



Tint World, LLC  
A Florida Limited Liability Company  
1000 Clint Moore Road, Suite 110,  
Boca Raton, FL 33487, Tel: 561.353.1060  
franchise@TintWorld.com  
www.TintWorld.com

The franchise that we offer is for TINT WORLD® Automotive Styling Centers that specialize in the retail sale and installation of automotive window tinting, protective film, vehicle wraps, audio and electronics, security systems, accessories, wheels and tires, ceramic coating, detailing services and other approved products and services that include marine, residential, and commercial window film installation and surface coating services.

The total investment necessary to begin operation of a TINT WORLD® Automotive Styling Centers business under a franchise agreement is \$239,950 to \$449,950. This includes \$132,850 to \$197,850 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of a TINT WORLD® Automotive Styling Centers business under a franchise agreement with mobile services is \$254,950 to \$469,950. This includes \$145,850 to \$212,850 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of a TINT WORLD® Automotive Styling Centers business under a multi-unit development agreement is \$279,900 to \$599,750. This includes \$172,800 to \$237,800 for two Centers, and \$282,650 to \$347,650 for five Centers that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of a TINT WORLD® Automotive Styling Centers business under a multi-unit development agreement with mobile services is \$294,900 to \$619,750. This includes \$185,800 to \$252,800 for two Centers, and \$282,650 to \$347,650 for five Centers that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Development Department at Tint World, LLC, 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487, Phone Number 561.353.1050.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or 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, N.W. Washington, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information on franchising. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: April 28, 2025

## How to Use This Franchise Disclosure Document

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

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

## **“What You Need to Know About Franchising *Generally*”**

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

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

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

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

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

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

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

### **Some States Require Registration**

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

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

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and multi-unit development agreement require 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. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Minimum and / or Maximum Prices.** You must comply with minimum and / or maximum prices set by the Franchisor for the goods and services you sell. This requirement may reduce your anticipated revenue and net income.

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.

NOTICE REQUIRED BY THE STATE OF MICHIGAN

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

The Michigan Franchise Law states in Sec. 445.1527, Sec. 27 that each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five 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 six 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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  
CONSUMER PROTECTION DIVISION  
Attention: Antitrust & Franchise  
G. Mennen Williams Building, 1st Floor  
525 West Ottawa Street  
Lansing, Michigan 48909  
Telephone Number: (517) 373-7117

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APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT, AND MIGHT REQUIRE A RIDER TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES AND RIDERS, IF ANY, APPEAR IN EXHIBIT J.

## Item 1

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

To simplify the language in this disclosure document, “we”, or “us”, or “our” means Tint World, LLC, the franchisor. “You” and “your” means the person or entity who buys the franchise, including all equity owners of a corporation, general partnership, limited partnership, limited liability, or any other type of entity (an “Entity”). If you are an Entity, each individual, with direct or indirect ownership interest shall be referred to as an “Owner.”

#### The Franchisor

We are a Florida limited liability company established on September 22, 2006. Our principal business address is 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487. We operate under our corporate name Tint World, LLC, the TINT WORLD® trademark, and the trademarks described in Item 13 of this disclosure document (the “Marks”). We do not do business or intend to do business under any other names. We have no parent corporation. If we have an agent in your state for service of process, we disclose that agent in Exhibit A.

We began offering franchises for TINT WORLD® Centers in September 2007. The TINT WORLD® concept was originally started in Florida, in 1982, by our predecessor, Tint World, Inc., whose address was 7405 N. Pine Island Rd., Tamarac, FL 33321. Our predecessor never offered franchises in either this or any other business. The System and Marks were assigned to Tint World, LLC, on September 22, 2006. We have, through our predecessor, been doing business as TINT WORLD® since 1982. We do not operate any company stores.

#### Affiliates

Our affiliate, I Car Care, LLC d/b/a Auto Parts Network® in Boca Raton, FL, was organized in the state of Florida in August 2006. Auto Parts Network® maintains its principal place of business at 1000 Clint Moore Road, Suite 110-A, Boca Raton, Florida 33487. Auto Parts Network® is an internet software, ecommerce, and distribution ‘Platform’ (the “Platform”) that enables access to wholesale suppliers electronic ordering and provides consumers the ability to ‘Purchase from the www.TintWorld.com’ website (the “Internet Sales”) and choose a particular Center to purchase the items with an option to ship the items to a Center for pick up or installation. Centers must use the Platform to access these programs. Auto Parts Network® does not: (a) operate a business of the type being franchised; or (b) currently offer franchises in this or any other line of business.

#### The Franchise

We license a system (the “System”) for the development and operation of a TINT WORLD® Automotive Styling Centers store (each a “Center,” “Store,” or “Franchised Business”) using the “TINT WORLD®” name, trademarks, service marks, trade names, associated designs, artwork, and logos we periodically designate (collectively, the “Marks”) that specializes in the sale and installation, from a fixed-location retail and installation Center (each a “Center Location”), of window tinting, protective film, vehicle wraps, audio and electronics, security systems, car and truck accessories, wheels and tires, detailing and ceramic coating, maintenance, repair, and installation services (collectively, the “Authorized Products and Services”). Additionally, subject to your request, market availability, and our approval, as a part of the Approved Products and Services we may also authorize you to provide mobile territory based services (“Mobile Services”) requiring use of a branded and wrapped service vehicle (each a “Service Vehicle”) used to provide marine, residential, and commercial window film, installation and protective coating services, decorative film, perforated film, custom design window and wall graphics, and other products and services that we designate and may modify from time to time (collectively, the “Mobile Products and Services”). Once we approve your Center Location, we will designate a geographic area (your “Designated Territory”) around your Center Location. If, at your request, we authorize you to provide Mobile Services we will designate the geographic area where you will be authorized to provide Mobile Services.

If you elect to offer and provide Mobile Services and if we authorize you to provide Mobile Services, you will be required to sign our Mobile Services addendum to your franchise agreement and, among other things, you must comply with our Mobile Services policies and operational requirements that include, participation in our Mobile Services Call Center Services, licensing our Mobile Services software license systems, and maintenance of our System standards related to training and maintaining dedicated employees and team members ready to perform and provide our Mobile Services. If you do not elect to provide Mobile Services within your Designated Territory or in compliance with our System

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requirements, we may authorize another System franchisee or Center to provide Mobile Services within your Designated Territory.

TINT WORLD® Centers operate under prescribed System specifications and operating procedures that we have developed and may continue to develop. The distinguishing appearance and characteristics of the System includes, but are not limited to, our store designs, digital showrooms, layouts, and identification schemes (collectively, the “Trade Dress”); our website or series of websites; our online stores, booking system; our digital presence and listings (the “System Website”); our software and computer programs, our specifications for equipment, inventory, and accessories; our products and services; our relationships with vendors; the accumulated experience reflected in our training program, operating procedures, customer service standards, methods, and marketing techniques; and the mandatory and suggested policies, procedures, standards, specifications, rules, and requirements (the “System Standards”) set out in our operations manual (the “Operations Manual”) and otherwise in writing. We may change, improve, add to, and further develop the elements of the System from time to time.

Items and services are sold according to specified procedures. If you acquire a franchise, you must operate your Center according to our business formats, methods, procedures, designs, layouts, standards, and specifications.

### Franchise Agreement

We offer a Franchise Agreement of the type contained as Exhibit B (the “Franchise Agreement”). If you sign the Franchise Agreement; we will grant you the right to develop and operate one TINT WORLD® Center at a Center Location that is located within a designated territory. You will be required to develop and operate your TINT WORLD® Center in conformity with the requirements of our System and at a TINT WORLD® Center in location that we approve in writing. If you do not have an approved site for your TINT WORLD® Center, you must select a site in accordance with the Franchise Agreement and obtain our written approval of the location. Your TINT WORLD® Center must conform to the requirements of our System. If we authorize you to provide Mobile Services, you will be required to sign our Mobile Services addendum to your franchise agreement. You may only offer and provide Mobile Services within the territory that we designate and subject to our System standards and requirements.

Before signing a Franchise Agreement, you will be required to complete, sign, and send us our franchise application form (“Franchise Application”) before signing the Franchise Agreement. Exhibit K contains a copy of the Franchise Application and Deposit Receipt.

### Multi-Unit Development Agreement

We offer a Multi-Unit Development Agreement of the type contained as Exhibit C (the “Multi-Unit Development Agreement”). If you sign the Multi-Unit Development Agreement; we will grant you a right to develop and operate a specific number of TINT WORLD® Centers according to a mandatory development schedule (the “Development Schedule”) within a geographic area (the “Development Area”). You will be required to sign a separate franchise agreement, in our then-current form, for each Center you develop under the Multi-Unit Development Agreement, which may contain material differences as compared to the Franchise Agreement disclosed in this franchise disclosure document. Your Development Schedule may vary depending on your Development Area and the number of TINT WORLD® Centers that you are authorized to develop.

### Market and Competition

TINT WORLD® Customers include retail customers, new and used car automobile dealerships, automobile fleets, insurance companies, governmental agencies, commercial customers, such as store merchants, and commercial buildings, offices. You will compete with automotive dealerships and other national, regional, and local independent retailers and service providers. However, some of our services offered may be complementary to automotive dealerships and add value to the promotion of the products and services offered by your Center. The market for these types of products and services is well developed and competitive.

### Industry Specific Laws

The automotive and marine accessory, repair, and maintenance industry is regulated by federal, state, and local laws, rules, and regulations related to the sale, installation, safety, and maintenance of automobiles, marine crafts,

installation of window film tinting, after-market vehicle and craft enhancements, modifications, accessories, tire and wheel installation. The residential and commercial window film industry is regulated by federal, state, and local laws, rules and regulations related to residential and commercial window tinting, health and safety standards, tinting standards, building codes and requirements related to installation and maintenance services. You should investigate and research these laws thoroughly as they may affect the operation of your Center.

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## Item 2

### **BUSINESS EXPERIENCE**

#### Charles J. Bonfiglio - Founder & Chief Executive Officer



Charles J. Bonfiglio has been the Founder and Chief Executive Officer since the company's inception in September 2006 in Boca Raton, Florida. From January 1983 to August 2014, Mr. Bonfiglio served as Chief Executive Officer and Franchise Developer for Meineke Car Care Centers, where he was responsible for development, operational management, and brand expansion. Since August 2006, Mr. Bonfiglio has also served as the Chief Executive Officer and Manager of I Car Care LLC, doing business as Auto Parts Network®, a technology company providing automotive supply chain solutions..

#### Jeanette Bonfiglio - Chief Compliance Officer



Jeanette Bonfiglio was appointed Chief Compliance Officer in January 2025 in Boca Raton, Florida. Prior to this role, she served as the company's Chief Financial Officer beginning in September 2014. From January 1983 to August 2014, Ms. Bonfiglio was the Chief Financial Officer and Franchise Developer for Meineke Car Care Centers, where she was responsible for financial management, compliance, and franchise development.

#### Jonathan Norman - President and Chief Investment Officer



Jonathan Norman was appointed our President and Chief Investment Officer in March 2025 in Boca Raton, Florida. Jonathan was previously appointed our Chief Investment Officer starting in January 2023 in Boca Raton, Florida. Before that, Jonathan served as COO and Partner of Harvest, LLC as Néκτηr Juice Bar Franchise Developer, and served as COO and Franchise Developer Partner of Planet Fitness from beginning in January 2009 through December 2021.

#### Paul Pirro - Chief Development Officer



Paul Pirro was appointed our Chief Development Officer in September 2023 in Boca Raton, Florida. Before that, Paul was previously our Chief Strategy Officer starting in November 2009 in Boca Raton, Florida.

J. R. Stocks - Chief Operating Officer



J.R. Stocks was appointed Chief Operating Officer in March 2024 in Boca Raton, Florida. Before that, J.R. served as President, Chief Strategy Officer, and Business Development Executive positions for Mobile Electronics Automotive Brands that include DS18, Race Sport Lighting, Wet Sounds, Custom Sounds beginning in December 2016 through March 2024 in Mooresville, North Carolina.

Jon Garrett - Vice President of Operations



Jon Garrett was appointed our Vice President of Operations in September 2023 in Boca Raton, Florida. Before that, Jon served as Regional Director of Operations for Driven Brands automotive companies Take 5 Oil Change, and Maaco Auto Paint & Body beginning in June 2019 through August 2023 in Charlotte, North Carolina.

Donna Brenner - Controller



Donna Brenner was appointed our Controller in September 2016 in Boca Raton, Florida. Before that, Donna served as Senior Accounting Manager at Ad Tech Communications, a medical advertising agency, in West Palm Beach, FL starting January 2004 through August 2016.

John Marsh - Senior Director of Franchise Services



John Marsh was appointed our Senior Director of Franchise Services in September 2023 in Boca Raton, Florida. John previously served as our Vice President of Store Operations from November 2019 through August 2023. Before that, John was our Franchise Operations Manager starting in April 2014 in Boca Raton, Florida.

Sean Christianson - Director of Digital Technologies



Sean Christianson was appointed our Director of Information Technology in September 2019 in Boca Raton, Florida. Sean's previous position from January 2004 through August 2019, was Software and Information Technology developer in Palm Beach, Florida.

Kelly Wruck - Vice President of Franchise Operations



Kelly Wruck was appointed our Vice President of Franchise Operations in January 2025. Kelly was previously our Director of Franchise Administration starting in November 2020 in Boca Raton, Florida. November of 2020 in Boca Raton, Florida. Kelly's previous position was Project Management for several big name franchise brands for more than 10 years in Palm Beach, Florida. Before that, Kelly served as a former Police Officer and worked for the Department of Homeland Security in Incident and Emergency Management for Terrorism in New York.

Michael Glick - Franchise Development Manager



Michael Glick was appointed our Franchise Development Manager in May 2020 in Boca Raton, Florida. Michael's previous position was Franchise Development Manager at TBC Corporation in West Palm Beach, FL starting September 2019. Before that, Michael's position was Franchise Development Manager at United Franchise Group in West Palm Beach, FL starting July 2016 through August 2019.

**Item 3**

**LITIGATION**

No litigation is required to be disclosed in this Item.

**Item 4**

**BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

*(The rest of the page is intentionally blank)*

## Item 5

### INITIAL FEES

#### Initial Franchise Fee

When you sign a Franchise Agreement you will pay to us a non-refundable initial franchise fee (“Initial Franchise Fee”) of \$49,950, except that the Initial Franchise Fee is \$24,950, if the Franchised Business relates to a pre-existing automotive styling center that meets our standards and criteria, has been independently owned and operated by you and is being converted to a TINT WORLD® Automotive Styling Center.

#### Multi-Unit Development Agreement Fee

If you sign a Multi-Unit Development Agreement, you will pay us a non-refundable Multi-Unit Development Fee (the “Multi-Unit Development Fee”) equal to: (a) \$89,900 for the development of two Centers (\$44,950 per Center); or (b) \$119,850 for the development of three Centers (\$39,950 per Center); or (c) for the development of either four or five Centers, \$39,950 per Center multiplied by the number Centers that you are authorized to develop under one or multiple Multi-Unit Development Agreement. We do not authorize or award the right to develop more than five Centers under a Multi-Unit Development Agreement. The Multi-Unit Development Fee is payable in full upon execution of the Multi-Unit Development Agreement, as provided in Exhibit C. The Multi-Unit Development Fee is fully earned upon payment and is non-refundable.

The number of Centers to be developed under the Multi-Unit Development Agreement is determined between you and us at the time of signing the Multi-Unit Development Agreement and will depend on the market area and the size of the territory. There is no separate initial franchise fee for each Center you develop under the Multi-Unit Development Agreement. Each Center will operate pursuant to our then current franchise agreement.

#### Mobile Services Addendum

If, upon your request, we authorize you to provide Mobile Services, you will pay to us a non-refundable mobile services territory fee of \$10,000.

The initial territory fee for each new Mobile Services Residential and Commercial Addendum would be added to your Franchise Agreement. The territorial restriction would be the same as in the Franchise Agreement to which the addendum is attached. You are required to pay the entire initial territory fee of \$10,000, upon signing the Addendum, which will license you to perform these services in your territory. If you desire additional territory, it will be necessary for you to purchase separately the additional territory, which will be added to your Residential and Commercial portion of your Franchise Agreement.

#### IFA’s VetFran Initial License Fee Discount Program

TINT WORLD® is a member of the International Franchise Association (“IFA”) and participates in the IFA’s VetFran Program, which provides a 10% discount on the initial license fee to veterans of U.S. armed forces who otherwise meet the requirements of the VetFran program.

