insurance	29,656
Licensing and Registrations	4,985
Office	36,320
Payroll	2,596,955
Postage	4,676
Professional Fees	74,505
Rent	21,041
Taxes	870
Telephone	37,071
Travel and Meals	223,853
Total Expense	3,491,823
 Net Income before Other Income/(Expense)	 \$ 316,570
Other Income/(Expense)	
Interest Income and Dividend Income	8,424
Interest Income	306
Interest Expense	(3,027)
Gain/(Loss) on Foreign Currency Exchange	(19,598)
Realized Gain/(Loss) in Investments	7,779
Total Other Income/(Expense)	(6,115)

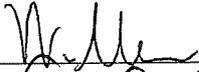
Net Income	\$	310,455
Retained Earnings, Beginning		3,905,040.46
Shareholder Distributions		(1,240,615.20)
Retained Earnings, Ending		<u>2,974,880</u>
Other Comprehensive Income		
Unrealized Gain/(Loss) on Marketable Securities	\$	<u>61,803</u>

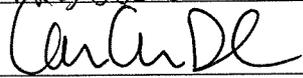
GUARANTY OF PERFORMANCE

For value received, FP Franchising, Inc., a corporation duly existing and organized under the laws of the State of Florida (the "Guarantor"), located at 2121 Vista Parkway, West Palm Beach, FL 33411, absolutely and unconditionally guarantees to assume the duties and obligations of BOT Franchising, LLC, a Florida limited liability company ("Franchisor"), located at 2121 Vista Parkway, West Palm Beach, FL 33411, under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025-26 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

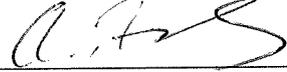
In witness whereof, guarantor has, by a duly authorized officer, executed this guaranty at West Palm Beach, Florida, this 15th day of September, 2025.

ATTEST:





FP Franchising, Inc. (Guarantor)

By: 