#### Center Startup Package

You are required to purchase the “Startup Package” from us or a supplier we designate to equip your Center. The cost of the Startup Package will range from \$82,900 to \$147,900. This payment is due upon the approval and signing of the Lease for your Center. The Startup Package will be delivered to your Center at a designated time in the build out process prior to the opening of your Center. The Startup Package may include: (a) Showroom Displays Furniture Package: interactive video, graphical explanatory menus, car audio and electronics demo, sales counter, feature wall and shelving to display products, chairs and tables; (b) Signage Package: channel letter illuminated exterior building sign, building survey, sign permit, and installation; (c) Equipment Package: 64” film plotter, storage cabinet, parts bin, toolbox, pushcart, fender covers, work bench, bench vice, film wall rack, tint and film tools, glass peel boards, heat guns, steamer, detaining tools, pressure washer, shop vacuum, buffers, pads, brushes, shop garbage pails, shop mop, buckets, floor squeegees, first aid kit, and other supplies. The high end of this estimate will include an air compressor, hoses, power tools, 200-piece specialty

tool set, floor jack, battery charger, ozone machine; (d) Administrative, Marketing, Graphics Package: point of sale materials, brochures, catalogs, office forms, work orders, stationary, business cards, pens, storefront brand window graphics, showroom signs, bay service banners, uniform shirts, hats, and other items; (e) Freight, Delivery, Setup; (f) Software Package: TINT WORLD® POS Point of Sale Software, PRO-CUT Film Software, TINT-PRO Mobile Services Software, QBO Accounting, FranConnect HUB, Microsoft Office 365 with two Email Accounts, Zoom Phone Platform, and Data Warehousing; (g) Computer Hardware Package: computers, printer, merchant processing hardware, four IP phones and associated supplies; (h) Initial Inventory Package: stocking inventory and supplies order based on anticipated volume, and (i) Grand Opening Promotion Package: to conduct preopening, one day long ‘grand opening event’ to invite your local community of prospective customers to visit your Center and celebrate the opening, and for your staff to meet and greet customers commencing 20 days before and ending 90 days after its opening.

#### Mobile Services Startup Package

If, upon your request, we authorize you to provide Residential and Commercial Mobile Services, you are required to purchase a “Mobile Services Startup Package” from us or a supplier we designate to equip. The cost of the Mobile Services Startup Package will range from \$3,000 to \$5,000. This payment is due upon signing the applicable Mobile Services Franchise Agreement addendum. The Mobile Services Startup Package may include: (a) Mobile Brand Wrap; (b) Film Handler; (c) Ladders and scaffolds; (d) Glass Detectors and Meters; € and Hand Tools.

#### Existing Franchisee Offers

We may periodically offer special discounts off the cost of the then existing initial franchise fee or rebates for existing franchisees in good standing who desire to purchase additional franchises for new development, subject to any conditions we determine. We will announce any special offers at their commencement and may cancel the special offers at any time.

#### Resale Third-Party Broker Fee

If you acquire an existing Franchise from a System franchisee and the sale transaction triggers our obligation to pay a third-party broker fee in connection with the transaction (the “Transfer Broker Fees”), you must pay the amount of the Transfer Broker Fees directly to the broker, or to us, as we designate. Note: You will not be required to pay the Transfer Broker Fees if the Transferor is obligated to, and does in fact pay, the Transfer Broker Fees to the third-party broker or to us.

Except for the circumstance described in this Item 5, we do not refund any initial fee.

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**Item 6**

**OTHER FEES**

<b>TYPE OF FEE</b>	<b>AMOUNT</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Royalty Fee (Note 1)	6% of Gross Revenues or \$500 weekly, whichever is greater	Within five days of each one-week accounting period	Payable to us (10% if delinquent). The weekly \$500 minimum begins six months after new store opening.
National Advertising Fund (NAF) (Note 2)	Up to 6% of Gross Revenues or \$1,000 weekly, whichever is greater	Within five days of each one-week accounting period	Payable to the NAF and is spent on your national and local advertising.
Startup Local Advertising Expenditure (Note 3)	\$500 per week	Within five days of each one-week accounting period	Payable to the NAF and is spent on your local startup advertising for your first 6 months.
Technology Fee (Note 4)	\$700 per month	Within five days before the last day of each calendar month period	Payable to us. This fee provide each Center "Technology Systems".
Center Operations Software License Fee (Note 5)	\$249 per month	Within five days before the last day of each calendar month period	Payable to us or designated suppliers, who may be affiliates for your POS Center Operations Software.
Mobile Services Software License Fee (Note 5)	\$299 per month	Within five days before the last day of each calendar month period	Payable to us or designated suppliers, who may be affiliates for your POS Mobile Services Software.
Mobile Services Advertising Expenditure (Note 6)	\$500 per week	Within five days of each one-week accounting period	Payable to the NAF and is spent on your local advertising for your Mobile Services.
Contact Center Fee (Note 7)	Up to 6% of Mobile Services Gross Revenues or \$100 weekly, whichever is greater	Within five days of each one-week accounting period	Payable to us or designated Contact Center with booking services who may be affiliates and must use if you are approved to participate in providing Mobile Services.
Customer Referral Fee (Note 8)	TBD	As Incurred	Specifics details for customer referrals are in Operations Manual.
Continuing Education Fee (Note 9)	Our then-current training fee, Currently \$500 per day, per person	As Incurred	Payable to us if we offer you continuing education and supplemental technical or advanced sales training programs, and charge training fees for the supplemental training.
Franchise Convention Fee (Note 10)	Our then-current convention fee, Currently \$499	As Incurred	Payable to us to defray the cost of the annual convention. This fee is non-refundable and due even if you do not attend the convention.
Supplier Evaluation Fee (Note 11)	\$0 to \$2,500	As Incurred	Payable to us if you seek approval for products or services by a supplier who is not then approved.
National & Fleet Services Processing Fee (Note 12)	5% of of total charge	As Incurred	Payable to us and deducted from monies collected from national and fleet account customers for administration of centralized billing.
Renewal Fee	25% of the then current Initial Franchise Fee	At the time that a renewable franchise agreement is executed	Payable to us if you qualify and you choose to enter into a successor franchise agreement.

<b>TYPE OF FEE</b>	<b>AMOUNT</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Relocation Fee	25% of the then current Initial Franchise Fee	At the time that a relocation franchise agreement is executed for your Center	Payable to us if you request and we approve the relocation of your existing Center.
Transfer Fee	50% of the then current Initial Franchise Fee	At the time that a sale or interest transfer franchise agreement is executed for your Center	Payable to us if you sell your Center to a prospective franchisee or a material change of any interest transfer in your business.
Development Schedule Extension Fee	\$10,000 per Center for an extension of up to 6 months	At the time that you request an extension of time in which to open your Center	Payable to us for a single extension to the time period in which to open the Center (if we allow extension).
Operations Manual Replacement Fee	\$5,000.00	As Incurred	Payable to us if your operations manual is lost or destroyed and you have to replace it.
Resale Assistance and/or Referral Fee	\$20,000 Resale Assistance and/or Broke Referral Fee	At the time that a sale transferee executes the franchise agreement in effect for the sale of your Center	Payable to us or our affiliates if you desire resale assistance by us to transfer or sell your franchise to any prospective franchisee, or if we are obligated to pay any broker or referral fee in connection with any sale of your Center.
Payment Service Fee	Up to 4% of total charge	As Incurred	Payable to us if any payments are made by you to us by credit card.
Insufficient Funds Fee	\$100	As Incurred	Payable to us if any check or electronic funds transfer (“EFT”) is not successful due to insufficient funds, stop payment or similar event.
Operations Non-Compliance Fee	\$500 to \$1,000 per occurrence	14 Days of Invoice	Payable to us for failure to comply with operational standards as required and specified under Franchise Agreement, plus inspection and re-inspection costs incurred by us.
Late Reporting Fee	\$100 per day or 18% annually, whichever is greater allowed by law	As Incurred	Payable to us. You will continue to incur this late report fee until you submit the required report. The highest interest rate allowed by law in California for late payments is 10% annually.
Upgrade of Center	Up to \$30,000	As Incurred	You must periodically upgrade and/or remodel the Center as we reasonably require, but not more often than once every three years during the term of your franchise agreement.
Customer Complaint Reimbursement	Will vary under circumstances	As Incurred	Payable to us if we must reimburse a dissatisfied customer or another Center, you must reimburse us for that amount.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Audit Expenses	Cost of Audit	As Incurred	You will be required to pay this if an audit reveals that you understated weekly Gross Revenues by more than 2% or if you fail to furnish required information or fail to maintain required records for any consecutive 12-month period.
Insurance	You must reimburse our costs plus a 20% administrative fee	On Demand	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained plus 20% of the premium for an administrative cost of obtaining the insurance.
Product Purchases	Our product prices	As Incurred	You must buy products that (i) meet our standards and specifications; (ii) are purchased from suppliers designated or approved by us; and (iii) require recurring minimum monthly stocking orders. We reserve the right to designate ourselves or affiliates as the exclusive supplier of certain products. If we do so, then you must purchase them from us.
Legal and Professional	Will vary under circumstances	As Incurred	You will be required to reimburse us for any legal or accounting fees and expenses that we incur as a result of any breach or termination of your Franchise Agreement and for enforcing our rights against you under the Franchise Agreement.
Indemnification	Our actual costs and expenses	As Incurred	You must indemnify and hold us harmless against any and all claims, and reimburse us for any expenses or losses that we or our representatives incur related to or arising in any way from the operation of your Center.
Interest	Lesser of 18% per annum or highest commercial interest rate allowed by law	Interest begins accruing 10 days after the payment due date and is due immediately	This fee is charged on any late payments to us or our affiliate, including royalty fees, advertising contributions, service, or products.

Except for product and service purchases described in Item 8, and except as otherwise noted in this Item 6, all fees that are imposed and collected by and payable to us or our affiliates are uniform and non-refundable under any circumstances. We require you to pay these amounts through electronic funds transfer or automatic withdrawal from your main depositing bank account. You are required to complete the EFT / ACH and credit card authorization. (See Schedule A of the Franchise Agreement) We also may charge you interest and/or late fees if you do not pay your Royalty fees, NAF contributions and other amounts due to us in a timely manner. We have the right to poll your point-of-sale system directly to obtain Gross Sales and other information regarding the operation of the Center. If, for any reason, we are unable to independently verify your Gross Sales by accessing your point-of-sale system, you will report your Gross Sales to us on the date and in such format as we may require.

We may apply any of your payments to us to any of your past due indebtedness for Royalty fees, NAF contributions, purchases of products or supplies or any other past due indebtedness to us or any of our affiliates, notwithstanding any contrary designation by you, provided that any payments that are designated as NAF contributions will be applied first

to any currently due or past due NAF contributions. A convenience fee of 4% will be added if paying by credit card. You agree that all such payments will be made as and when due without any setoff, deduction or before demand thereof.

Explanatory Notes:

(1) Our Franchise Agreement requires you to pay to us a continuing non-refundable Royalty Fee (the “Royalty Fee”) currently amounting to a minimum of \$500 weekly, subject to annual increase with the CPI, or 6% of Gross Revenues of the Business, whichever is greater, payable weekly and to be actually received by us within five days from the end of each calendar weeks accounting period during the term of this Agreement and any extensions or renewals thereof. (i.e., Sunday through Saturday period) If you sign a Franchise Agreement for a new Center, the minimum weekly Royalty of \$500.00, shall begin on the six month anniversary of the opening day of your new Center. ‘Gross Sales’ or ‘Gross Revenues’ means all revenue paid by the customer, accrued and/or derived from or in connection with the operation of the Franchised Business, including third party collections. You are prohibited from offsetting or deducting this required Royalty payment in any form or fashion. We have the right to establish the amount of the royalty fees for any new products and services that become part of the Authorized Products and Services.

(2) Our Franchise Agreement requires you to contribute to the TINT WORLD® National Advertising Fund (the “NAF”), a continuing NAF Fee currently amounting to a minimum of \$1,000 weekly, subject to annual increase with the CPI or such other amounts that we may institute from time to time up to up to 6% of your weekly Gross Revenues, payable weekly and to be actually received by us within five days from the end of each calendar weeks accounting period. (i.e., Sunday through Saturday period) Such amount or percentage contribution to the NAF shall be designated by us from time to time and shall be funded by you for as long as the NAF remains in operation. You are prohibited from offsetting or deducting this required NAF contribution from other fees or sums due to us or our affiliates. In addition to the NAF contributions payable to us, we recommend that you directly spend an additional sum of not less than 2% of your weekly Gross Revenues on the local marketing and promotion of your Center.

(3) We will use the “Startup Local Advertising Expenditure” to conduct your pre-opening and post-opening advertising, promotions and public relations in the local area surrounding your franchised business, and other startup activities as we determine. You are required to spend Startup Local Advertising Expenditures equal to \$500 per week, payable to the NAF, and spent on your local startup advertising for your first 6 monthsAll local advertising and promotion that you conduct must be approved by us and subject to our designated standards and requirements.

(4) We currently provide each Center “Technology Systems” and Software to operate your Center that include: (i) PRO-CUT Film Software; (ii) FranConnect HUB; (iii) QBO Accounting; (iv) Microsoft Office 365 with two Email Accounts; (v) Zoom Phone Platform; and (vi) Data Warehousing, all of which are covered by the applicable Technology Fee. (See Schedule B of the Franchise Agreement).

(5) We currently provide each Center “Software Systems”, to operate your Center that include: (i) TINT WORLD® POS Center Point of Sale Software to operate and manage customers and vehicles with estimate, inventory, ordering, invoice, and appointment scheduling in your Center Operations; and (ii) TINT-PRO Mobile Services Software to operate in the field and manage residential and commercial window film business with estimate, inventory, ordering, invoice, e-signature, and appointment scheduling.

(6) If we authorize you to provide Mobile Services, you shall contribute a continuing monthly Mobile Services advertising expenditure (the “Mobile Services Advertising Expenditure”) equal to an amount of \$500 per week beginning on the initiation of the Mobile Services operation. The Mobile Services Advertising Expenditure shall be payable monthly and actually received by Franchisor at least five days before the last day of each calendar month period during the period of time you are authorized to offer and provide Mobile Services and subject to annual increase equal to and based on the CPI. The Mobile Services Advertising Expenditure is in addition to the NAF Fee contributions for your TINT WORLD® Center. You are prohibited from offsetting or deducting this required Mobile Services Advertising Expenditure in any form or fashion.

(7) If we authorize you to provide Mobile Services, you are required to exclusively use the Mobile Services contact center (the “Mobile Services Contact Center”) and the Mobile Services contact center services that we designate (the “Mobile Services Contact Center Services”) for all Mobile Services and other services that may be required from time to time as provided in the Operations Manual. The Mobile Services Contact Center fee is a monthly fee that, currently, is charged at amounts equal to the greater of up to 6% of your Mobile Services Gross Revenues or \$100 weekly for your Mobile Services (the “Mobile Services Contact Center Fee”) and will depend on the Mobile Services Contact Center

Services that we designate and that you utilize. The Mobile Services Contact Center Services may include agents trained to handle customer queries and interactions over multiple communication channels that include telephone, live chat, email, messaging apps, social media, etc.

**(8)** We may develop “Customer Referral Programs”, such as a key account referral program, under which we or third-party operators of websites or other lead or sales generating programs may make customer referrals to you in exchange for compensation. Upon developing one or more of such programs, we will provide you with the specific details of the customer referral programs and that will be updated in the Operations Manual from time to time for you to decide whether to participate. If you choose not to participate, we have the right to allow a participating franchisee to serve the customer or to serve the customer ourselves even if the customer is in your territory.

**(9)** We may periodically offer and charge a “Continuing Education Fee” for various training and resources in advanced sales, technical, supplemental, and refresher courses (on an optional or mandatory basis), that we deem advisable. On your request, we will endeavor to provide Continuing Education on various aspects of operating a Center for which you will be required to pay the training fees and charges we may establish from time to time and costs associated with attending, such as transportation, lodging, meals, and wages.

**(10)** We conduct an “Annual Franchise Convention” at such places and dates that shall be designated by us. You or a managerial employee is required to attend, and you are responsible for the registration fee and all expenses, including compensation and costs associated with attending, such as transportation, lodging, meals, and wages.

**(11)** If you seek “Supplier Evaluation” for a supplier that has not been approved by us, we may charge an evaluation fee for testing the equipment, tools, products, services or examining the credentials of the supplier that might range from \$0 to \$2,500 to cover our costs and expenses.

**(12)** If you provide services to Corporate Accounts (“Corporate Accounts Program”) that we arranged through our National and Fleet Accounts, where we engage in contracts or service agreements, and we or a third party collects payments on your behalf for servicing the customers, and then remits payments to you and other franchisees, we deduct a 5% processing fee for our administration of a centralized billing and payment system (“Central Billing”). The fee is deducted from payments collected from the Corporate Accounts customers and the remainder is remitted to you and other franchisees for services rendered.

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**Item 7****ESTIMATED INITIAL INVESTMENT****YOUR ESTIMATED INITIAL INVESTMENT****A. Center Franchise Agreement**

<b>EXPENDITURE<sup>A</sup></b>	<b>LOW AMOUNT</b>	<b>HIGH AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
Initial Franchise Fee (Note 1)	\$49,950	\$49,950	Lump Sum	When you sign the Franchise Agreement	Us
Lease Rent, Deposits, Leasehold Improvements (Note 2)	\$70,000	\$190,000	As Incurred	When you sign the Lease	Lessor or Designated Suppliers
Showroom Displays, Furniture Package (Note 3)	\$19,900	\$44,900	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Signage Brand Package (Note 4)	\$7,000	\$18,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Equipment, Tools Package (Note 5)	\$11,000	\$18,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Administrative Merchandise, Window Graphics Package (Note 6)	\$4,000	\$7,000	Lump Sum	When you sign the Lease	Us or Designated Supplier
Freight, Delivery Package (Note 7)	\$2,000	\$5,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Software Technology Package (Note 8)	\$5,000	\$5,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Computer Hardware, Phones Package (Note 9)	\$4,000	\$5,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Initial Inventory, Supplies Package (Note 10)	\$20,000	\$35,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Grand Opening Event Promotion Package (Note 11)	\$10,000	\$10,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Business Insurance (Note 12)	\$1,500	\$2,200	Lump Sum	When you sign the Lease	Approved Insurance Company
Business Licenses (Note 13)	\$600	\$900	As Incurred	When you sign the Lease	Government Agencies
Accounting, Legal Expenses (Note 14)	\$1,000	\$2,000	As Incurred	As Incurred	Accountant / Attorney
Travel, Living, Training Expenses (Note 15)	\$3,000	\$5,000	As Incurred	As Incurred	Airline, Motel or Airbnb and Suppliers, who may be affiliates
Miscellaneous Expense (Note 16)	\$1,000	\$2,000	As Incurred	As Incurred	Us, Landlord, Tradespeople, Utilities, Taxing Authorities and Approved Suppliers

<b>EXPENDITURE<sup>A</sup></b>	<b>LOW AMOUNT</b>	<b>HIGH AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
Additional Funds, Three Months Working Capital (Note 17)	\$30,000	\$50,000	As Incurred	As Incurred	Us, Landlord, Tradespeople, Utilities, Taxing Authorities and Approved Suppliers
<b>TOTAL ESTIMATED INITIAL INVESTMENT</b> (Note 20)	<b>\$239,950</b>	<b>\$449,950</b>	As Incurred	As Agreed with each Supplier	Us, Landlord, Tradespeople, Utilities, Taxing Authorities and Approved Suppliers

**B. Multi-Unit Center Franchise Development Agreement**

<b>EXPENDITURE<sup>B</sup></b>	<b>AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
Multi-Unit Development Fee (Table B Note 18)	\$89,900 – \$199,750	Lump Sum, non-refundable	When you sign the Multi-Unit Development Agreement	Us
Initial Investment for the First Center (Table B Note 19)	\$190,000 – \$400,000	See Table 7(A) above. The low range is equal to the low range of the total from Table 7(A) minus the Initial Franchise Fee, and the high range is equal to the high range of the total from Table 7(A) minus the Initial Franchise Fee. (See Note 2)		
<b>TOTAL ESTIMATED INITIAL INVESTMENT</b> (Note 20)	<b>\$279,900 – \$599,750</b>	In addition to the Multi-Unit Development Fee, you will incur initial investment expenses for the development and opening of each Center you are obligated to open under the development schedule. The current estimated initial investment range for the development of a Center is disclosed in the above tables and is subject to adjustment and increase in the future.		

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C. Center Franchise Agreement + Mobile Services

<b>EXPENDITURE<sup>A</sup></b>	<b>LOW AMOUNT</b>	<b>HIGH AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
Initial Franchise Fee (Note 1)	\$49,950	\$49,950	Lump Sum	When you sign the Franchise Agreement	Us
Mobile Services Addendum (Note 1)	\$10,000	\$10,000	Lump Sum	When you sign the Franchise Agreement	Us
Lease Rent, Deposits, Leasehold Improvements (Note 2)	\$70,000	\$190,000	As Incurred	When you sign the Lease	Lessor or Designated Suppliers
Showroom Displays, Furniture Package (Note 3)	\$19,900	\$44,900	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Signage Brand Package (Note 4)	\$7,000	\$18,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Equipment, Tools Package (Note 5)	\$11,000	\$18,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Service Vehicle, Lease Down Payment (Note 5)	\$2,000	\$3,000	As incurred	As incurred	Vehicle Lease or Finance Company, who may be affiliates
Mobile Brand Wrap, Equipment & Tools Package (Note 5)	\$3,000	\$5,000	As incurred	As incurred	Us or Designated Suppliers
Administrative Merchandise, Window Graphics Package (Note 6)	\$4,000	\$7,000	Lump Sum	When you sign the Lease	Us or Designated Supplier
Freight, Delivery Package (Note 7)	\$2,000	\$5,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Software Technology Package (Note 8)	\$5,000	\$5,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Computer Hardware, Phones Package (Note 9)	\$3,000	\$5,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Initial Inventory, Supplies Package (Note 10)	\$20,000	\$35,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Grand Opening Event Promotion Package (Note 11)	\$10,000	\$10,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Business Insurance (Note 12)	\$1,500	\$2,200	Lump Sum	When you sign the Lease	Approved Insurance Company
Business Licenses (Note 12)	\$600	\$900	As Incurred	When you sign the Lease	Government Agencies
Contractors Licenses, Bond (Note 13)	\$0	\$2,000	As Incurred	When you sign the Lease	Government Agencies
Accounting, Legal Expenses (Note 14)	\$1,000	\$2,000	As Incurred	As Incurred	Accountant / Attorney
Travel, Living, Training Expenses (Note 15)	\$3,000	\$5,000	As Incurred	As Incurred	Airline, Motel or Airbnb and Suppliers, who may be affiliates

EXPENDITURE <sup>A</sup>	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Miscellaneous Expense (Note 16)	\$1,000	\$2,000	As Incurred	As Incurred	Us, Landlord, Tradespeople, Utilities, Taxing Authorities and Approved Suppliers
Additional Funds, Three Months Working Capital (Note 17)	\$30,000	\$50,000	As Incurred	As Incurred	Us, Landlord, Tradespeople, Utilities, Taxing Authorities and Approved Suppliers
<b>TOTAL ESTIMATED INITIAL INVESTMENT</b> (Note 20)	<b>\$254,950</b>	<b>\$469,950</b>	As Incurred	As Agreed with each Supplier	Us, Landlord, Tradespeople, Utilities, Taxing Authorities and Approved Suppliers

D. Multi-Unit Center Franchise Development Agreement + Mobile Services

EXPENDITURE <sup>B</sup>	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Multi-Unit Development Fee (Table B Note 18)	\$89,900 – \$199,750	Lump Sum, non-refundable	When you sign the Multi-Unit Development Agreement	Us
Initial Investment for the First Center (Table D Note 19)	\$205,000 – \$420,000	See Table 7(C) above. The low range is equal to the low range of the total from Table 7(C) minus the Initial Franchise Fee, and the high range is equal to the high range of the total from Table 7(C) minus the Initial Franchise Fee. (See Note 2)		
<b>TOTAL ESTIMATED INITIAL INVESTMENT</b> (Note 20)	<b>\$294,900 – \$619,750</b>	In addition to the Multi-Unit Development Fee, you will incur initial investment expenses for the development and opening of each Center and Mobile Services you are obligated to open under the development schedule. The current estimated initial investment range for the development of a Center and Mobile Services is disclosed in the above tables and is subject to adjustment and increase in the future.		

All fees are imposed by and payable to us or our affiliates are uniform and non-refundable under any circumstances, and interest and late fees begin from the date of underpayment.

Explanatory Notes to Tables A, B, C and D:

**(1) Initial Franchise Fee.** When you sign the Franchise Agreement, you must pay the Initial Franchise Fee of \$49,950 for a single Center. If, upon your request, we authorize you to provide Mobile Services within the designated territory of your Center, or within any other territory, you will be required to pay to us an additional fee of \$10,000 for each Mobile Services addendum that we authorize. All fees are fully earned by us upon payment and is non-refundable under any circumstances.

When you sign a Multi-Unit Development Agreement you will pay us a Multi-Unit Development Fee that ranges from \$89,900 for the development of two Centers to \$199,750 for the development of five Centers. The Multi-Unit Development Fee is paid to us in lieu of the Initial Franchise Fee and is not refundable.

**(2) Lease Rent, Deposits, Improvements.** You must lease or otherwise provide a suitable facility for the operation of the Center Location, as approved by us. Our typical franchise offering assumes that you rent your premises from a third-party. The approved Center Location will need remodeling inside and outside and must be brought up to our current brand standards. We anticipate that you will negotiate the cost of leasehold improvements as part of your rental

expense. The costs associated with your lease payments, as well as the leasehold improvements involved with modifying your approved Center Location in accordance with our System standards are estimates only, and will vary widely based upon the property location, population density, economic climate, available inventory in the market, conditions of the property, extent of alterations required for the property, and whether or not the premises is already setup and configured in accordance with our System requirements for Center Locations. We make no representation or guaranty that your initial expenditures or investment will not exceed the estimates. The approved Center Location, lease or sublease, and any renovations or construction improvements for the Center Location, must be approved by us in writing and are subject to the terms and conditions provided in the Lease Agreement Addendum in Exhibit D.

**I.** A Suitable Center Location ranges in size 3,000 to 4,000 square feet of interior space based upon available inventory in the market and as leased should be in a pre-existing condition that is pre-equipped with and contains HVAC, ADA compliant restrooms, lighting fixtures, electrical outlets, telephone and internet wiring, and at least one or more overhead bay doors with a workshop area that can house five or more vehicles in the service area.

**II.** Monthly Base Rents typically range from \$4,000 to \$8,000. Lease acquisition costs will vary based on square footage, cost per square foot, maintenance requirements, and the location of the leased premises. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations.

**III.** The estimated pre-paid rent and security deposits range from \$4,000 to \$16,000. The Center Location that you lease may require you to also pay your pro rata share of (a) common area maintenance charges (“CAM Charges”), (b) the real estate taxes and insurance, and (c) certain other charges. Estimated costs of utility deposits to establish service for electric and gas are included in this category of costs.

**IV.** The leasehold improvements expense for the approved Center Locations that is currently setup with a similar layout and configuration to our service operation range from \$70,000 to \$190,000, which includes Landlord “tenant improvement dollars” and assumes that you will receive “free rent” during your first three months of operation. We do not recommend selecting any location that would require leasehold improvements expense costing you more than \$190,000.

If you open a Center that is larger than 4,000 square feet of building interior space, or if the approved Center Location is not currently setup with a similar layout and configuration to our service operation, your development costs will be considerably greater. We are unable to estimate the development cost if you purchase an existing building to be renovated for a Center, or if you purchase the land and construct a new building to be developed for a Center; however, the costs will be considerably higher.

You must use our Required Supplier for all architectural/design services for the development of your Center. Architectural and Engineering services include all documents for design, mechanical, electrical, and plumbing plans. This service also includes coordination with the architect teams, coordinating with permit expeditors, and working with the general contractor to obtain required building permits. You must also use our Required Supplier for bid assistance, which will manage a number of aspects including, but not limited to: (i) management of the general contractor bid process; (ii) walking bidders through the project and explain the scope of the project; (iii) providing and distributing invitations to bid and related bid documents; (iv) evaluating all bids of completeness during our deep scope review; (v) resolving all bidder questions and clarifications in the RFI process; (vi) recommending contractor selection after bid process has been completed; (vii) facilitating the execution of contract between Center owner and contractor; and (viii) providing site specific requirements to be inserted as exhibits to the contract documents.

**(3) Showroom Displays, Furniture Package.** This estimate includes showroom kiosk interactive videos, graphical explanatory menus, sales counter, feature wall and shelving to display products, four chairs, and table. The high end of this estimate will include the car audio and electronics demo displays.

**(4) Signage Package.** This estimate includes one 24” to 36” channel letter illuminated exterior building signs building survey, sign permit, freight shipping, and installation. The type and size of the signage you install will be based upon the zoning and property use requirements and restrictions. The cost of adding a road sign may vary depending on a variety of circumstances including whether or not there is currently an existing pole or monument enclosure for you to add sign faces. If a new pole or monument enclosure is required to be constructed to add a road sign, the costs will be considerably higher. The sign costs do not include the costs for electricity to the sign, any fees or taxes. On occasion, certain signage may not be permitted based on zoning or use restrictions.

**(5) Equipment, Tools Package.** This estimate includes 64” film plotter, storage cabinet, parts bin, toolbox, pushcart, fender covers, work bench, bench vice, film wall rack, tint and film tools, glass peel boards, heat guns, steamer, detaining tools, pressure washer, shop vacuum, buffers, pads, brushes, shop garbage pails, shop mop, buckets, floor squeegees, first aid kit, and other supplies. The high end of this estimate will include an air compressor, hoses, power tools, 200-piece specialty tool set, floor jack, battery charger, ozone machine. This estimate does not include optional vehicle lift, tire mounting and wheel balancer machines with your Equipment Package.

**Service Vehicle, Lease Down Payment.** If you are authorized to provide Mobile Services, we require that you maintain and operate at least one new or used commercial-grade vehicle specified or approved by us (“Service Vehicle”) that is brand wrapped with the Marks and in accordance with our specifications. You must utilize an authorized Service Vehicle with application-specific upfitting to provide our authorized Mobile Services. This estimate includes your Service Vehicle Lease Down Payment. You may be authorized to utilize a Service Vehicle that you already own provided that the vehicle meets our standards and specifications our branding and wrap requirements.

**Mobile Brand Wrap, Equipment, Tools Package.** If you are authorized to provide Mobile Services, you will be required to purchase tools and supplies to service these accounts including ladders, scaffolds and hand tools. We provide you with some product samples and sample books from our selected suppliers at no additional charge. If you want additional sample books from Approved Suppliers, you must obtain them from the supplier.

**(6) Administrative Merchandise, Graphics Package.** This estimate includes administrative, point of sale materials and merchandise, brochures, catalogs, office forms, work orders, stationary, business cards, pens, storefront brand window graphics, showroom signs, bay service banners, uniform shirts, hats, and other items.

**(7) Freight, Delivery, Package.** This estimate will vary in relation to the initial order of various products and the geographic area of your Center. This amount includes your office showroom displays, furniture, and other items.

**(8) Software Technology Package.** This estimate for your Software Package includes (i) TINT WORLD® POS Point of Sale Software; (ii) PRO-CUT Film Software; (iii) TINT-PRO Mobile Services Software; (iv) QBO Accounting; (v) FranConnect HUB; (vi) Microsoft Office 365 with two Email Accounts; (vii) Zoom Phone Platform; (viii) Data Warehousing, and other software that may be required from time to time as provided in the Operations Manual. You will be required under the Software License Agreements to pay Software License Fees as provided in Item 6. (See Schedule B of the Franchise Agreement).

**(9) Computer Hardware, Phones Package.** This estimate includes three computers, printer, merchant hardware, and four IP phones.

**(10) Initial Inventory, Supplies Package.** This estimate includes your initial stocking inventory and supplies required to begin operating the Center Location.

**(11) Grand Opening Event Promotion Package.** This estimate includes a one day long ‘grand opening event’ to invite your local community of prospective customers to visit your Center and celebrate the opening, and for your staff to meet and greet customers during the period commencing 20 days before and ending 90 days after its opening. This will also include advertising, PR Coverage, a videographer to film your event, and a Google Virtual Tour for your Store. This amount will be payable to and administered through the National Advertising Fund. (the “NAF”).