Name: Andrew Titus

Title: President

EXHIBIT C

TABLE OF CONTENTS OF BRAND STANDARDS MANUAL



TABLE OF CONTENTS OF BRAND STANDARDS MANUAL

INTRODUCTION TO THE MANUAL..... 10

OWNERSHIP OF THE MANUAL..... 10

ACCESS TO DIGITAL FILES..... 10

GENDER STATEMENT..... 10

GENERAL DISCLAIMER..... 11

DEFINITIONS..... 12

MANUAL REVISIONS..... 13

SUBMITTING MANUAL/POLICY SUGGESTIONS..... 13

FORMAL NOTICE OF POLICY/PROCEDURE CHANGE..... 14

SUGGESTED POLICY OR PROCEDURE CHANGE FORM..... 15

NINE COMMON MISTAKES OF NOVICE ENTREPRENEURS..... 16

ABOUT US..... 22

ABOUT THE FOUNDER..... 22

INTRODUCTION TO THE FRANCHISE SYSTEM..... 23

FRANCHISEE TRAINING AND ASSISTANCE..... 23

FRANCHISOR ROLES AND RESPONSIBILITIES..... 24

FRANCHISEE ROLES AND RESPONSIBILITIES..... 25

ROLE OF THE FRANCHISE TEAM..... 26

ROLE OF THE CUSTOMER..... 26

FRANCHISE FIELD CONSULTANT..... 27

CONSULTATIONS WITH THE CORPORATE OFFICE..... 28

FIELD VISIT CONFIRMATION FORM (SAMPLE)..... 29

FRANCHISEE EVALUATION FORM (SAMPLE)..... 30

PRE-OPENING PROCEDURES..... 32

ESTIMATED OPENING TIMELINE..... 34

SETTING UP A NEW BUSINESS ENTITY..... 36

REGISTERING YOUR BUSINESS..... 37

YOUR STATUS AS A FRANCHISEE..... 38

BUSINESS NAME..... 38

CHECKS, STATIONERY, AND BUSINESS FORMS..... 39

EMAIL CORRESPONDENCE..... 40

SITE SELECTION..... 41

GROUND LEASE AGREEMENT (SAMPLE)..... 42

SITE SELECTION CONSIDERATIONS..... 49

SITE INSPECTIONS..... 50

SITE LOCATION..... 50

FACILITY UTILITIES..... 51

DEDICATED BUSINESS PHONE LINE..... 52

REQUIRED TECHNOLOGIES..... 53

REQUIRED SOFTWARE..... 53

REQUIRED EQUIPMENT..... 54

SUGGESTED TOOLS..... 56

RECOMMENDED SPECIALTY TOOLS..... 57

REQUIRED VENDORS.....	58
REQUIRED INSURANCE.....	59
LICENSES AND PERMITS.....	60
BUSINESS CHECKING ACCOUNT.....	61
ONBOARDING TOOLS.....	62
TEAM MEMBERS.....	62
RECRUITING.....	62
DEVELOPMENT OF A JOB POSTING.....	63
INTERVIEWING.....	64
PERSONNEL FILE.....	66
EMPLOYMENT APPLICATION (SAMPLE).....	67
CANDIDATE EVALUATION FORM (SAMPLE).....	68
JOB OFFER LETTER (SAMPLE).....	69
TEAM MEMBER AVAILABILITY CHART.....	70
EMPLOYEE NON-DISCLOSURE AGREEMENT (SAMPLE).....	71
EMPLOYEE NON-DISCLOSURE ACKNOWLEDGEMENT.....	78
BACKGROUND CHECK.....	79
DRUG TESTING.....	79
TEAM MEMBER APPEARANCE STANDARDS.....	79
PAYROLL.....	80
PAYROLL EMPLOYER INFORMATION SHEET (SAMPLE).....	81
PAYROLL EMPLOYEE INFORMATION SHEET (SAMPLE).....	83
AUTHORIZATION FOR DIRECT DEPOSIT (SAMPLE).....	86
ORIENTATION AND TRAINING.....	87
PERFORMANCE REVIEW (SAMPLE).....	88
TRAINING CHECKLIST (SAMPLE).....	90
EMPLOYEE MANAGEMENT.....	91
STAFF MEETINGS.....	91
SCHEDULING TEAM MEMBERS.....	92
TIME TRACKING PROCEDURE.....	93
STEPS TO PROGRESSIVE DISCIPLINE.....	93
EMPLOYEE STATEMENT OF WARNING (SAMPLE).....	94
TEAM MEMBER DEVELOPMENT PLAN (SAMPLE).....	95
EMPLOYEE TERMINATION.....	96
TERMINATION FORM (SAMPLE).....	97
SAFETY.....	98
EMERGENCY MEDICAL TREATMENT.....	98
EMERGENCY PHONE NUMBERS.....	98
MINOR WOUNDS.....	98
MAJOR WOUNDS.....	98
BROKEN BONES.....	99
BURNS.....	99
EYE INJURY.....	99
OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (OSHA).....	99
FINANCIAL OPERATIONS.....	100
UNDERSTANDING BUSINESS ADMINISTRATION.....	100
ACCOUNTING.....	102
RECOMMENDED ACCOUNTING PROCEDURES.....	103
BANKING PROCEDURES.....	104
FRANCHISE REPORTING.....	104
RECOMMENDED ADMINISTRATIVE CHECKLIST.....	105

UNDERSTANDING THE EMPLOYER IDENTIFICATION NUMBER (EIN).....	106
UNDERSTANDING IRS REPORTS.....	107
UNDERSTANDING GENERAL TAX NEEDS.....	108
INCOME TAXES.....	108
SELF-EMPLOYMENT TAX.....	108
SOCIAL SECURITY, MEDICARE, AND WITHHELD INCOME TAXES.....	109
UNEMPLOYMENT TAXES.....	109
STATE INCOME TAXES.....	109
STATE UNEMPLOYMENT TAXES.....	110
RETAIL TAX.....	110
FEDERAL TAX FILING CHECKLIST.....	111
MARKETING.....	112
SELECTING THE RIGHT MARKETING TOOLS.....	112
UNDERSTANDING DIGITAL MARKETING.....	113
INTERNET MARKETING.....	113
SEARCH ENGINE MARKETING.....	113
SEARCH ENGINE OPTIMIZATION.....	114
KEYWORD MANAGEMENT.....	114
UNDERSTANDING MARKETING VENUES.....	116
WORD OF MOUTH.....	116
TRADESHOWS.....	116
BILLBOARDS.....	116
TEMPORARY AND MOBILE SIGNAGE.....	116
RADIO.....	116
YOUTUBE.....	117
FLIERS.....	117
TELEVISION.....	117
UNDERSTANDING SOCIAL MEDIA.....	118
FRANCHISE SOCIAL MEDIA GUIDELINES.....	119
RULES OF SOCIAL MEDIA ENGAGEMENT.....	120
GUIDELINE FOR USING TRADEMARKS.....	122
MANAGING CUSTOMER FEEDBACK.....	123
PREPARING A GRAND OPENING.....	124
FRANCHISE MARKETING CONTRIBUTIONS.....	125
MANAGING FRANCHISE MARKETING ACTIVITY.....	125
OBTAINING APPROVAL FOR FRANCHISE MARKETING OR ADVERTISING.....	125
MARKETING ACTIVITY REPORT (SAMPLE).....	126
REQUEST FOR ADVERTISING APPROVAL (SAMPLE).....	127
BUSINESS NETWORKING.....	128
STANDARD OPERATING PROCEDURES (SOPs).....	129
EXAMPLE OPENING PROCEDURES.....	129
DAILY TASKS.....	130
TOP SIDE MAINTENANCE.....	130
CLOSING PROCEDURES.....	131

EXHIBIT D

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

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA	<p><u>Registered Agent:</u> California Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 Telephone: (866) 275-2677</p> <p><u>State Administrator:</u> Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, CA 94104-4428 Telephone: (866) 275-2677</p>
CONNECTICUT	<p>Banking Commissioner - Department of Banking Securities and Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 Telephone: (860) 240-8299</p>
FLORIDA	<p><u>Registered Agent:</u> Mark D. Nichols General Counsel 2121 Vista Parkway West Palm Beach, FL 33411</p> <p><u>State Administrator:</u> Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800</p>
HAWAII	<p>Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 Telephone: (808) 586-2722</p>
ILLINOIS	<p>State of Illinois – Franchise Bureau Office of Attorney General 500 S. Second Street Springfield, IL 62706 Telephone: (217) 782-4465</p>

<p style="text-align: center;">INDIANA</p>	<p><u>Registered Agent:</u> Indiana Secretary of State 201 State House 200 W. Washington Street Indianapolis, IN 46204 Telephone: (317) 232-6531</p> <p><u>State Administrator:</u> Indiana Securities Division 302 W. Washington St., Rm. E-111 Indianapolis, IN 46204 Telephone: (317) 232-6681</p>
<p style="text-align: center;">MARYLAND</p>	<p><u>Registered Agent:</u> Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202</p> <p><u>State Administrator:</u> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202</p>
<p style="text-align: center;">MICHIGAN</p>	<p>Michigan Attorney General’s Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 Telephone: (517) 373-7117</p>
<p style="text-align: center;">MINNESOTA</p>	<p>Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-3165 Telephone: (651) 539-1600</p>
<p style="text-align: center;">NEW YORK</p>	<p><u>Registered Agent:</u> New York Secretary of State 99 Washington Avenue Albany, NY 12231</p> <p><u>State Administrator:</u> New York State Department of Law Investor Protection Bureau 28 Liberty St., 21st Floor New York, NY 10005</p>

<p style="text-align: center;">NORTH DAKOTA</p>	<p>North Dakota Securities Department Securities Commissioner 600 East Boulevard Avenue State Capitol, Fourteenth Floor Department 414 Bismarck, ND 58505-0510 Telephone: (701) 328-4712</p>
<p style="text-align: center;">RHODE ISLAND</p>	<p>State of Rhode Island Dept. of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex, Building 69-1 Cranston, RI 02910</p>
<p style="text-align: center;">SOUTH DAKOTA</p>	<p>South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 Telephone: (605) 773-3563</p>
<p style="text-align: center;">TEXAS</p>	<p>Secretary of State P.O. Box 12887 Austin, TX 78711</p>
<p style="text-align: center;">VIRGINIA</p>	<p><u>Registered Agent:</u> Clerk of the State Corporation Commission 1300 E. Main Street, 1ST Floor Richmond, VA 23219 Telephone: (804) 371-9733</p> <p><u>State Administrator:</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 Telephone: (804) 371-9051</p>
<p style="text-align: center;">WASHINGTON</p>	<p>Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501</p>
<p style="text-align: center;">WISCONSIN</p>	<p>Wisconsin Securities Commission 345 W. Washington Ave., Fourth Floor Madison, WI 53703 Telephone: (608) 266-1064</p>

EXHIBIT E

GENERAL RELEASE AGREEMENT

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT (“Agreement”) is made between **BOT FRANCHISING, LLC**, a Florida limited liability company (hereinafter referred to as the “Franchisor”) and _____ (hereinafter referred to as the “Franchisee”).

INTRODUCTION

The Franchisor and the Franchisee entered into a Franchise Agreement (the “original Franchise Agreement”) dated _____, pursuant to which the Franchisor granted the Franchisee a Black Optix Tint Business.

A. The parties desire to terminate the original Franchise Agreement on the terms and conditions set forth in this Agreement.

B. This Agreement has been supported by full and adequate consideration, receipt of which is hereby acknowledged by both the Franchisee and the Franchisor.

The parties agree as follows:

1. **Termination of Franchise Agreement.** The parties agree that, subject to Section 3 hereof, the original Franchise Agreement and all obligations of the Franchisee and Franchisor under or arising from the original Franchise Agreement are hereby terminated.

2. **Mutual General Releases.** Subject to Section 3 hereof, the Franchisee, for itself and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns, does hereby release and forever discharge the Franchisor and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands whatsoever, in law or equity, whether known or unknown, which the Franchisee ever had, now has, or hereinafter can, shall or may have from the beginning of the world to the date of this Agreement, for, upon, or by reason of any matter, cause or thing whatsoever, including, without limitation, arising out of or in connection with, directly or indirectly, the original Franchise Agreement, the Franchisor’s offer, sale or negotiation of the Black Optix Tint franchise, the relationship of the parties arising therefrom, or the Franchisor’s conduct in obtaining and entering into agreements.

Subject to Section 3 hereof, the Franchisor, for itself and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns, does hereby release and forever discharge the Franchisee and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands whatsoever, in law or equity, whether known or unknown, which the Franchisor ever had, now has, or hereinafter can, shall or may have from the beginning of the world to the date of this Agreement, for, upon, or by reason of any matter, cause or thing whatsoever, including, without limitation, arising out of or in connection with, directly or indirectly, the original Franchise Agreement.

3. **Post-Term Covenants; Special Stipulation.** The termination and release provided in this Agreement shall have no effect on those obligations of the Franchisee (and its owners and guarantors, if any) arising out of the original Franchise Agreement or any other agreement which otherwise expressly or by their nature survive the termination of the original Franchise Agreement, including, without limitation, obligations pertaining to the Franchisee’s indemnification obligations and nondisclosure of the Franchisor’s confidential information. In addition, all obligations of the parties, if any, in the original Franchise

Agreement pertaining to mediation, litigation and arbitration of disputes and jurisdiction and venue for dispute resolution, shall apply with equal force to the terms and conditions of this Agreement, as if set forth herein. Such obligations shall continue in full force and effect in accordance with their terms subsequent to termination of the original Franchise Agreement and until they are satisfied or by their nature expire. The Franchisee acknowledges and agrees it has no right, title or interest in and to the trademarks associated with Franchisor's franchise system, including, without limitation, "Black Optix Tint", and any colorable imitation thereof. The Franchisee represents it has returned (or turned over) all intellectual property associated with the Black Optix Tint Business and Franchisor's franchise system to Franchisor (or a Successor Franchisee, if applicable) which is acknowledged to belong to Franchisor including, but not limited to, all materials containing confidential information, operations manuals, customer lists, listing and marketing agreements and any materials with display the Black Optix Tint trademarks. Franchisee acknowledges and agrees it has no right, title or interest in and to the intellectual property associated with the Black Optix Tint Business or the franchise system and no right to retain copies or make further use of such intellectual property. The Franchisee represents it has returned (or turned over) all intellectual property associated with the Franchise Business and Franchisor's franchise system to Franchisor (or a Successor Franchisee, if applicable) which is acknowledged to belong exclusively to Franchisor including, but not limited to, all materials containing confidential information, operations manuals, customer lists, customer databases, customer records and any materials which display the trademarks associated with the Franchise system. Franchisee agrees to return and turn over to Franchisor all digital assets, including, but not limited to, all digitally-stored content (such as images, photos, videos and text files), whether stored locally at the business or accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive or Dropbox); and all user names and passwords for any and all email accounts, social networking websites (such as Facebook, Twitter, LinkedIn, Google+, YouTube, Pinterest, Instagram, Tumblr, Flickr, Reddit, Snapchat, and WhatsApp), blogs, review websites (such as Yelp or Angie's List), and any other online communities where the Franchise Business created or shared online content, or held itself out as speaking for or representing the Franchise Business. Franchisee acknowledges and agrees it has no right, title or interest in and to the intellectual property associated with the Franchise Business or the Franchise system and no right to retain copies, disclose or make further use of such intellectual property, except with regard to customer records for tax purposes.