**(12) Business Insurance.** This estimate includes the first three months’ coverage, which applies towards your annual liability insurance coverage, hired/non-owned automobile coverage, and workers’ comp insurance for your employees. The insurance cost requirements and rates may vary from state to state.

**(13) Business Licenses.** This estimate includes your Business Licenses and Permits in relation to the services you offer which will vary based on the geographic area and city of your Center.

**Mobile Services Contractor’s License and Bond.** If you are authorized to provide Mobile Services, depending on the laws and licensing requirements of your jurisdiction, you may be required to purchase and secure a contractor’s License and bond.

**(14) Accounting, Legal Expenses.** This estimate may vary in relation to the choice of advisors and the depth of

work you require.

**(15) Training Expenses.** This estimate is based on two persons attending the initial training program and will vary in relation to travel expenses for air fare, lodging, meals, seasonality, and the geographic area you are traveling from.

**(16) Miscellaneous Expenses.** This estimate will vary depending on you and outside elements in relation to finalizing and setting up your Center.

**(17) Additional Funds.** This estimate is to cover initial startup expenses during your first three months of post-opening, and general operating expenses. These expenses may include rent, payroll, commissions, utilities, loan payments, insurance premiums, business licenses, permits, advertising, recruitment, and other variable costs and supplies. This is only an estimate; we do not represent or guarantee, and there is no assurance that additional working capital will not be necessary during the start-up phase of the business or after. Additional startup expenses may depend on factors such as how well you follow our methods and procedures, your management skills, your dedication, and business acumen, as well as economic conditions in your local market, the prevailing wage rate, competition, and the sales level reached during your initial startup period. These startup expenses do not include any owner's salary or personal living expenses. We will, upon request, refer you to one or several potential sources for financing your franchise business. If you apply for a loan through one of our lending sources, you will be required to pay a \$2,500.00 loan packaging service fee to us or a third-party lending source. A convenience fee of 4% will be added if paying by credit card.

Explanatory Note to Table C and D:

**(18) Multi-Unit Development Fee.** This fee is described in greater detail in Item 5 of this FDD. If you sign a Multi-Unit Development Agreement, you must pay a Multi-Unit Development Fee of (a) \$89,900 if you sign a Multi-Unit Development Agreement for the development of two Centers (\$44,950 per Center); or (b) \$119,850 if you sign a Multi-Unit Development Agreement for the development of three Centers (\$39,950 per Center); or (c) \$39,950 multiplied by the number of four or more Centers, all of which you are obligated to open under the Multi-Unit Development Agreement. The maximum number of Centers that you will be authorized to develop under a Multi-Unit Development Agreement is five.

**(19) Initial Investment for the First Center.** The estimated initial investment for each Center for which you are obligated to develop under the Multi-Unit Development Agreement is subject to change (including increases) for future Centers, based on our then current offer at the time of sale, and costs associated with the types of expenditures listed in Tables 7(A) above.

Explanatory Note to Table A, B, C, and D:

**(20) Total Estimated Initial Investment.** We have relied on our years of experience in awarding franchises for automotive Centers, and Mobile Services to compile these estimates. All of the above previously discussed costs are estimates only. Actual costs may vary depending upon a variety of factors, including the area where the franchise is located and current relevant market conditions. We make no representation or guaranty that your initial expenditures or investment will not exceed the estimates. You should review these figures carefully with your business advisor before making any decision to acquire the franchise. We do not offer financing directly or indirectly for any part of the Initial Investment. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions from which you request a loan. The estimate does not include any finance charge, sales tax, interest or debt service obligation or your living expenses.

Except as otherwise noted, none of these payments are refundable. These payments are only estimating and your costs may be higher, depending on your particular circumstances, and subject to increases based on changes in market conditions, and our cost to provide services and future policy changes. A convenience fee of 4% will be added if paying by credit card. You should review these figures carefully with your business advisor, accountant, or attorney before making any decision to purchase a franchise.

## Item 8

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

To ensure that the highest degree of uniform quality and service is maintained in the (the “System”), we require you to follow the Standards and Specifications of the System of specifications and operating procedures that we have developed and may continue to develop set forth in the confidential franchise Operations Manual. The Operations Manual prescribes methods, standards, and specifications that we require or recommend in the operation of your Center.

#### Equipment, Products, Inventory and Supplies

All equipment and fixtures you use in connection with establishing and operating your Center (the “Operating Assets”) must be of the types, brands, and models that we determine to meet our standards and specifications as to quality performance, and safety, and/or are purchased from suppliers (which may include us and/or our affiliates) we approve. This includes purchasing or leasing all equipment, furnishings, fixtures, signs, products, inventory, supplies, software, uniforms, apparel, forms, labels, and services that meets our uniform quality standards and specifications and purchasing these items from: (1) our designees, (2) approved suppliers, and/or (3) us or our affiliates.

The appearance and operation of your Center is important to us and is subject to our specifications and standards. The distinguishing appearance and characteristics of the System includes, but are not limited to, our store designs, digital showrooms, layouts, and identification schemes (collectively, the “Trade Dress”); our specifications for equipment, inventory, and accessories; our products and services; our website or series of websites (the “System Website”); our relationships with vendors; our software and computer programs; our online stores, booking system; the accumulated experience reflected in our training program, operating procedures, customer service standards, methods, and marketing techniques; and the mandatory and suggested policies, procedures, standards, specifications, rules, and requirements (the “System Standards”) set out in our operations manual (the “Operations Manual”) and otherwise in writing. We may change, improve, add to, and further develop the elements of the System from time to time.

Your Center may only purchase from “Authorized Suppliers” and “Preferred Suppliers” (each “Approved Suppliers”) we designate, which may include us and/or our affiliates and/or a buying cooperative organized by us or our affiliates. A list of our Approved Suppliers is: (a) published in our Operations Manual, (b) in policy and procedures statements, (c) provided to you by other written communication, and such list may be amended and/or updated by us at any time in our sole discretion. Our “Preferred Suppliers” are Approved Suppliers who: (a) provide equipment, products, supplies, and services that you purchase for resale or purchase or lease for use in your Center, (b) provide us favorable products, pricing, and distribution services, and (c) we use in our Training Programs to demonstrate and teach techniques in performing services associated with Approved Products and Services. We expect to periodically test equipment, products, services, and tools at our training center located in Boca Raton, Florida or at assigned test Centers before approving them for use by franchisees. We may submit any preferred supplier arrangement to periodic bidding, depending upon the particular type of equipment, products, or services that a particular supplier may be offering for us to approve or disapprove.

Your Center is required to purchase our Proprietary Products (the “Proprietary Products”) from us or suppliers we designate (the “Designated Suppliers”). Proprietary Products are ‘Special Items’ manufactured and/or developed by us for use by you. Proprietary Products include products and services using our Registered Trademark(s) and/or Service Mark(s), and meet our specifications. Your Center is required to stock, display, and aggressively promote all Proprietary Products specified by us. Proprietary Products may also include, as designated by us, products that do not display our Registered Trademarks but are designated by us as to product type, quality, manufacturer or as otherwise designated by us.

Your Center may seek approval of a supplier which has not been approved by us, however we may charge you an evaluation fee to cover our out-of-pocket costs and expenses. We estimate that cost might range from \$0 to \$2,500. We will usually advise you within 30 days whether such items or suppliers are approved. If you do not receive a response from us before the expiration of this 30-day period, your request will be considered disapproved. If we have previously approved a supplier, and their standards fall below our designated standards, we will revoke our approval. We will notify you in writing of us revoking our approval. You agree to not to solicit or accept any benefits from any supplier that are not offered on a comparable basis to all Centers. We do not provide material benefits to you based upon your use of Designated or Approved Suppliers.

Your Center may participate in the Internet Products and Services Sales Program (“Internet Sales Program”) subject  
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to the terms and conditions in the Franchise Agreement and the Operations Manual. Centers shall receive purchases by customers who purchase product and services through the Website sales when customers designate which participating Center they choose. The Internet Sales Program ecommerce software and distribution supplier 'Platform', which enables customers to 'Purchase from the www.TintWorld.com' website by choosing a particular Center to purchase the items from, and may choose to have them shipped to the chosen Center for pick up or installation. The Internet Sales Program is subject to the same royalty payment and advertising contributions as all other sales with the same payment administration as all other sales. You are required to issue products and services limited warranties that shall; (a) be in accordance with the Operations Manual; (b) be in accordance with the manufactures product and service limited warranty for the purchased items; and (c) be in accordance with terms and conditions of the Internet Sales Program online store website policies. The Platform also provides franchisees point of sale software with access to B2B wholesale supplier electronic ordering for stocking inventory and special-order products.

Our affiliates, I Car Care, LLC, doing business as Auto Parts Network® is owned by Charles J. Bonfiglio of Boca Raton, FL. As disclosed above, Auto Parts Network® is the owner and administrator of the Platform.

Except as otherwise disclosed in this Item 8, as of the issuance date of this Disclosure Document, (a) none of our affiliates are currently designated suppliers, and (b) neither we, nor any of our officers, own any interest in any designated supplier.

We do not currently have any purchasing or distribution cooperatives, however, we do interview, select, and negotiate pricing and shipping arrangement and other terms with suppliers, for the benefit of the franchise System (although we are not contractually obligated to do so). We currently locate our Approved Suppliers through personal contacts, franchisee referrals, industry trade shows and other various means. Our supplier approval process may include: (i) provision of written specifications standards and/or criteria for approving suppliers to franchisees, (ii) have a formal procedure for supplier approval, and/or (iii) charge fees for supplier approval.

We may modify our specifications and standards for products, uniforms, forms, labels, and other inventory and supplies and the list of Approved Suppliers for them. After we provide you with notice of a modification, you may not reorder any products, uniforms, forms, labels, or other inventory and supplies that do not meet our then-current specifications and standards or reorder any of those items from any supplier who is no longer approved.

#### Mobile Service Vehicle

Your Service Vehicle(s) must meet our standards and specifications with application-specific upfitting, be designated and insured for commercial use, and be wrapped with our approved branding and vehicle wrap. Mobile Services may only be provided from authorized Service Vehicles that meet our standards and specifications.

#### Mobile Services Contact Center Services

At our election you will be required to utilize Mobile Services Contact Center Services that we may designate for your Mobile Services offered by the Franchised Business. Currently, we are the exclusive supplier of the Mobile Services Contact Center Services that you are required to use for Mobile Services. Our Mobile Services Contact Center Services may include, at our discretion, phone-based communications and other forms of customer engagement focused on new customer inquiries, scheduling estimate and service visits, and responding to customer service issues. We reserve the right to change vendors of the Mobile Services Contact Center Services.

#### Computer System

We require you to purchase or lease, at your expense, a computer system meeting certain specifications as described in Item 11. You may use any computer hardware you consider to be appropriate, provided it meets or exceeds the requirements as provided in the Operations Manual from time to time. You may only use the software in the operation of your Center that we have approved, which currently includes: (i) TINT WORLD® POS Point of Sale Software and Payment Processing; (ii) PRO-CUT Film Software; (iii) TINT-PRO Mobile Services Software; (iv) QBO Accounting; (v) FranConnect HUB; (vi) Microsoft Office 365 with two Email Accounts; (vii) Zoom Phone Platform, and (viii) Data Warehousing. If you (a) fail to transmit your sales figures and/or (b) do not pay your maintenance fees or any other fees due us or our affiliates, your Computer Software will become disabled. We require that you accurately maintain your POS Point

of Sale and QBO Accounting Software that we use to produce, prepare, and submit financial reports and other computer-generated information we require from time to time. (See Items 5 and 7).

### Rebates and Cooperative Discounts

We and our affiliates reserve the right to receive payments and other material consideration from any and all suppliers, including Approved Suppliers and Designated Suppliers, in connection with franchisee purchases. We and/or our affiliates are an Approved Supplier of software, displays, products, merchandise, marketing services, and promotional items using our Marks. We may also solicit and accept royalty fees and other payments from these suppliers. As of the issuance date of this Disclosure Document, system suppliers pay us and/or our affiliates rebates ranging from 0 to 15% of the total purchase by franchisees. We and/or our affiliates also receive real estate commissions ranging from 0% to 100% of the brokerage commissions for property leases entered into by our franchisees or real estate purchases by our franchisees, which commissions are paid to us by lessor or seller.

### Items From Which We Derive Revenue

It is estimated that required purchases are 80% to 90% of the cost to establish a franchise, and less than 15% to 40% of the total operating costs for goods and services thereafter.

We receive up to 15% Trademark maintenance fee on some of the products and services that are used in the franchised business. We may solicit and accept royalty fees and other payments from suppliers including authorization to use the Marks. During the fiscal year ending December 31, 2024, our total revenue was \$19,138,109. Our revenue from all required purchases and leases of products and services was \$1,874,004, which was 9.79% of our total revenue. As of the issuance date of this Disclosure Document, except as expressly disclosed in this Item, none of our affiliates sell or lease products or services to our franchisees.

### Promotional Allowances

We may solicit and accept benefits from suppliers, such as promotional allowances based on purchases by our franchisees. If we solicit and accept such benefits, we anticipate using them for the benefit of the Centers chain, such as defraying the cost of training programs, franchise conventions, special events and meetings, however we are not contractually required to use the benefits in any particular manner.

### Cooperative Marketing and Advertising Allowances

Cooperative Marketing and Advertising Allowances generated from the purchase of products and services by you and us will be directed into the NAF. (See Item 11).

### Site Selection

You are required to select a site for your Center that meets our approval no later than 180 days after you sign the Franchise Agreement. If your Center is a new TINT WORLD<sup>®</sup> Center, you agree to lease or purchase a location for your Center within one year and open the Center within 18 months after the date of your Franchise Agreement. However, if you fail to open your Center within 18 months due to reasons beyond your control (such as acts of God, unavoidable delays in obtaining zoning permits or unavoidable construction delays), we will grant a reasonable extension of time for you to open your Center. If you do not meet the development schedule, your Franchise Agreement shall be terminated without notice. (See Section XII.D. of the Franchise Agreement).

We have the right to approve the terms of any lease, sublease, or purchase contract for the premises of your Center, which approval will not be unreasonably withheld. Any lease or sublease for the premises must contain certain provisions acceptable to us. These conditions include the initial term of the Lease, or the initial term together with any renewal terms (for which rent must be specified in the Lease) must be for at least 15 years, and a provision giving us the right on any termination or expiration of the Franchise Agreement to assume the lease or sublease or to enter into a further sublease for a period of not less than 12 months and not more than 18 months, without the lessor's or sublessor's consent. (Lease Addendum, Exhibit D).

## Developing Your Center

We estimate that it will between 90 to 180 days after you sign the Franchise Agreement before you open the Center, but this assumes that you already have a site for the Center or find one shortly after signing the Franchise Agreement. You must submit the plans and specifications to us for our approval before starting to develop the premises of your Center. The specific timetable for opening depends on the site's condition; the Center's construction schedule; the extent to which you must upgrade or remodel an existing location; the delivery schedule for equipment and supplies; the completion of training; and complying with all applicable laws, ordinances and local rules and regulations (including the Americans with Disabilities Act and the Occupational Safety and Health Act). You are solely responsible for developing and operating your Center and for all associated expenses.

## Opening Your Center

Your Center may not be opened for business until we notify you in writing that all our requirements for opening have been met: (i) you pay the initial franchise fee and other amounts then due us and our affiliates; (ii) we notify you in writing that the Center meets our standards and specifications; (iii) you complete pre-opening training to our satisfaction; and (iv) you give us certificates for all required business licenses and insurance policies. (See Section XII. of the Franchise Agreement).

## Insurance

You are required to maintain in force and furnish us evidence in the form we require, of: (a) comprehensive, commercial general liability policy (currently in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate); fire damage and medical expense coverage, which may have different limits (not less than \$100,000.00 for one fire and \$5,000.00 for one person), respectively; (b) garage keepers liability insurance policy (currently in the minimum amount of \$350,000.00 or \$50,000.00 per service bay, whichever is greater); (c) product and automobile liability insurance of \$1,000,000.00 per person and \$1,000,000.00 per accident, and property damage limits of \$100,000.00 per occurrence; (d) comprehensive crime and blanket employee dishonesty insurance in an amount of not less than \$10,000.00; (e) all-risk property insurance, including theft and flood coverage (when applicable), written at replacement cost value covering the building improvements, furniture, fixtures, equipment and inventory. Coverage shall be written in a value which will cover not less than 80% of the replacement cost of the building and 100% of the replacement cost of the contents of the building; (f) business interruption insurance of not less than \$100,000.00 for loss of income and other expenses with a limit of not less than six months of coverage; (g) statutory workers' compensation insurance and employer's liability insurance as required by the law of the state in which the Franchised Business is located, including statutory workers' compensation limits and employers' liability limits of at least \$1,000,000; and (h) all other insurance that we require in the Operations Manual or that is required by law or by the lease or sublease for the Franchised Business.