4. **Confidentiality.** It is acknowledged by the Franchisee that the terms of this Agreement are in all respects confidential in nature, and that any disclosure or use of the same by the Franchisee may cause serious harm or damage to the Franchisor, and its owners and officers. Therefore, the Franchisee agrees, either directly or indirectly by agent, employee, or representative, not to disclose the termination, this Agreement or the information contained herein, either in whole or in part, to any third party, except as may be required by law.

5. **Non-Disparagement.** The parties agree that at no time will they make any derogatory statements about or otherwise disparage, defame, impugn or damage the reputation of integrity of the others, provided that nothing in this paragraph will preclude any party from providing truthful information in response to compulsory legal process. The parties further agree not to, and to use their best efforts to cause any of the parties' agents, employees or affiliates not to, disparage or otherwise speak or write negatively, directly or indirectly, of the parties' brands, systems, or any other service-marked or trademarked concept of the parties or the parties' affiliates, or which would subject such brands, systems or concepts to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of the parties or their brands, systems or service-marked or trademarked concepts.

6. **Binding Effect.** All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, successors, and permitted assigns.

7. **Interpretation.** Each of the parties acknowledges that they have been or have had the opportunity to have been represented by their own counsel throughout the negotiations and at the execution of this Agreement and all of the other documents executed incidental hereto, if any, and, therefore, the parties agree that none of the provisions of this Agreement or any of the other documents should be construed against any party more strictly than against the other.

8. **Entire Agreement.** This Agreement, including any Schedules attached hereto (which are considered a part of this Agreement), represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations if any made by and between the parties.

9. **Governing Law.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

10. **Washington Exception.** The General Release Agreement does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

11. **California Waiver.** The parties expressly waive and relinquish all rights and benefits afforded by California Civil Code Section 1542.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by telex or by telecopy facsimile signature page shall be binding upon any party so confirming or telecopying.

13. **Effectiveness of Agreement.** This Agreement shall not be effective until it has been signed by the Franchisee and an authorized officer of the Franchisor and delivered fully executed to the Franchisee and the Franchisor.

THE UNDERSIGNED have read, fully understand, and, by executing below, agree to the terms and conditions of this Agreement.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

SCHEDULE A TO GENERAL RELEASE AGREEMENT

ADDITIONAL TERMS AND CONDITIONS FOR TRANSFER AND ASSUMPTION OF FRANCHISE

The Franchisee desires to transfer its rights to operate its Black Optix Tint franchise operated under the original Franchise Agreement (the "Black Optix Tint Business") to a successor franchisee, _____ ("Successor Franchisee"). The Successor Franchisee desires to continue operating such Black Optix Tint Business pursuant to a Successor Franchise Agreement with Franchisor. The terms and conditions of this Schedule A supplement the terms and conditions of the foregoing General Release Agreement of which this Schedule forms a part.

The parties agree that the foregoing recitals are true and correct, and for good and valuable consideration, the receipt of which is acknowledged by each of the parties, the parties agree as follows:

1. **Transfer.** Effective as of the date of this Agreement, the Franchisee does hereby bargain, sell, assign, convey, and transfer all of Franchisee's rights to the Successor Franchisee to operate the Black Optix Tint Business, pursuant to the Successor Franchise Agreement and any related written agreements between the Successor Franchisee and Franchisor. Subject to the terms of such Successor Franchise Agreement and related written agreements with Franchisor, the Successor Franchisee hereby accepts and assumes the rights and obligations of the Franchisee to operate the Black Optix Tint Business. If for any reason the sale of Franchisee's business to Successor Franchisee is not completed, the General Release Agreement will be deemed null and void and Franchisee shall continue to operate the Black Optix Tint Business under the terms of the original Franchise Agreement. Unless otherwise provided in a written agreement between Franchisee and Successor Franchisee, Franchisee, during the period from the date hereof to the final closing date of the sale of the Black Optix Tint Business to the Successor Franchisee, shall operate the Black Optix Tint Business for his/her own account.

2. **Successor Agreements and Payments.** The Successor Franchisee is hereby delivering to Franchisor its duly signed Successor Franchise Agreement and any related agreements that may be required as a result of this transaction under the original Franchise Agreements. The Successor Franchise Agreement means the current standard form of Franchise Agreement required by the Franchisor, subject to any modifications consented to in writing by Franchisor. The Successor Franchisee is also hereby delivering to Franchisor a transfer fee of the greater of: 1) \$36,500; 2) 10% of the price for the sale of the Designated Marketing Area (not to exceed an amount equal to the then-current Franchise Establishment Fee under the then-current franchise agreement); or 3) the then current transfer fee charged under the then current agreement per each Designated Marketing Area to be transferred. No initial franchise fee shall be due under the Successor Franchise Agreement from the Successor Franchisee.

3. **Consents, Subordination and Acknowledgments.** The Franchisor consents to the transfer to and assumption by the Successor Franchisee in accordance with this Agreement. Such consent does not constitute approval of, or agreement with, any of the provisions of any agreement (other than this Agreement) between the Franchisee and Successor Franchisee. The Franchisee and Successor Franchisee specifically acknowledge that the Franchisor is not a party to any such agreements. The Franchisee agrees that its rights, pursuant to any agreements with the Successor Franchisee, are subject to and subordinate in all respects to Franchisor's rights under the Successor Franchise Agreement and all related agreements, if any, between the Franchisor and Successor Franchisee, including all renewals, modifications, and extensions, if any, to such agreements. The Successor Franchisee agrees that its rights concerning the Franchisor exist pursuant only to the written agreements entered between the Franchisor and Successor Franchisee, and in the event of any conflict with the terms of this Agreement, except regarding the waiver of the payment of an initial franchise fee, the terms of such other agreements shall control. The Successor Franchisee acknowledges that it has received and reviewed the General Release Agreement of which this Schedule A forms a part. The Successor Franchisee further acknowledges that, except as expressly

provided in this Agreement, Franchisor has no liability with respect to, related to, or arising out of, any transaction between the Franchisee and Successor Franchisee, and releases, indemnifies and holds the Franchisor harmless from same.

THE UNDERSIGNED have read, fully understand, and, by executing below, agree to the terms and conditions of this Agreement.

BOT Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

Successor Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

EXHIBIT F

LIST OF CURRENT FRANCHISEES

BOT FRANCHISING, LLC
LIST OF FRANCHISEES AS OF APRIL 30, 2025

Name(s)	Address	City	State	Zip Code	Phone Number
Katherine O'Kelley	13585 N West 101 Dr., Ste. 100	Alachua	FL	32615	(770) 820-6814
Edward Belair	427 Citrus Tower Blvd., Ste. B101	Clermont	FL	34711	(727) 238-6050
Chase Martin Brzeczek	11766 Metro Pkwy., Stes. D and E	Fort Myers	FL	33966	(303) 999-6001
Paul Chandler	640 GA-314, Stes. 1109 and 1111	Fayetteville	GA	30214	(405) 226-3097
Dakota Dvorak	2725 Westinghouse Blvd., Ste. 300	Charlotte	NC	28273	(980) 297-2868
Zach Cook	115 Broadhurts Rd., Unit 100	Jacksonville	NC	28540	(252) 503-1087
Christopher Irwin	4213 Oleander Dr.	Wilmington	NC	28403	(704) 516-0261
Keneth C Baker	1010 Folly Rd.	Charleston	SC	29412	(843) 260-3439
William Richard Denny	832 South Irby St.	Florence	SC	29501	(715) 441-9052
Isaac Spencir and Donnelley Koy	2138 US-17 BUS, Unit A	Garden City	SC	29576	(843) 450-4481
Keneth C Baker	1907 Varner St., Ste. C-5	Summerville	SC	29486	(843) 754-8847
Lance Waller	230 N Thompson Ln.	Murfreesboro	TN	37129	(615) 649-0228
William Todd McKeown, Tanner McKeown, William McKeown	213 Whitsett Rd., Unit B	Nashville	TN	37210	(630) 770-2964
Ajay Badhwar	319 E Ben White Blvd., Unit B	Austin	TX	78704	(989) 600-0941
Jahangir Barlas	720 S Bell Blvd., Bldg. 10, Unit A	Cedar Park	TX	78613	(425) 244-0068
Thomas Edward Messier	798 Southpark Blvd., Unit 22	Colonial Heights	VA	23834	(804) 640-1129
Edessa V. Reed	119 Juliad Ct., Ste. 105	Fredericksburg	VA	22406	(540) 273-1599
Steven Childress	11010 W Broad St	Glen Allen	VA	23060	(804) 475-0071
Steven Childress	8167 Pine Ridge Rd., Unit 105	Mechanicsville	VA	23116	(804) 475-0071
Christopher Wilmoth	1355 Anderson Hwy, Unit A	Powhatan	VA	23139	(804) 426-1127
Kamaluhhdin Abisse	5601 Midlothian Tpk.	Richmond	VA	23227	(804) 513-2192
Muhamed Mustafa	5200 Brook Rd.	Richmond	VA	23227	(571) 479-8518
Dmitriy Nam	7516 Fullerton Rd., Unit B	Springfield	VA	22153	(202) 255-2587
Andrea-Anna Castelo	650 Corporate Dr., Ste. 165	Stafford	VA	22554	(571) 429-9271