We reserve the right to periodically increase those insurance policies coverage amounts and include such other insurance policies that must contain the types and minimum amounts of coverage, exclusions, and maximum deductibles that we periodically prescribe and require in accordance with the standards and specifications set forth in the Operations Manual, or otherwise in writing. All insurance policies must be issued by carriers we approve with at least an A rating with A.M. Best (or similar rating by a comparable rating service accepted by us) and must contain the types and amounts of coverage, exclusions and maximum deductibles that we periodically prescribe, must name us and our affiliates as additional insured, provide for 30 days prior written notice to us of any material modification, cancellation or expiration of the policy and include all other provisions that we may require. We require you to pay Insurance payments through electronic funds transfer or automatic withdrawal from your main depositing bank account. You are required to complete the EFT / ACH and credit card authorization. (See Schedule A of the Franchise Agreement).

## Telephone Numbers and Communications

You are required to obtain and maintain a telephone listing and a minimum of four phone numbers, domain name(s) social media account(s) and email address(es) for use in the operation of your Center. These are all proprietary to us and upon termination or expiration (without renewal) of the Franchise Agreement, you are required to promptly sign and authorize the appropriate documentation that is required for such assignment to us upon our request; however, you must pay all charges for these services. (See Section XII.S. of the Franchise Agreement).

## Standards and Specifications

The appearance and operation of your Center is important to us and is subject to our System Standards. You are required to follow the Standards and Specifications, which include specifications and operating procedures that we have developed and may continue to develop. The distinguishing appearance and characteristics of the System include our Trade Dress, System Website, and System Standards. We may change, improve, add to, and further develop the elements of the System from time to time.

Your Center must comply with all mandatory standards, specifications, operating procedures, and the obligations contained in the Operations Manual that relate to the development and operation of a Center including: (a) offering only Authorized Products and Services (the “Approved Products and Services”); (b) sales procedures, customer warranties and services; (c) advertising and promotional programs; (d) days and hours of operation; and (e) accounting and record keeping systems.

## Condition of Centers

You are required to maintain the condition and appearance of your Center so that it is clean and attractive. You are required to make modifications and additions to equipment, signs, furnishings, and that do not meet our then current standards. We may require you to make substantial upgrades or remodel your Center periodically. We will not require you to make substantial upgrades or remodel your Center more than once every three years and involve a cost more than \$20,000, provided your Center meets the then-current standards in the Franchise Agreement and Operation Manual. You may not make any alterations to your Center, nor any replacements, relocations, or alterations of fixtures, equipment or signs that do not meet our then-current standards and specifications.

## Accounting Services

Your Center is required to maintain and submit certain records, reports, financial statements, and other information under the terms of the Franchise Agreement. We require that you prepare monthly financial statements using the required accrual accounting method using our chart of accounts, including income statement, balance sheet and statements of cash flow. You will be required to use our designated supplier for bookkeeping and payroll administration services in connection with operating your Center, that we may determine from time to time. Currently, Cherry Bekaert Accounting, OnPay and ADP HR Payroll are the only bookkeeping and payroll Approved Suppliers.

## Local Advertising

In addition to your NAF contributions, we strongly recommend that you spend 2% of the Gross Revenues of your Center on Local Advertising and Promotion. (the “Local Advertising”). All local advertising and promotions you conduct must be consistent with our Marks, in good taste and in a form provided or approved by us. You are required to contribute \$500 per week to the NAF for your Center Startup Advertising Expenditure during the first 6 months. We may require that the Startup Advertising Expenditure be contributed and paid directly to us and/or to the NAF and that we may direct your Startup Advertising Expenditure during the designated 6 month period. (See Item 6).

You are required to conduct all your advertising, marketing, sales, and promotional plans in any medium in a dignified manner and conform to the standards and requirements in the Operations Manual or as we otherwise specify in writing. You may speak on behalf of your Center to the media, but you need written pre-approval from us to speak to the media on our behalf. You may purchase advertising materials and enroll in marketing programs from us or our designated suppliers, as long as the programs meet our requirements. (see Item 11).

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## Item 9

### FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	AGREEMENT	DISCLOSURE DOCUMENT
(a) Site Selection and Acquisition and Lease (Note 1)	Section XX.B. of Franchise Agreement	Items 7 and 11
	No provision in Multi-Unit Development Agreement	
(b) Pre-Opening Purchases/Leases	Section VIII. of Franchise Agreement	Item 8
	Section 2 of Multi-Unit Development Agreement	
(c) Site Development and other Pre-Opening Requirements	Sections VIII., XII.B., XX.C of Franchise Agreement	Items 6, 7 and 11
	No provision in Multi-Unit Development Agreement	
(d) Initial and Ongoing Training	Section XX.A. of Franchise Agreement	Item 11
	No provision in Multi-Unit Development Agreement	
(e) Opening (Note 2)	Section X.D. of Franchise Agreement	Item 11
	Section 2 of Multi-Unit Development Agreement	
(f) Fees	Sections IX. and X. of Franchise Agreement	Items 5, 6 and 7
	Section 6 of Multi-Unit Development Agreement	
(g) Compliance with Standards, Policies and Procedures (Operations Manual)	Sections XII.A., XII.J. of Franchise Agreement	Item 11
	No provision in Multi-Unit Development Agreement	
(h) Trademarks and Proprietary Information	Sections XV and XVI of Franchise Agreement	Items 13 and 14
	Section 1 of Multi-Unit Development Agreement	
(i) Restrictions on Products and Services offered	Section XII.N. of Franchise Agreement	Items 11 and 16
	No provision in Multi-Unit Development Agreement	
(j) Warranty and Customer Service Requirements	Section XII.W. of Franchise Agreement	Item 16
	No provision in Multi-Unit Development Agreement	
(k) Territorial Development and Sales Quotas	Section VI. of Franchise Agreement	Item 12
	No provision in Multi-Unit Development Agreement	
(l) On-going Product and Services Purchases	Section XII.N. of Franchise Agreement	Item 6
	No provision in Multi-Unit Development Agreement	
(m) Maintenance Appearance and Remodeling Requirements (Note 5)	Section XII.L. of Franchise Agreement	Item 11
	No provision in Multi-Unit Development Agreement	
(n) Insurance (Note 4)	Section XIII. of Franchise Agreement	Items 7 and 8
	No provision in Multi-Unit Development Agreement	
(o) Advertising (Note 3)	Sections X.B., X.C. of Franchise Agreement	Items 7, 8 and 11
	No provision in Multi-Unit Development Agreement	
(p) Indemnification	Section XVIII. of Franchise Agreement	Item 6
	No provision in Multi-Unit Development Agreement	
(q) Owner's Participation, Management and Staffing	Sections XII.I., XII.J. of Franchise Agreement	Item 15
	No provision in Multi-Unit Development Agreement	
(r) Records and Reports	Section XIV. of Franchise Agreement	Item 11
	No provision in Multi-Unit Development Agreement	
(s) Inspections and Audits	Sections XII.U., XIV.B. of Franchise Agreement	Item 6
	No provision in Multi-Unit Development Agreement	

<b>OBLIGATION</b>	<b>AGREEMENT</b>	<b>DISCLOSURE DOCUMENT</b>
(s) Transfer	Section XXII. of Franchise Agreement	Item 17
	Section 9.01, 9.02 of Multi-Unit Development Agreement	
(t) Renewal	Section VII.B. of Franchise Agreement	Item 17
	No provision in Multi-Unit Development Agreement	
(u) Post-Termination Obligations	Section XXIV. of Franchise Agreement	Item 17
	No provision in Multi-Unit Development Agreement	
(v) Non-Competition Covenants	Section XIX. of Franchise Agreement	Item 17
	No provision in Multi-Unit Development Agreement	
(w) Dispute Resolution	Section XXV.C. of Franchise Agreement	Item 17
	Section 10.01 of Multi-Unit Development Agreement	

**Item 10**

**FINANCING**

We are registered on the United States Small Business Administration’s (“SBA”) Franchise Registry. This is a national online listing of franchise systems whose franchisees receive an expedited loan process when applying for SBA financing. You can learn more about the SBA's Franchise Registry Program at [www.franchiseregistry.com](http://www.franchiseregistry.com).

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation. We will, upon request, refer you to one or several potential sources for financing your franchise business.

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## Item 11

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

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

#### Pre-Opening Obligations

Before opening your Center, we or our designee will provide the following pre-opening assistance to you:

**1. Designate Your Area.** We will designate your area for your Site Selection and provide you a Franchise Application Exhibit K, which allows you to choose from one to three available areas of interest (State and City or Province) that is suitable for a Center and doesn't interfere with another Center. We will review market area demographics with statistical data and perform a competitive analysis feasibility study to determine the amount of consumer demand for our products and services in the area. Once we agree on a suitable area for your Center and you purchase a franchise license, we will Designate Your Area (the "Designated Area") for Site Selection. (See Schedule C of the Franchise Agreement).

**2. Financing Assistance.** We will provide Financing Assistance and guidance to help simplify your loan application process for your franchise investment. We are listed on the United States Small Business Administration's ("SBA") Franchise Registry online listing to help expedite the process when applying for an SBA Loan. We will, upon request, refer you to one or several potential sources for financing and help guide you through the process for your franchise business. (See Section XI. of the Franchise Agreement).

**3. Site Criteria Guidelines Assistance.** We will provide Site Criteria Guidelines Assistance and guidance with determining an acceptable location for your Center, as we have outlined in the pre-opening manual (the "Pre-Opening Manual") that we will loan to you. The location must conform to our site selection requirements and is subject to our approval. (See Section VI.A. of the Franchise Agreement).

**4. Site Location Evaluation Assistance.** We will provide Site Location Evaluation Assistance and guidance with authorizing a site for your Center. At our discretion, we will designate a local real estate broker to assist you in locating a suitable site for your Center. We will use reasonable efforts to analyze your market area to determine site feasibility to in approving the location for your Center. We will evaluate each proposed site and accept or reject each one on a case-by-case basis, although we will have no liability to you or anyone for approving or disapproving a proposed site location. You must select a site, and secure a lease, sublease, or purchase the location for your Center that meets our approval within one year after you sign the Franchise Agreement. (See Section XX.B. of the Franchise Agreement).

**5. Lease Review Assistance.** We will provide Lease Review assistance and guidance with reviewing and authorizing an acceptable lease for your Center Location. We will evaluate proposed leases and accept or reject each one on a case-by-case basis although we will have no liability to you or anyone for approving or disapproving a proposed lease for your Center. The lease for the Center is subject to our approval and terms and conditions provided in the Franchise Lease Agreement Addendum. (See Exhibit C). You will be required to provide us with a copy of the pre-approved executed lease or contract of the Center location within 10 days of its signing. (See Section XX.B. of the Franchise Agreement).

**6. Center Location Assistance.** Once the lease for your Center Location is accepted, we will provide assistance in completing and signing Schedule C of the Franchise Agreement, designating your approved Center Location. However, the acceptance of a Center location and entering it on your Franchise Agreement by us is conditioned upon our determination, in our reasonable judgment, that: (i) the site which you have submitted for your Center Location is within the pre-approved market area and is a suitable site based upon criteria we establish from time to time; and (ii) you and your Owners are in compliance with the Franchise Agreement. (See Section VI.A. of the Franchise Agreement).

**7. Prototype Plans Assistance.** We will provide Prototype Plans Assistance for your Center. You may modify the prototype plans only to the extent necessary to comply with all applicable laws, regulations, ordinances, building codes and permit requirements and any lease requirements and restrictions. You must submit final plans and specifications to us for our approval before developing your Center and must construct your Center in accordance with our approved plans and specifications. You must ensure that all final plans and specifications comply with all applicable laws, ordinances and local rules and regulations. (See Section XX.C. of the Franchise Agreement).

**8. Brand Standards Assistance.** We will provide Brand Standards Assistance and guidance with brand image standards and specifications for your Center; interior and exterior colors, design, signs, furniture, fixtures, flooring, lighting, digital showroom displays and all equipment and furnishings, as outlined in the “Brand and Image Standards Guide” that we will loan to you. (See Section XII.H. of the Franchise Agreement).

**9. Insurance Assistance.** We or our affiliates will provide Insurance Assistance with obtaining your Initial Insurance for liability coverage, workers’ comp insurance, and automobile coverage, although we will have no liability to you or anyone for your insurance coverage. (See Section XIII. of the Franchise Agreement).

**10. Business Setup Assistance.** We or our affiliates will provide Business Setup Assistance and guidance with obtaining your business licenses and permits, setting you up with Cherry Bekaert Accounting service, OnPay and ADP HR Payroll service, and assisting with reservations for transportation, lodging, meals, and wages (up to two persons) for attending your initial training program. (See Section X.H., XII., XIV.F. of the Franchise Agreement).

**11. Construction Buildout Assistance.** We or our affiliates will provide Construction Buildout Assistance and guidance during the renovation of your Center with: (i) reviewing preliminary plans, (ii) reviewing construction documents, (iii) reviewing contractor bidding, (iv) reviewing construction meetings as needed, (v) reviewing architect, city, building and fire inspectors, (vi) reviewing layout of interior and exterior, (vii) reviewing equipment and fixtures placement, and (viii) reviewing project close-out punch list. We will assist you with analyzing the construction buildout and approving the buildout for your Center, although we will have no liability to you or anyone for approving or disapproving your construction buildout for your Center. (See Section XX.C. of the Franchise Agreement).

**12. Center Startup Package Assistance.** We or our affiliates will provide Assistance with ordering the Startup Package, which may include: **(i) Showroom Displays Furniture Package:** interactive video, graphical explanatory menus, car audio and electronics demo, sales counter, feature wall and shelving to display products, chairs and tables; **(ii) Signage Package:** channel letter illuminated exterior building sign, building survey, sign permit, and installation; **(iii) Equipment Package:** 64” film plotter, storage cabinet, parts bin, toolbox, pushcart, fender covers, work bench, bench vice, film wall rack, tint and film tools, glass peel boards, heat guns, steamer, detaining tools, pressure washer, shop vacuum, buffers, pads, brushes, shop garbage pails, shop mop, buckets, floor squeegees, first aid kit, and other supplies. The high end of this estimate will include an air compressor, hoses, power tools, 200-piece specialty tool set, floor jack, battery charger, ozone machine; **(iv) Administrative, Marketing, Graphics Package:** point of sale materials, brochures, catalogs, office forms, work orders, stationary, business cards, pens, storefront brand window graphics, showroom signs, bay service banners, uniform shirts, hats, and other items; **(v) Freight, Delivery, Setup;** **(vi) Software Package:** TINT WORLD® POS Point of Sale Software, PRO-CUT Film Software, TINT-PRO Mobile Services Software, QBO Accounting, FranConnect HUB, and Microsoft Office 365 with two Email Accounts, Zoom Phone Platform, and Data Warehousing; **(vii) Computer Hardware Package:** computers, printer, merchant processing hardware, four IP phones and associated supplies; **(viii) Initial Inventory Package:** stocking inventory and supplies order based on anticipated volume; and **(ix) Grand Opening Promotion Package:** to conduct preopening, one day long ‘grand opening event’ to invite your local community of prospective customers to visit your Center and celebrate the opening, and for your staff to meet and greet customers commencing 20 days before and ending 90 days after its opening. (See Section XII.O. of the Franchise Agreement).

**Mobile Services Startup Package Assistance.** If you are authorized to provide Residential and Commercial Mobile Services, we or our affiliates will provide Assistance with ordering the Startup Package, which may include: (i) Mobile Brand Wrap; (ii) Film Handler; (iii) Ladders and scaffolds; (iv) Glass Detectors and Meters; and (v) and Hand Tools.

**13. System Guidance.** We will provide System Guidance with developing and opening your Center, as provided in the Operations Manual; consultations by telephone or in person at our offices or at your Center; bulletins, newsletters and by written or electronic communications, and any other means of communications. Such guidance may include methods and operating procedures, sales procedures, authorized products and services, purchasing products and supplies, inventory control, suggested pricing, implementing advertising and promotional programs, and administrative bookkeeping for your Center. (See Section XX.A. of the Franchise Agreement).