BOT FRANCHISING, LLC
FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT BUT HAVE NOT OPENED
AS OF APRIL 30, 2025

Name(s)	Address	City	State	Zip Code	Phone Number
Chase Martin Brzeczek	To be determined.	Bonita Springs	FL	33909	(303) 999-6001
Nagasurya Vallamkondu	To be determined.	Lutz	FL	33647	(813) 708-3136
Chase Martin Brzeczek	To be determined.	Naples	FL	33909	(303) 999-6001
Francois Bouchard	To be determined.	Ocoee	FL	34787	(386) 588-3114
Francois Bouchard	To be determined.	Orlando	FL	34787	(386) 588-3114
Steven Franklin	To be determined.	Pensacola	FL	32533	(850) 293-7684
Josh Davis	To be determined.	Venice	FL	34289	(941) 769-1725
Dakota Dvorak	To be determined.	Providence	NC	28270	(980) 297-2868
William Todd McKeown, Tanner McKeown, William McKeown	To be determined.	Green Hills	TN	37064	(630) 770-2964
William Todd McKeown, Tanner McKeown, William McKeown	To be determined.	Hendersonville	TN	37064	(630) 770-2964
Harshad Desai	To be determined.	Flower Mound	TX	75063	(408) 963-7745
Harshad Desai	To be determined.	Frisco	TX	75063	(408) 963-7745
Ehi Lambert-Aikhionbare	To be determined.	Mansfield	TX	76063	(702) 525-2417
Russell Menlove	To be determined.	Logan	UT	84302	(435) 730-6927
Fredric Kendrick	To be determined.	Alexandria	VA	22313	(424) 239-9102
Thomas Edward Messier	To be determined.	Chester	VA	23220	(804) 640-1129
Francois Bouchard	13585 N West 101 Dr., Ste. 100	Alachua	FL	32615	(386) 588-3114
Nagasurya Vallamkondu	6102 E Adamo Dr., Units E4 and E5	Tampa	FL	33619	(813) 708-3136
Erich Elmer and Lisa Elmer	3111 Broadway Ave. J	Galveston	TX	77550	(303) 257-1382
Mohamed Amin	2005 Lamar Dr.	Round Rock	TX	78664	(512) 215-8893
Russell Menlove	1972 W 2550 S, Unit D	Ogden	UT	84401	(435) 730-6927
Jason Tremayne Hunnel and Shannon Nichole Carter	To be determined.	Virginia Beach	VA	22546	(804) 214-1928

EXHIBIT G

LIST OF FORMER FRANCHISEES

BOT FRANCHISING, LLC
LIST OF TERMINATED, CANCELLED, NOT RENEWED OR CEASED TO DO BUSINESS FRANCHISEES
AS OF APRIL 30, 2025

Name(s)	Address	City	State	Zip Code	Phone Number
Jason Tremayne Hunnel	5250 Avery Rd.	New Port Richey	FL	34652	(804) 214-1928
Bradley McNeill *	2138 US-17 BUS, Unit A	Garden City	SC	29576	(843) 471-1885
Susan Vasta and Nicholas Franges	1560 Hwy 9, Unit C	Longs	SC	29568	(916) 547-3883
Kamaluhhdin Abisse	6907 Hull St., Unit A	Richmond	VA	23224	(804) 513-2192

* Franchisees who sold their business during the 2024 period.

EXHIBIT H
DEPOSIT RECEIPT



DEPOSIT RECEIPT

By this receipt, **BOT Franchising, LLC** acknowledges that it has received a fully refundable deposit of **\$9,500.00** from:

Name: _____
Address: _____

together with an application for a **Black Optix Tint** Franchise Business.

We've reviewed your application within our offices and would be pleased to move forward.

The deposit you paid will, at the time of signing your Franchise Agreement, be credited to the remainder of the franchise fee. In the event that you decide not to accept the Franchise Agreement for any reason, your deposit will be fully refunded. In the event that you do not sign a Franchise Agreement and you do not ask for a refund within three (3) years from the date you execute this Deposit Receipt, your deposit shall become non-refundable.

Thank you for your sincere interest in purchasing a **Black Optix Tint** Franchise Business. Please note, when you present a check as payment, you authorize us to deposit your check, make a one-time electronic fund transfer (EFT), or a substitute check, in which case funds may be withdrawn from your account on the same day payment is made and you will not receive a cancelled check back from your financial institution.

Sincerely,

BOT Franchising, LLC

Candidate:

By: _____

Signature: _____

Print Name/Title: _____

Print Name: _____

Date: _____

Date: _____

EXHIBIT I

COMPLIANCE CERTIFICATION

COMPLIANCE CERTIFICATION

You are preparing to enter into a Franchise Agreement for the establishment and operation of a Black Optix Tint Franchise Business. The purpose of this Compliance Certification is to determine whether any statements or promises were made to you that BOT Franchising, LLC (the “Franchisor”) has not authorized and that may be untrue, inaccurate, or misleading.

A. The following dates are true and correct:

_____	_____	The date on which I first received the Franchisor’s Franchise Disclosure Document about the Black Optix Tint business.
(Date)	(Initials)	
_____	_____	The date of my first face-to-face meeting with a Franchise sales representative of the Franchisor to discuss the possible purchase of a Franchise.
(Date)	(Initials)	
_____	_____	The date on which I signed the contracts and agreements as disclosed in my Franchise Disclosure Document.
(Date)	(Initials)	
_____	_____	The earliest date on which I delivered cash, check, or other consideration to the Franchisor in connection with the purchase of a Black Optix Tint Franchise.
(Date)	(Initials)	

B. Please review each of the following questions carefully and provide honest and complete responses to each question:

1. Have you personally reviewed the Franchise Agreement and the Black Optix Tint Disclosure Document? Yes ___ No ___
2. Do you understand all of the information contained in the Franchise Agreement and the Disclosure Document? Yes ___ No ___

If “No”, what parts of the Franchise Agreement and/or the Disclosure Document do you not understand? (Attach additional pages, if necessary)

3. Have you discussed the benefits and risks of establishing and operating a Black Optix Tint Franchise Business with an attorney, accountant, or other professional advisor? Yes ___ No ___
4. Do you understand that the success or failure of your Black Optix Tint Business will depend in large part upon your skills and abilities, competition from other agencies, interest rates, inflation and other economic and business factors? Yes ___ No ___
5. Has any employee speaking on behalf of the Franchisor made any statement or promise concerning the revenues, profits, or operating costs of a Black Optix Tint Business operated by the Franchisor, its affiliates or its franchisees that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes ___ No ___
6. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the total amount of revenue you might achieve or operating profit you might realize from a Black Optix Tint Business? Yes ___ No ___

7. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating a Black Optix Tint Business that is contrary to or different from the information contained in the Disclosure Document?
Yes ____ No ____
8. Has any employee speaking on behalf of the Franchisor made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document? Yes ____ No ____
9. Do you understand that your initial franchise fee is nonrefundable upon entering into a Franchise Agreement? Yes ____ No ____

C. If you have answered “Yes” to any one of questions B. 5-8, or “No” to question B. 9 please provide a full explanation of each “Yes” answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below) If you have answered “No” to each of questions B. 5, 8 and “Yes” to question B.9, please leave the following lines blank.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Compliance Certification, you are representing that you have responded truthfully to the above questions.

FRANCHISE APPLICANT:

APPROVED BY:

Signature: _____
 Print Name: _____
 Date: _____

By: _____
 Analyst: _____
 Date: _____

Corporate Name [if applicable]:

By: _____
 Name/Title: _____
 Date: _____

EXHIBIT J

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this “Agreement”) made as of the ____ day of _____, 20____, (“Effective Date”) is by and between _____, (“FRANCHISEE”) d/b/a a Black Optix Tint franchise (the “Black Optix Tint Franchise”), BOT Franchising, LLC, a Florida limited liability company (“COMPANY”) and _____ a resident of the State of _____, (“INDIVIDUAL”) (collectively, the “Parties”).

W I T N E S S E T H:

WHEREAS, FRANCHISEE is a party to that certain franchise agreement dated _____, 20____ (the “Franchise Agreement”) by and between FRANCHISEE and COMPANY; and

WHEREAS, FRANCHISEE desires INDIVIDUAL to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, FRANCHISEE is required by the Franchise Agreement to have INDIVIDUAL execute this Agreement prior to providing INDIVIDUAL access to said Trade Secrets and other Confidential Information; and

WHEREAS, INDIVIDUAL understands the necessity of not disclosing any such information to any other party in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of FRANCHISEE, or COMPANY, any affiliate of COMPANY or COMPANY’s other franchisees.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the Parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

INDIVIDUAL acknowledges and understands FRANCHISEE possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a “Trade Secret” is information in any form (including, but not limited to, materials and techniques, technical or nontechnical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords and lists of actual or potential customers or suppliers) related to or used in the development and/or operation of Black Optix Tint franchises that is not commonly known by or available to the public and that information: (i) derives 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 (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement, “Confidential Information” means technical and nontechnical information used in or related to the development and/or operation of Black Optix Tint franchises that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the operating manual and training guides and materials. In addition, any other information identified as confidential when delivered by FRANCHISEE shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of INDIVIDUAL; (ii)

INDIVIDUAL can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure by FRANCHISEE pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by COMPANY or FRANCHISEE as “Trade Secrets” or “Confidential Information” shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve INDIVIDUAL of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. INDIVIDUAL understands FRANCHISEE’s providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between INDIVIDUAL and FRANCHISEE with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

a) INDIVIDUAL shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of FRANCHISEE, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, INDIVIDUAL must take all steps reasonably necessary and/or requested by COMPANY and FRANCHISEE to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. INDIVIDUAL must comply with all applicable policies, procedures and practices that COMPANY and FRANCHISEE have established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) INDIVIDUAL’s obligations under paragraph 2(a) of this Agreement shall continue in effect after termination or expiration of INDIVIDUAL’s relationship with FRANCHISEE, regardless of the reason or reasons for termination or expiration, and whether such termination or expiration is voluntary or involuntary, and FRANCHISEE and/or COMPANY are entitled to communicate INDIVIDUAL’s obligations under this Agreement to any future customer or employer to the extent deemed necessary by FRANCHISEE and/or COMPANY for protection of their rights hereunder and regardless of whether INDIVIDUAL or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a Black Optix Tint business.

3. Reasonableness of Restrictions

INDIVIDUAL acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of FRANCHISEE, COMPANY, and COMPANY’s Trade Secrets and other Confidential Information, the COMPANY’s business system, network of franchises and trade and service marks, and INDIVIDUAL waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then INDIVIDUAL shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

4. Relief for Breaches of Confidentiality

a) INDIVIDUAL further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause FRANCHISEE and COMPANY immediate and

irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, FRANCHISEE and COMPANY shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by INDIVIDUAL of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that FRANCHISEE and COMPANY may have at law or in equity.

b) In addition, in the event of a violation of the covenants contained in the Agreement, the Parties agree that damages for such violations would be difficult to quantify. Due to the difficulty in the quantification of resulting damages, the Parties agree that COMPANY would be entitled to liquidated damages in the amount of \$85,500 per event of violation.