**14. Initial Training.** We will provide Initial Training for two people (the “Introductory Training Program”), designed to assist you in the operation of the Center. Anyone attending the initial training program, who has not signed the Franchise Agreement, is required to sign a Confidentiality Agreement to our satisfaction before attending the training. (See Section XX.A. of the Franchise Agreement).

## Training Program

This training schedule we provide is fully detailed in the Operations Manual. The entire initial training program is subject to change due to updates in materials, methods, manuals, and personnel without notice to you. The subjects and time periods allocated are estimates and may vary based on the experience of those persons being trained.

SUBJECT	DAYS OF TRAINING	TRAINING HOURS	LOCATION
<b>Phase 1 Classroom Training</b>	6 Days	40 Hours	Designated
Business System and Setup Procedures	Phase 1 encompasses six days of classroom training on business operation of a TINT WORLD® Center	Phase 1 includes 40 hours of training curriculum to acquaint you on a variety of operating procedures.	Headquarters
Brand Image Compliance Guidelines			Headquarters
Shop Safety and Compliance			Headquarters
Cleaning & Maintenance Procedures			Headquarters
Products and Services Categories			Headquarters
Vender and Supplier Programs			Headquarters
<b>Phase 2 Classroom Training</b>	6 Days	40 Hours	Designated
Telephone Sales Procedures	Phase 2 encompasses six days of classroom training on sales and services of a TINT WORLD® Center	Phase 2 includes 40 hours of training curriculum to acquaint you on a variety of products and services.	Headquarters
Customer Service Procedures			Headquarters
Sales and Management Procedures			Headquarters
Showroom Displays and Products			Headquarters
Service Operations Procedures			Headquarters
Technical and Installation Training			Headquarters
<b>Phase 3 In-Store Training</b>	6 Days	40 Hours	Designated
POS Software Technology Systems	Phase 3 encompasses six days of in-store training on management operation of a TINT WORLD® Center	Phase 3 includes 40 hours of training curriculum to acquaint you on actual operating procedures.	In-Store
National and Fleet Accounts			In-Store
Advertising and Marketing Promotions			In-Store
Employee Staffing and HR Procedures			In-Store
Bookkeeping and Administration			In-Store
Business and Financial Management			In-Store
<b>3 Weeks</b>	<b>18 Days</b>	<b>120 Hours</b>	<b>Total 120 Hours</b>

The introductory training program and orientation is held at our Franchise Headquarters located at 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487, or such other training Center that we determine on the operation of a Center. We may also (in our sole discretion) conduct and manage all or part of the initial training by means of written materials, toll free telephone service, and electronic communication. These classes are held as needed, either at our location, or at the location of one of our affiliates, or at the location of a franchisee. The operations manual is a reference book used for the training program. The initial training is mandatory and should be completed within 90 days before opening the business. You must successfully complete the training program to our satisfaction.

Our current Corporate Trainers are Paul Pirro, John Marsh, and Charles J Bonfiglio, who have trained numerous personnel and cover all facets of the entire TINT WORLD® System. Our Corporate Trainers assist each franchisee with finding a location, ordering equipment, developing a local marketing plan to opening the Center for the duration of their employment with TINT WORLD®. Paul Pirro began training in November 2009 and has a total of 14 years training experience in our program. John Marsh began training in January 2014 and has a total of 10 years training experience in our program. As the Franchise Founder, Charles J Bonfiglio has developed the concept and all facets of the business System and has a total of 16 years training experience in our program. (See Section XX.A.1. of the Franchise Agreement).

**15. Operations Manual.** We will loan you one copy of the operations manual (the “Operations Manual”). The current table of contents is listed in Exhibit H, and we may provide you with other written materials for the operation of your Center. The Operating Manual currently contains 616 pages. We have the right to add to, and otherwise modify, the Operation Manual to reflect changes in the specifications, standards, and operating procedures of a Center. You must keep the Operation Manual confidential and current and may not copy any part of the Operation Manual. However, in the event

the Operations Manual is lost, stolen, or otherwise unavailable to you are required to pay us a \$5,000.00 replacement charge for another Operation Manual. You may also receive a digital version of the Operations Manual, and it may be found on-line on the FranConnect HUB. The on-line version of the Operations Manual is the guiding manual, and in the event that there is a conflict between paper versions of the manual and the on-line manual, the online manual and our updated master copy we retain will control. (See Section XX.E. of the Franchise Agreement).

**16. Grand Opening Assistance.** We or our affiliates will provide Grand Opening Assistance and guidance with conducting your Center Grand Opening Promotion during the period commencing 20 days before and ending 90 days after its opening as provided in Item 7. This will include a one day long ‘grand opening event’ to invite your local community of prospective customers to visit your Center and celebrate the opening, and for your staff to meet and greet customers. Our assistance may include grand opening plan, market research for preparing television, radio, newspaper ads, setting up your website, paid search campaign, landing pages, social media accounts, online directory listings, online review accounts, our 800-767-8468 store locator, marketing platforms, startup marketing; creating, developing, and distributing your local advertising, marketing and promotional materials, public relations, and other media programs, and our franchise consultant attending your grand opening event. (See Section X.D. of the Franchise Agreement).

**17. Pre-Opening Team Assistance.** We will provide Pre-Opening Team Assistance with up to five days at your Center, which may consist of: (a) Franchise Consultant and/or; (b) Technical Supervisor to assist you with setup of your displays, and to provide management and technical training prior to opening your Center. The pre-opening team assistance is included in your Startup Package as provided in Item 5. There is no extra cost that you will have to pay for the pre-opening team assistance; however, if you ask for additional pre-opening assistance or we determine that there are significant deficiencies in your Center which require additional support days, we may charge you a Continuing Education Fee for supplemental, technical, advanced sales or refresher courses. In order for the pre-opening assistance to begin, you must first receive a certificate of occupancy with all required business approvals to opening, and the Startup Package must be at your Center. (See Section XX.C.2. of the Franchise Agreement).

We do not provide the above services to renewal franchisees and certain of the services to Conversion Owners.

#### Post-Opening Obligations

During the term of the Franchise Agreement, we (or our designee) will provide the following assistance to you:

**1. Advisory Assistance.** We will provide, at our discretion, Advisory Assistance, and guidance with respect to the System, as provided in the Operations Manual; consultations by telephone or in person at our offices or at your Center; bulletins, newsletters and by written or electronic communications, and any other means of communications. Such guidance may include methods and operating procedures, sales procedures, authorized products, and services, purchasing products and supplies, inventory control, suggested pricing, implementing advertising and promotional programs, and administrative bookkeeping for your Center. (See Section XX.A. of the Franchise Agreement).

**2. Support Visits.** We will, at our discretion, periodically conduct Support Visits for your Center with training, guidance, and evaluation inspections, among other things, your compliance with the System, which will take place as frequently as we deem necessary, and at times and dates selected by us. (See Section XX.A. of the Franchise Agreement).

**3. Continuing Education.** We will, at our discretion, offer Continuing Education, and resources for supplemental, technical, advanced sales or refresher courses (on an optional or mandatory basis), that we deem advisable. On your request, we will endeavor to provide Continuing Education on various aspects with operating your Center, and you will be required to pay the training fees and charges we establish. (See Section XX.A. of the Franchise Agreement).

**4. Annual Convention.** We will, at our discretion, conduct Annual Conventions (in our sole discretion) with an awards banquet at such places and dates that shall be designated by us. You or a managerial owner is required to attend, and you are responsible for the registration fee and all expenses, including compensation and costs associated with attending, such as transportation, lodging, meals, and wages. (See Section XX.A. of the Franchise Agreement).

**5. Tradeshow Events.** We will, at our discretion, participate in Tradeshows Events at such places that are designated by others to provide industry Continuing Education meetings and Supplier Programs. You or a managerial owner may attend and you are responsible for the registration fee and all expenses, including compensation and costs associated with attending, such as transportation, lodging, meals, and wages. (See Section XX.A. of the Franchise Agreement).

**6. Retraining Program.** After the opening of your Center, we will, at our discretion, provide the Introductory Training Program to any new managers of your business for Continuing Education Fee and other charges as disclosed in Item 6. In addition, we have the right to require that you (or such managing partner or shareholder) and any manager(s), assistant manager(s) technician(s), installer(s) and detailer(s) complete supplemental and refresher training programs during the term of the franchise, to be conducted at our National Headquarters in Boca Raton, Florida 33487 or such other training Center that we determine from time to time. You will be responsible for all of your own expenses, including compensation and costs associated with attending training such as transportation, lodging, meals, and wages. (See Section XX.A. of the Franchise Agreement).

**7. Promotional Materials.** We will, at our discretion, periodically provide Promotional Materials, which may be developed by us through the National Advertising Fund we establish, maintain, and administer. We may produce and provide you with brand “Creative” work associated with developing and distributing to our franchisees advertising and marketing promotions, public relations, websites, market research programs for further distribution by our franchisees, at their individual cost and expense. The digital showroom displays provide your Center digital menus and promotional videos with offers that are tailored for your market area to provide consumers with an interactive experience. (See Sections XX.H. of the Franchise Agreement).

**8. Operations Manual Updates.** We will, at our discretion, periodically provide Operations Manual Updates to the System, which may include audiotapes, videotapes, compact disks, computer software, other electronic media, and/or written materials. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules (“System Standards”) that we periodically require. We may change, improve, add to, and further develop the elements of the System from time to time and modify the Operations Manual periodically to reflect changes in System Standards. (See Sections XX.E. of the Franchise Agreement).

**9. Pricing.** We will, at our discretion, designate the maximum, minimum, promotional, and other prices you may charge for Approved Products and Services served and sold by your Store, as permitted by applicable law. Our designation of pricing is not a guarantee that you will achieve a specific level of sales or profitability. Additionally, we will, at our discretion, suggest pricing levels that we recommend.

### Advertising

The TINT WORLD® National Advertising Fund (the “NAF”) has been established to create, develop, and implement marketing, advertising, and related programs, and materials to enhance the general goodwill associated with the Marks and to develop and maintain a favorable public image of TINT WORLD® Centers. You are required to contribute to the NAF the amounts described in Item 6. NAF contributions are payable, together with the royalty fee due, on a weekly basis. All TINT WORLD® Centers located in the United States owned by us or any of our affiliates will contribute to the advertising programs funded by the NAF on the same basis as franchisees. Some third-party vendors may also contribute advertising allowances to the NAF. The NAF does not use funds for advertising that is principally a solicitation for the sale of franchises.

As a System, we use funds from the NAF to pay for all costs and expenses associated with the development of marketing, advertising and related programs and materials, including the costs of preparing, producing, and distributing to our franchisees marketing, advertising, and related materials, employing advertising agencies and media buying agencies, supporting market research activities, administering NAF and all other related costs and expenses to promote and protect the brand. We may use funds from the NAF for the purpose of hosting, maintaining, operating, enhancing, and improving the System website for TINT WORLD® Centers including the website generally, and specifically, as to TINT WORLD® Centers Locations. We have established and have the right, at our sole discretion, to institute, maintain and administer a central advertising fund for such advertising or public relations programs as we, in our sole discretion, may deem appropriate to promote TINT WORLD®.

We will determine, conduct and administer all national, regional, local and other marketing, advertising, promotions, market research and other related activities for TINT WORLD® as may be instituted from time to time, including advertising and marketing initiatives funded by the NAF, and the right to direct all such advertising and marketing initiatives with our sole authority and discretion over all aspects thereof, including the creative concepts, materials, nature, type, scope, frequency, place, form, copy, layout, design, content, endorsements and media used in such programs, and the placement and/or allocation of such programs. We reserve the right to determine in our sole discretion the composition of

all geographic territories and market areas for the implementation and development of such programs. (See Sections XII. and XX. of the Franchise Agreement).

We may seek the advice of the Advertising Committee (consisting of not more than seven franchisees appointed from time to time with the Franchise Advisory Council (the “FAC”) with respect to the creative concepts and media used for programs funded by the NAF. We may meet periodically (i.e., at least once every six months) with the Advertising Committee for those purposes.

The funds collected by the NAF and any earnings thereon, are not and shall not be an asset of us or any Franchisee. All Centers owned by Franchisor and its Affiliates must contribute to the NAF in the same manner and proportion as all Franchisees. We may use the monies accumulated from the NAF to pay for all costs and expenses associated with such programs and materials, including to compensate ourselves for administrative fees associated with managing the NAF and for our internal employee salaries, expenses and overhead associated with or reasonably allocated to managing the activities of the NAF and performing services on behalf of the NAF including, but not limited to, directing, developing and managing media of the NAF.

Although the NAF is intended to enhance the goodwill associated with the Marks, to promote the sale of any or all authorized products and services and to develop and maintain a favorable public image of Centers for the benefit of all Centers, we cannot assure you that any particular Center, or that Centers in any particular local market area, will benefit directly or pro-rata from any marketing, advertising, or related program initiative.

The term “Creative” includes all costs associated with creating, developing and distributing national or general advertising, marketing, promotions, public relations and market research programs and related activities, including, but not limited to, costs relating to preparing television, video, audio, radio, magazine, newspaper, direct mail, print ads, sales collateral material, outdoor advertising, digital, email, e-newsletter, social media, smart phone applications, websites, call center scripts, reputation management, and includes all costs associated with services, fees, and expenses related to hosting, maintaining, operating, enhancing, and improving the System website including the website generally, and specifically, as to Center Locations, and other currently existing and future developed media programs and materials, and related activities and associated fees, charges, and commissions, including fees and commissions charged for creative works. As part of the Creative portion of the NAF, we may furnish you with marketing, advertising, and promotional materials at cost, plus any related administrative, shipping, handling, and storage charges.

The term “National Advertising” includes all costs associated with placing and purchasing national media advertising (e.g., national television, print media and electronic media) and related activities including, but not limited to, general marketing, promotional programs, printing, mailing lists, postage, point of sale materials, newsletters, search engine optimization, paid search, social media, web marketing, website development, website hosting, ecommerce, other digital advertising, SMS text marketing programs, telephone prospecting, trade shows, conventions, sponsorships, public relations activities, sales development, sales training, technical training, platform systems (e.g., intranet, CRM, email, internet marketing, cataloging, reputation management, reporting, remote call forwarding, social media, press release) and other lead generating and sales building related activities and associated fees, charges, and commissions, including fees charged by national spokespersons commissions charged by advertising agencies media buying companies.

The term “Directory Advertising” includes all costs associated with placing and purchasing advertising in classified advertising directories through various media, includes print and electronic media and related activities and associated fees and commissions, including commissions charged by media buying companies.

The term “Local Advertising” includes all costs associated with regional and local advertising, marketing, promotional programs and related activities and associated fees and commissions, including commissions charged by advertising agencies and media buying companies. To the extent any costs can be allocated to more than one of the above categories or to the extent that any costs appropriately charged to the NAF do not fall within a particular category, we may, in our sole discretion, allocate such costs to one or more of such categories.

The NAF will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for the Annual Reimbursement and repayment of any advances or loans we may make to the NAF and our such reasonable salaries, administrative costs, expenses and overhead as we may incur in activities related to the administration of the NAF and its programs, including conducting market research, preparing advertising, promotion, and marketing materials, and collecting and accounting for contributions to the NAF. The media in which advertisements

may be disseminated include print ads, radio and television and may be conducted on a regional or national basis. We intend to use an advertising agency to create and place advertising. All interest earned on monies contributed to the NAF will be used to pay advertising costs before other assets of the NAF are expended. All disbursements from the NAF will be made first from income and then from contributions. We may compromise any claim for past due contributions to the NAF from any franchisee, provided any compromise of contributions to the NAF will be proportionate to any contemporaneous compromise of other amounts the franchisee owes us and our affiliates, and we have the right to charge a proportionate amount of the collection costs against the contributions. We may spend on behalf of the NAF, in any fiscal year an amount greater or less than the aggregate contribution of all contributions in that year, and the NAF may borrow from us or others to cover deficits or invest any surplus for future use. In any fiscal year, we may fund any deficits with contributions from future years. The NAF may borrow from us (on commercially reasonable terms and rates) or other lenders to cover deficits or cause the NAF to invest any surplus for future use. We will prepare an annual unaudited summary of revenues collected and expenditures incurred by the NAF (the "Annual NAF Statement"). Upon your written request submitted no later than March 31 following the close of the applicable fiscal year, we will provide you with a copy of the Annual NAF Statement.

We will maintain an adequately staffed advertising department to manage and administer advertising and related programs funded by the NAF. We are entitled to be paid annually from the NAF a fee equal to 10% of all contributions made into the NAF ("NAF Management Fee") for these management and administrative services. We may pay ourselves the Management Fee in quarterly installments each year for managing and administering the NAF. We will allocate the NAF and the cost relating to the annual audit of the revenues and expenses of the NAF proportionately to the Creative, National Advertising, Directory Advertising, and Local Advertising portions of the NAF.

Except as described above we assume no direct or indirect liability or obligation with respect to the maintenance, direction, or administration of the NAF. We do not act as a trustee or in any other fiduciary capacity with respect to the NAF or to ensure that expenditures by the NAF in or affecting any geographic area are proportionate or equivalent to contributions to the NAF by Businesses operating in such geographic area or that you will benefit directly or in proportion to your contribution to the NAF. Additionally, neither we nor the NAF shall be liable to you with respect to the maintenance, direction, or administration of the NAF, including without limitation, with respect to contributions, expenditures, investments, or borrowings, except for acts constituting willful misconduct. Franchisor does not act as a trustee or in any other fiduciary capacity with respect to the NAF.

We may develop Customer Referral Programs, such as a key account referral program or a website referral program, under which franchisor or third-party operators of websites or other lead or sales generating programs may make customer referrals to franchisees in exchange for compensation. Upon developing one or more of such programs, we will provide you with the specific details of customer referral programs that will be updated in the Operations Manual from time to time and you can decide whether to participate. If you choose not to participate, we have the right to allow a participating franchisee to serve the customer even if the customer is in your territory or to serve the customer ourselves.

There is currently no requirement or governing document for you to participate in a local or regional advertising cooperative. You can decide if, when, or how much, individually, or collectively want to contribute to a local or regional advertising cooperative, and franchisor-owned outlets can also individually decide to contribute. If you decide to contribute to a local or regional advertising cooperative, we may administer such local or regional advertising cooperative through the NAF.

During the fiscal year ending December 31, 2024, we expended the funds in the NAF as follows: Production 19.48%, Media Placement 63.64%, Administration 7.86%, Other 9.02%, TOTAL: 100%. 0% of the above total advertising expenditures were used primarily on solicitation of new franchisees.

### Mobile Services Advertising

If you are authorized to offer and provide Mobile Services you shall contribute a continuing Mobile Services Advertising Expenditure in an amount equal to an amount of \$500 per week beginning on the initiation of your Mobile Services operations. This Mobile Services Advertising Expenditure is in addition to the NAF Fee contributions you are required to make for your TINT WORLD<sup>®</sup> Center Location.

### Advertising Support and Marketing Materials

We provide you with marketing and advertising support for effective and innovative marketing initiatives at the  
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local and national levels. This includes helping you with your grand opening plans and social media presence, along with the implementation of new product launches. We produce and provide you with brand “Creative” artwork associated with creating, developing, and distributing national and local advertising promotions, public relations, social media, websites, and market research for preparing television, radio, newspaper, and digital media programs.

We provide you with point-of-sale advertising and promotional marketing materials that include printed and digital media advertising, signs, banners, vehicle graphics, brochures, catalogs, business cards, forms, sales collateral, merchandise, apparel novelty items and other items we specify that bear the Proprietary Marks in the form, color, location and in the manner, we determine to market the Center. We require you to send us samples for our review and approval before you use any advertising, promotional, or marketing materials that have not been previously approved by us. If you do not receive written approval from us within 30 days, it will be deemed that we have not given you the required approval. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved.

### Advisory Council

We formed a Franchise Advisory Council (“FAC”) in February of 2017. The FAC consists of six Franchisees, who were chosen by our Franchisees and up to six Franchise HQ representatives, who are chosen by us. We have the power to form, change, or dissolve the advertising council in its sole discretion. The six FAC franchisee members are from five different North America regions to represent the franchisees in the: north, northeast, southeast, southwest, mid-west, and west. The FAC member meetings are planned for one in-person one day meetings per year at the Franchise Convention or at the Franchise HQ or another location agreed upon by the members. We also plan to hold four quarterly video-conference meetings per year.

We formed the FAC for the purpose of having our franchisees assist, collaborate, and provide feedback with the franchisor on areas that include advertising and marketing programs, vendors and suppliers, systems and technology, annual convention planning, and other operational enhancements or improvements to the system. The FAC tenure of the members has not been formally established yet, but we plan on having a two to three year tenure for each committee member. We will only replace three of the six members at a time, so we will always have at least three members carried over a term to assist the new joining members. We are in the process of creating an unincorporated Franchise Advisory Council Bylaws that have been implemented in 2024.

### Computer System

You are required to purchase or lease, at your expense, a computer system that provides an interface to our corporate headquarters that allows you to upload to us certain business sales and marketing information we may require. We will have independent access to this system. The data that is stored in the system includes sales information (including price and cost), customer identification, and sales tax collected. You must use computer hardware that meets our then current requirements of standards and specifications to function properly with the required computer software. You will be required to update and/or upgrade your software and hardware system that we may determine from time to time to ensure full operational efficiency and optimum communication capability between and among computer systems. You must, at your expense, keep your computer system in good condition and promptly install all additions, changes, modifications, substitutions or replacements to hardware, software, telephone, power lines and other data transmission communications facilities as we direct from time to time.

You are required to only use the Software Package in the operation of your Center that we have approved, which currently includes: (i) TINT WORLD® POS Point of Sale Software; (ii) PRO-CUT Film Software; (iii) TINT-PRO Mobile Services Software; (iv) QBO Accounting; (v) FranConnect HUB; (vi) Microsoft Office 365 with two Email Accounts; (vii) Zoom Phone Platform; and (viii) Data Warehousing. You may not use any software in the operation of your Center that we have not approved. If you fail to transmit your sales figures and/or not pay your maintenance fees or any other fees due us or our affiliates, your Computer Software will become disabled. We require that you accurately maintain your TINT WORLD® POS Point of Sale and QBO Accounting Software that we use to produce, prepare, and submit financial reports and other computer-generated information we require from time to time. (See Items 5 and 7).

You will be required under the Software License Agreements to pay Software License Fees as provided in Item 6. The TINT WORLD® POS Point of Sale Software License Fee is \$249 per month, and the TINT-PRO Mobile Services Software License Fee is \$299 per month. The Technology Fee is \$700 per month, which covers the PRO-CUT Film Software, FranConnect HUB, QBO Accounting, Microsoft Office 365 with two Email Accounts, Zoom Phone Platform, ©Tint World® FDD 2025

and Data Warehousing. The Software License Agreements do not apply to hardware. (See Schedule B of the Franchise Agreement).

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## Item 12

### **TERRITORY**

The Franchise Agreement grants you the right to operate a single Center at a specific location (your “Center Location”). You may not conduct the business of your Center or use the System at any other location or relocate your Center without our prior written consent and payment of the Relocation Fee mentioned in Item 6. The conditions under which we will approve your relocation includes if, through no fault of your own, you are no longer able to occupy or operate in your then current location from loss of your lease, eminent domain preceding that renders your premises unusable for a Center operation, or destruction of your franchise premises.

#### Franchise Agreement

You will be granted a designated territory (the “Designated Territory”). The minimum size of the Designated Territory for each Center’s Franchise Agreement will be a circle encompassing a two mile radius from your Center Location which has a four mile diameter, with your Center Location as the center-point, except that locations within urban and other densely populated areas will have a smaller Designated Territory which will be determined by us on a site-specific basis. 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. You may face competition from other System franchisees that may be authorized to provide Mobile Services within your Designated Territory.

During the term of the Franchise Agreement, provided that you are not in default of your obligations to us or our affiliates and except as to our Reserved Rights set forth below in this Item 12, we will not open and we will not grant another franchisee the right to open a Center Location within your Designated Territory. Within your Designated Territory we permit you to offer and provide the products and services of your Center, on-site, at customer locations, including to automotive car dealerships, trade accounts, marinas, residential, commercial, and other accounts located within your Designated Territory. If, at your request, we authorize and allow you to enter into a Mobile Service addendum to your Franchise Agreement we will authorize you to provide Mobile Services within your Designated Territory.

Your rights and our obligations described above do not apply to any Center that is open or under development, or as to which the location has been approved, as of the date we notify you of our approval of your Center Location.

#### Multi-Unit Development Agreement

The Multi-Unit Development Agreement grants you the right, subject to the terms of the Multi-Unit Development Agreement, and our Reserved Rights, as set forth below, to develop a negotiated number of Centers in the certain Metropolitan Statistical Area (“MSA”) that we agree upon (the “Development Area”). MSA’s are census areas defined by the U.S. Office of Management and Budget. The protected nature of this territory for the Multi-Unit Development Agreement expires upon the opening deadline for the last scheduled Center, or a default in the opening schedule (see Exhibit C), whichever happens first. After the termination or expiration of your development rights, regardless of the reason, we and our affiliates may establish and open, and franchise others to operate Centers, in the Development Area, subject only to your rights under franchise agreements with us then in effect.

If you wish to enter into a Multi-Unit Development Agreement, you must commit to developing 2 or more Centers within the Development Area. We and you will identify the Development Area, sizes, and boundaries, determine the Development Schedule specifying the number of Centers that you must develop to keep your development rights and, for each applicable Center, the dates by which you must sign the purchase agreement, lease, or sublease, sign the then-current Franchise Agreement, and open the Center. We and you then will complete the Development Schedule in the Multi-Unit Development Agreement before signing it. Your acquisition from another franchisee or us of an existing Center located in the Development Area, or a Center located in the Development Area that has been closed for fewer than 12 months, will not be considered a new Center and, consequently, will not count toward your development obligations under the Development Schedule.

During the term of the Multi-Unit Development Agreement, neither we nor our affiliates will grant another franchisee the right to open a Center that is located in the Development Area, except for any Center in operation, or under development, or under lease, construction, or other commitment to open in the Development Area as of the effective date of the Multi-Unit Development Agreement, as long as you: (a) timely comply with the Development Schedule; and (b) are

otherwise in material compliance with the terms and provisions of the Multi-Unit Development Agreement. Without waiving our option to terminate the Multi-Unit Development Agreement, if you fail to meet your development obligations under the Development Schedule, in lieu of termination, we may, in our discretion, (a) reduce the number of Centers stated in the Development Schedule, (b) withhold evaluation or approval of site proposal packages for new Centers, (c) extend the Development Schedule, and/or (d) if applicable, terminate the protected nature of your territorial rights in the Development Area.

### Reserved Rights

We and our affiliates reserve to ourselves the exclusive right on any and all terms and conditions that we deem advisable and, without any compensation or consideration to you, to engage in the following activities (our “Reserved Rights”): (i) operate and grant to others the right to develop and operate Centers using the System and Marks outside your Designated Territory and, if applicable, Development Area, as we deem appropriate and irrespective of the proximity to your Designated Territory or Development Area; (ii) develop, acquire, be acquired by, merge with, or otherwise affiliate with, one or more businesses of any kind, including businesses that offer and sell products and services that are the same as, or similar to, a Center, and after such development, acquisition, merger or affiliation, to own and operate and to franchise or license others to own and operate and to continue to own and operate such businesses of any kind, even if such business or businesses presently or, in the future, offer and sell products and services that are the same as or similar to a Center (but not utilizing the Marks) that is located within and/or provides competing products and services within your Designated Territory and, if applicable, Development Area; (iii) grant national, regional, or local licenses, franchises, and/or rights to third parties to use the Marks and System, and to offer and sell products and services that are the same as or similar to a Center, from non-traditional locations, mobile outlets, and/or distribution channels, including co-branded centers, mobile outlets, and/or Centers located within the facility of a general or specialty retailer, both within and outside your Designated Territory and, if applicable, your Development Area; (iv) use the Marks and System to sell or distribute products and services offered and sold by Centers or products and services similar to the products and services offered and sold by Centers in alternative channels of distribution including the internet, catalog sales, telemarketing, or other direct marketing sales, both within and outside your Designated Territory and, if applicable, your Development Area; (v) sell or distribute, without using the Marks, products and/or services that are the same as or similar to the products and/or services authorized by the System and/or sold by Centers, both within and outside your Designated Territory and, if applicable, your Development Area; (vi) use the Marks and System to offer, sell, and provide the products and services offered and sold by Centers or products and services similar to the products and services offered and sold by Centers to or on behalf of customers of regional or national corporate accounts (referred to as “Corporate Accounts”) within or outside your Designated Territory;; (vii) operate and grant to others the right to offer, develop, and provide Mobile Services within your Designated Territory unless we have entered into a Mobile Services addendum with you and have authorized you to provide Mobile Services within your Designated Territory; (viii) use the Marks and System and franchise, license, and/or grant others the right to use the Marks and System, to engage in all other activities not expressly prohibited by the Franchise Agreement and, if applicable, Multi-Unit Development Agreement; and (ix) engage in all other activities not expressly prohibited by the Franchise Agreement and, if applicable, Multi-Unit Development Agreement.

Additionally, as to our Reserved Rights, we have the right to advertise, market and sell TINT WORLD® Brand or Trademark Products and Service, and make sales using our principal Mark within your Designated Territory or in any area we choose, including through retail and wholesale outlets, and through means of the internet, catalog sales, direct marketing, or any other means. This shall include, but not be limited to Products as well as Advertising Items such as T-Shirts and other items and paraphernalia at our sole discretion. We are not required to pay any compensation to you for these sales, which might come from your Designated Territory. You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises, unless you have a Multi-Unit Development Agreement.

### Corporate Accounts Program



If we establish a Corporate Accounts Program (“Corporate Accounts Program”) where we engage in a contract or service agreement with National and Fleet Accounts, we will offer you the opportunity to participate in the program under the guidelines and rules that we develop from time to time and subject to the pricing criteria and requirements that we establish. As to your Designated Territory, you will have an option to refuse to participate in Corporate Accounts Programs, but if you do, you agree that we can service the Corporate Accounts in your Designated Territory or authorize others, including other franchisees, to perform work for the Corporate Accounts. All pricing and fees charged in connection with Corporate Accounts will be rated, negotiated, and determined by us. We or our designee are not obligated to pay you for servicing National Account customers that you have elected not to service under our Corporate Accounts Program.

**Item 13**

**TRADEMARKS**

You may use certain Marks in operating your Center, as we designate. As of the issuance date of this Disclosure Document, the Marks we permit you to use in the United States are as follows:

Principal Marks Registered with the United States Patent and Trademark Office

MARK	REGISTRATION NUMBER	REGISTRATION DATE	INTERNATIONAL CLASS OF GOODS
TINT WORLD®	3,444,106	June 10, 2008 Renewal: July 20, 2017	037
TINT WORLD® and Design 	3,483,594	August 12, 2008 Renewal: August 21, 2018	037
TINT WORLD® and Design 	3,483,593	August 12, 2008 Renewal: August 21, 2018	037
GOT TINT?®	3,935,000	March 22, 2011 Renewal: November 1, 2021	037
LUBE-N-SHINE®	5,232,203	June 27, 2017	037
LIFE'S TOO SHORT TO DRIVE BORING CARS®	98164175	September 5, 2023	1A

As to our principal Marks, there are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Marks. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state. There are no agreements that limit our rights to use or license the use of the Marks. We have filed all required affidavits to continue these registrations.

We cannot prevent anyone who began using the name “TINT WORLD®” before our use of it from continuing their use of that name in the area of prior use. The name “TINT WORLD®” may be in use by other businesses in the United States who are not our franchisees or in any way affiliated with us.