5. Miscellaneous

a) This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between INDIVIDUAL, COMPANY and FRANCHISEE with respect to the subject matter hereof. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the Parties.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) ANY ACTION BROUGHT BY ANY OF THE PARTIES, SHALL ONLY BE BROUGHT IN THE APPROPRIATE STATE COURT LOCATED IN OR SERVING PALM BEACH COUNTY, FLORIDA. THE PARTIES WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSES OF CARRYING OUT THIS PROVISION. CLAIMS FOR INJUNCTIVE RELIEF MAY ALSO BE BROUGHT BY COMPANY OR FRANCHISEE WHERE FRANCHISEE IS LOCATED. THIS EXCLUSIVE CHOICE OF JURISDICTION AND VENUE PROVISION SHALL NOT RESTRICT THE ABILITY OF THE PARTIES TO CONFIRM OR ENFORCE JUDGMENTS OR AWARDS IN ANY APPROPRIATE JURISDICTION.

d) INDIVIDUAL agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the Effective Date and shall be binding upon the successors and assigns of INDIVIDUAL and shall inure to the benefit of FRANCHISEE and COMPANY and their subsidiaries, successors and assigns.

f) The failure of any Party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future

performance of any such term, covenant or condition of this Agreement and the obligations of the other Parties with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by INDIVIDUAL, FRANCHISEE and COMPANY.

j) The existence of any claim or cause of action INDIVIDUAL might have against FRANCHISEE or COMPANY will not constitute a defense to the enforcement by FRANCHISEE or COMPANY of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon FRANCHISEE or COMPANY pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

Signature page follows.

IN WITNESS WHEREOF, FRANCHISEE and COMPANY have hereunto caused this Agreement to be executed by its duly authorized officer, and INDIVIDUAL has executed this Agreement, all being done in triplicate originals with one (1) original being delivered to each Party.

WITNESS:

FRANCHISEE:

Signature: _____

Print Name: _____

Date: _____

WITNESS:

INDIVIDUAL:

Signature: _____

Print Name: _____

Date: _____

WITNESS:

COMPANY:

By: _____

Its: _____

EXHIBIT K

STATE ADDENDA TO DISCLOSURE DOCUMENT

STATE OF CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

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

California limited liability companies Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, 14 days prior to the execution of an agreement or the solicitation of a proposed material modification of an existing agreement.

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 offering circular.

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

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

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

All the owners of the franchise will be required to execute personal guarantees. This requirement places the marital assets of the spouses domiciled in community property states – AZ, CA, ID, LA, NV, NM, TX, WA and WI – at risk if your franchise fails.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that

any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, 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 provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires mediation. The mediation will occur in Myrtle Beach, Florida, with the costs being borne equally by Franchisor and Franchisee. 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 Mediation Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

STATE OF HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

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 HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE 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 THE FRANCHISOR AND THE FRANCHISEE.

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

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states:

2. A proposed registration or filing is or will be shortly on file in the following states:

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

STATE OF ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the “Act”), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

STATE OF MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

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

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

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

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

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

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

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
- (ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

STATE OF MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 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 (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

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

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

STATE OF NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE

DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchi’ee’s business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

STATE OF OHIO ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Ohio only, this Disclosure Document is amended by adding the following two cover pages to this Disclosure Document:

READ THIS DISCLOSURE DOCUMENT CAREFULLY

The state of Ohio has not reviewed and does not approve, recommend, endorse, or sponsor this or any franchise. If you have any questions about this franchise, the information contained in this disclosure document should be reviewed with an attorney or financial advisor before you sign any agreement.

The following disclosure document contains the disclosures required by Ohio law.

In the State of Ohio only, this Disclosure Document is further amended as follows:

The following is added to Item 19:

CAUTION

Some business opportunity plans have earned this amount. There is no assurance you will do as well. If you rely upon our figures, you must accept the risk of not doing as well.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

STATE OF VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

Item 17(t) is amended to read as follows:

Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

STATE OF WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

Item 5 of the FDD is amended to include as follows:

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

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

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

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

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

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

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

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any

employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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EXHIBIT L

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

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

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

EXHIBIT M

DISCLOSURE DOCUMENT RECEIPT

DISCLOSURE DOCUMENT RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If BOT Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by applicable state law.

New York and Rhode Island Laws 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 and Oregon require 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 BOT Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580, or your state agency listed in Exhibit D.

The franchisor is BOT Franchising, LLC, located at 2121 Vista Parkway, West Palm Beach, FL 33411. Its telephone number is (561) 640-5570.

Issuance Date: August 13,2025

Franchise Seller: Michael White and/or the Sales Agent(s) listed below, BOT Franchising, LLC, 2121 Vista Parkway, West Palm Beach, FL 33411, (561) 640-5570.

I have received a disclosure document issued August 13,2025 that included the following Exhibits:

- A. Franchise Agreement and Applicable Addenda
- B. Financial Statements
- B-1. Financial Statements of Guarantor and Guaranty of Performance
- C. Table of Contents of Brand Standards Manual
- D. State Administrators and Agents for Service of Process
- E. General Release Agreement
- F. List of Current Franchisees
- G. List of Former Franchisees
- H. Deposit Receipt
- I. Compliance Certification
- J. Confidentiality and Nondisclosure Agreement
- K. State Addenda to Disclosure Document
- L. State Effective Dates
- M. Disclosure Document Receipts

DATE: _____
(Do not leave blank)

Print Sales Agent(s) Name(s)

Prospective Franchisee **Signature**

Prospective Franchisee **Printed Name**

Prospective Franchisee **Signature**

Prospective Franchisee **Printed Name**

Corporate Name: (if applicable)

By: _____
Authorized Corporate Officer **Signature**

Printed Corporate Officer Name / Title

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Prospective Franchisee **Printed Name**

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Corporate Name: (if applicable)

By: _____
Authorized Corporate Officer **Signature**

Printed Corporate Officer Name / Title