In addition to the United States of America applications listed above, we have filed applications and have registered trademarks with:

International

COUNTRY	DATE FILED	APPL #	REGISTRATION DATE	REGISTRATION NUMBER	INT'L CLASSES
Antigua & Barbuda	12/12/2012	TBA	December 13, 2012	8226	037
Australia	08/26/2011	1445410	05/10/2012	1445410	037
Bahamas	06/27/2012	35,945		PENDING	039
Bahrain	01/18/2010	79755	04/25/2011	79755	037
Barbados	07/27/2012	81/29848	March 3, 2017	81/29848	037
Brazil	08/06/2012	840222190	06/20/2017	840222190	037
Canada	02/19/2007	1,335,932	01/18/2010	757,249	037

China	09/14/2007	6276258	03/28/2010	6276258	037
Dominican Republic	07/30/2012	2012-19093	11/15/2012	199359	037
European Union (CTM)	02/21/2007	005704011	02/08/2008	5704011	037
Grenada	01/10/2013	13/2013	04/29/2013	197	037
Haiti	11/30/2012	TBA	10/01/2013	97189	037
India	01/19/2009	1775583	06/16/2010	1775583	037
Israel	10/24/2021	344802	November 3, 2022	344802	037
Jamaica	06/04/2012	060539	06/04/2013	60,539	037
Jordan	03/14/2010	111523	01/03/2011	111523	037
Kuwait	03/14/2010	110228	04/24/2011	92453	037
Malaysia	08/17/2011	2011014853	08/17/2011	2011014853	037
Mexico	03/22/2007	837794	06/26/2007	989741	037
New Zealand	08/26/2011	848306	02/26/2012	848306	037
Nicaragua	08/23/2013	2013-003331	January 20, 2015	2015107938	037
Oman	01/13/2010	60944	08/15/2010	60944	037
Qatar	03/11/2010	61286	04/02/2012	61286	037
Russia	10/04/2012	2012734494	03/06/2014	508029	037
Saint Kitts & Nevis	12/05/2012	0222/2012	08/30/2018	11222.3746	037
Saint Lucia	12/20/2012	TM/2012/000395	12/20/2012	TM/2012000395	037
Saint Vincent Grenadine	12/06/2012	245/2012	12/06/2012	245/2012	037
Saudi Arabia	01/19/2010	150992	07/12/2011	1267/85	037
South Africa	08/22/2011	2011/20653	05/16/2013	2011/20653	037
Trinidad & Tobago	06/22/2012	45487		PENDING	037
United Arab Emirates	01/26/2012	168451	01/26/2012	168451	037

All your usage of the Marks granted under the Franchise Agreement is nonexclusive, and we retain the right, among others: (a) to use the Marks in connection with selling products and services; (b) to grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees; (c) to develop and establish other systems using the same or similar Marks, or any other proprietary Marks, and to grant licenses or franchises in those systems without providing any rights to you.

The Franchise Agreement grants you the right to use the trademarks and service marks that identify the services and/or products offered by TINT WORLD®. All your usage of the Marks and any goodwill you establish are to our exclusive benefit and you retain no right or rights in the Marks on the termination or expiration of the Franchise Agreement. You may not use the Marks as a part of any corporate or trade name, nor may you use any trade name, trademark, service mark, emblem, or logo other than the Marks, as we may designate from time to time. You must prominently display the Marks on such items and in the manner we designate. You must obtain such fictitious or assumed name registrations as we require or under applicable law. You must identify yourself as the Owner of your Business by placing your name on all business checks, invoices, receipts, contracts, and other documents that bear any of the Marks, and on all printed materials, your name must be followed by the phrase “Independently Owned and Operated as a franchisee of Tint World LLC” or such other phrase as we from time to time direct. We will have no liability or obligation to you whatsoever with respect to any required modification or discontinuance of any Mark, or the promotion of a substitute trademark, service mark or trade dress, that is a result of our determination of a risk of conflicting rights with others.

You must notify us immediately of any apparent infringement of or challenge to your use of any Mark, or any claim by another person of any rights in any Mark. You may not communicate with any person, other than us, our counsel, and your counsel, in connection with any such infringement, challenge or claim. We will have sole discretion to take the action we deem appropriate (including no action) and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You must sign any documents, render the assistance, and do the things advisable in the opinion of our counsel to protect our interests in any litigation or U.S. Patent and Trademark Office proceeding or otherwise to protect our interests in the Marks.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or

more additional or substitute trade or service Marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing the Business signs, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute TINT WORLD® or service Mark.

We will indemnify you against, and reimburse you for, all damages for which you are held liable in any action for trademark infringement arising out of your authorized use of any Mark in compliance with the Franchise Agreement and our written specifications, and, except as otherwise described in this Item, for all costs you reasonably incur in defending any such claim brought against you, as long as you have timely notified us of the claim and you and your owners are in compliance with the Franchise Agreement, all written specifications relating to use of the Marks, and all other agreements entered into with us or any of our affiliates. At our sole discretion, we may prosecute, defend and/or settle any action arising out of your use of any Mark, and if we prosecute, defend and/or settle any such matter, we do not have to indemnify or reimburse you for any fees or disbursements of any legal counsel you retain.

In addition to the registered marks listed above, we assert a common law right to the name “TINT WORLD®” by virtue of our use of the name since 1982 in Florida, and TINT WORLD® Automotive Styling Centers™, which we began using in 2006. We also have additional registered marks that are not licensed to you under the franchise agreement, including several international marks.

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## Item 14

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

There are no patents that are material to the franchise.

We own various copyrights relative to materials used in the System. We claim common law copyright protection and proprietary rights in the knowledge, materials, systems, and procedures of the TINT WORLD<sup>®</sup> System, although we have not registered these materials with the United States Copyright Office. The System includes the Operations Manual (which contains our trade secrets), other written materials, videos, marketing, icon designs, advertising, menus, and promotional materials developed for use in the System; and training materials such as manuals, handouts, knowledge base, electronic training and other visual aids used during training.

We also consider certain information and materials to the development and operation of TINT WORLD<sup>®</sup> Centers to be our trade secrets and proprietary information (the “Confidential Information”) and you may use these items only as we specify in the Franchise Agreement while operating your Center (and must stop using them if we so direct you). This Confidential Information includes: (1) technical information and expertise relating to Trade Secrets, Authorized Products and Services and the equipment used with them; (2) site selection criteria for Centers; (3) sales, marketing and advertising programs, techniques and graphic designs for Centers; (4) knowledge of operating results and financial performance of Centers, other than your Center and other Centers that you own; (5) comprehensive methods, formats, specifications, standards, systems, procedures, knowledge, experience and related intellectual property used in developing and operating Centers, including pricing information and inventory mix; and (6) computer software, website and internet programs or similar technology that is proprietary to us or the System. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

We possess certain Confidential Information including the methods, techniques, formats, specifications, procedures, information, systems, and knowledge of and experience in the operation and franchising of TINT WORLD<sup>®</sup> (the “Confidential Information”). We will disclose relevant parts of the Confidential Information to you during the training programs, seminars and conventions, the Operating Manual and in guidance solely for use in operating your Center during the term of the Franchise Agreement. During the term of your Franchise Agreement and after its expiration or termination: (a) you may not use the Confidential Information in any other business or capacity (such use is unfair method of competition); (b) you must exert your best efforts to maintain the Confidentiality of the Confidential Information; (c) you may not make any unauthorized copies of the Confidential Information; (d) you must implement all reasonable procedures we prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including the use of nondisclosure agreements with your officers, directors, and managers and the delivery of those agreements to us. Your restrictions on disclosure and use of the Confidential Information do not apply to information or techniques which are or become generally known to the automotive, residential, commercial, and marine window tinting service industry (other than through your own disclosure), provided you obtain our written consent to disclosure or use.

All ideas, concepts, methods, materials, techniques, and products relating to the development, marketing and/or operation of a Center that you conceive or develop, whether or not protectable intellectual property and whether created by or for you or your Owners or employees, must be promptly disclosed to us and it will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a “work made-for-hire” for us, you assign ownership of that item, and all related rights to that item to us and you must take whatever action (including signing assignment or other documents) we request to evidence our ownership and to assist us in securing intellectual property rights in these ideas, concepts, methods, techniques, or products.

You may not use our Confidential Information in an unauthorized manner. You must take reasonable steps to prevent improper disclosure to others and use non-disclosure and non-competition agreements with your Key Management Employee and any of your personnel who have received or will have access to confidential information. We may regulate the form of agreement that you use and will be a third-party beneficiary of agreements with independent enforcement rights.

There currently are no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. There are no agreements currently in affect that significantly limit our right to use or authorize you to use the copyrighted materials. We do not know of any infringing uses that could materially affect your use of our copyrighted materials in any state. Except as noted above, we are not required by any agreement to protect or defend copyrights or Confidential Information, although we will do so when this action is in the best interest of

our franchise System.

## **Item 15**

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

You (or Operating Partner as defined below) or a manager who has satisfactorily completed our training program must act as the general manager of the Center with responsibility for direct, on-premises supervision of the Center. You (or your managing Owner) are required to devote full time and efforts with the management and supervision of the Center. Your general manager does not need to have an equity interest in the business, but you must inform us as to who will be the Operating Partner. You must at all times faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance the Center. If you have opened more than one Center under a Multi-Unit Development Agreement, you must employ a general manager for each location, who has satisfactorily completed our training program.

If you are, or at any time during the term, become a business corporation, a limited liability company, partnership, or other legal entity, you must designate an "Operating Partner". Your Operating Partner must be an individual who (a) owns and controls not less than 10% of your equity and voting rights; (b) has completed our training program to our satisfaction; and (c) has the power and authority to bind you in all dealings with us, unless you designate in writing another Owner reasonably acceptable to us who has the power and authority to bind you. Each shareholder or partner must personally guarantee your obligations under the Franchise Agreement, and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, agree to be bound by the confidentiality provisions and non-competition provisions of the Franchise Agreement and agree to certain restrictions on their Ownership Interests. The required Guaranty of Obligations. The Spouse of the Franchisee is not required to sign the Guaranty or spousal consent unless he/she is involved in the business. The required Guaranty of Obligations is attached hereto. (See Section XXIX. of the Franchise Agreement).

You are required to staff the Center at all times with a sufficient number of competent and properly trained employees. You are responsible for hiring all employees of your Center and are exclusively responsible for the terms of their employment, including their compensation and training. You are solely responsible for all employment decisions for your Center, including those related to hiring, firing, remuneration, personal policies, benefits record keeping, supervision and discipline, and regardless whether you received advice from us on these subjects. We do not have any direct or indirect control over your employees.

You are required to obtain an agreement from each of your employees to which you have disclosed our proprietary information in the course of that person's employment to refrain from competing with either your Center, or any of our other franchised or company or affiliate-owned Centers for a period of five years (or the maximum that is permissible under your local law) after that person is discharged or leaves your employment. We do not have a prescribed form for that obligation.

At least one employee of your Center is required to obtain (within a reasonable time, not to exceed one year after the of the Franchise Effective Date or the Opening Date of the Center, if your Center is new) and maintain certification by Automotive Service Excellence ("ASE") and Mobil Electronics Certified Professional ("MECP") (or any successor or similar organization we designate) for each of the areas of service comprising Authorized Products and Services performed at your Center for which certification is provided. In the event of changes in personnel at your Center in functions that require ASE and MECP certification, you will have a reasonable period of time, not to exceed one year, to obtain appropriate certification of any replacement personnel. If in the future ASE or MECP certification is offered on Authorized Products and Services that is not offered as of the Franchise Effective Date, or if in the future you perform Authorized Products and Services for which ASE and MECP certification is offered, you agree to obtain such certification within a reasonable period of time, not to exceed one year.

If you are a partnership, corporation, limited liability company or other legal entity, we require each of your owners, shareholder or partner must sign a personal guarantee agreeing to be personally bound, jointly and severally, by your financial and other obligations under the Franchise Agreement. (See Section XXIX. of the Franchise Agreement).

## Item 16

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

The Center Location may be used solely for operating the Center. You must refrain from using or permitting the Center Location to be used for any other purpose or activity at any time unless you first obtain our written consent. To ensure that the highest degree of quality and consistent products and service offerings by all Centers, you must operate the Center in strict conformity with the methods, standards, specifications, operating procedures, and the obligations that are contained in the Operations Manual or otherwise in writing.

Your Center is required to only offer and sell Approved Products and Services, as provided in the Operations Manual. You must offer for sale, and exert your best efforts to aggressively market and sell Approved Products and Services, which currently are window tinting, protective film, vehicle wraps, audio and electronics, security systems, car and truck accessories, wheels and tires, detailing and ceramic coating, maintenance, repair, and installation services. You are not authorized to offer and sell Mobile Services unless we authorize you to do so and we mutually sign a Mobile Services Addendum. If you sign the Mobile Services Addendum, you will offer residential and commercial window film and protective coating solutions, solar energy reduction film, UV and sun control film, safety and security film, decorative film, perforated film, custom design window and wall graphics, and the provision of certain other products, maintenance, repair, and installation services, that we designate from time to time, to be products or services central to the operation of Centers.

Your Center is required to offer and sell or otherwise dispense all Proprietary Products specified by us. You must stock, display, promote, serve, and exert your best efforts to aggressively market and sell or otherwise dispense all “Proprietary Products and Services” to maintain consistent offerings by all Centers. The Proprietary Products are “Approved Products” that are ‘Special Items’ manufactured and/or developed by us for use by you. Proprietary Products include products and services using our Registered Trademark(s) and/or Service Mark(s) and meet our specifications. The Proprietary Products developed by us are the only Special Items approved for use by you.

We may add or delete Authorized Products and Services and conditionally approve Authorized Products and Services. The addition of Authorized Products and Services may require you to incur additional costs for equipment, inventory, additional personnel, personal training, and leasehold improvements. There are no limits on our right to do so. Your Center is required to offer courteous and efficient services in accordance with our standards.

Your Center may not, without our approval, offer or sell any products and services that are not Authorized Products and Services. Even if you pay royalty fees and NAF contributions on sale of unauthorized products and services, you are not entitled to continue to offer these unauthorized products and services at your Center. Kiosks, refreshments, or other vending machines may not be installed in or at the Center without the express written consent by us and only then in such manner as prescribed by us.

To the fullest extent permissible under applicable law, you must conform to the discount price program and special offers that relate to our advertising and marketing programs we determine from time to time. We reserve the right, to the fullest extent permissible under applicable law, to designate pricing for any product and/or service you offer for sale in connection with the operation of your Center. This pricing commitment is necessary to maintain the marketing concept of TINT WORLD® Centers and does not, in any manner, mandate or attempt to mandate the retail prices you charge customers. You may not enter into any agreement, understanding or arrangement, or engage in any concerted practice, with other TINT WORLD® franchisees or others relating to the prices at which Authorized Products and Services are offered or sold by you or any other TINT WORLD® Center.

We may periodically offer “Test Programs” in order to determine whether to add products and/or services. To be included within a “Test Program”, you must sign an Addendum to the Franchise Agreement and meet certain criteria. We prohibit the sale of other products and services unless you receive our prior written consent. If you are found to be selling unauthorized services at your Center, then you must account to us for these sales and pay the continuing Royalty fees and NAF contributions generated from those sales. The sale of unauthorized products and services at your Center under the name “TINT WORLD®” constitutes trademark infringement and entitles us to, among all other rights and remedies available to us under the Franchise Agreement and applicable law including injunctive relief and monetary damages.

We have established a standardized customer warranty with respect to Authorized Products and Services on terms and conditions which we may, in our sole discretion, modify. You must promptly fulfil all the terms and conditions of all  
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such customer warranties. If you purchase an existing Center, you are responsible for performing warranty work for vehicles serviced by the prior owner.

You may advertise to sell Authorized Products and Services only to customers located within your Designated Territory. Except as noted in this Item 16, we place no restrictions upon your ability to serve customers, provided you do so within your Designated Territory of the Center in accordance with our standards. (see Item 12).

You are required to refer all customers' inquiries and/or for Products and Services that you cannot perform or are not authorized to conduct to the TINT WORLD<sup>®</sup> Toll Free Store Locator Phone Number: 1-888-944-8468, or to the Website: [www.TintWorld.com](http://www.TintWorld.com).

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**Item 17**

**RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

**This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements in Exhibits A, B, C, D, and E in this disclosure document.**

**THE FRANCHISE RELATIONSHIP**

<b>PROVISION</b>	<b>AGREEMENT</b>	<b>SUMMARY</b>
a. Length of the Franchise Term	Section VII.A. of Franchise Agreement	15 years.
	Section 2.01 of Multi-Unit Development Agreement	
b. Renewal or Extension of the Term	Section VII.B. of Franchise Agreement	15 years' renewal if you meet certain requirements.
	Section 4.03 of Multi-Unit Development Agreement	
c. Requirements for Franchisee to Renew or Extend	Section VII.B. of Franchise Agreement	Written notice, for you to renew remodel, full compliance, sign the then current form of Franchise Agreement, (which may have materially different terms and conditions), secure approved location, sign release and renovate, if applicable.
	Section 4.03 of Multi-Unit Development Agreement	
d. Termination by Franchisee	Section XXIII.E. of Franchise Agreement	Not Applicable.
	Sections 8.01, 8.02 of Multi-Unit Development Agreement	
e. Termination by Franchisor without cause	No provision in Franchise Agreement	Not Applicable.
	Sections 8.01, 8.02 of Multi-Unit Development Agreement	
f. Termination by Franchisor with cause	Section XXIII.A. of Franchise Agreement	We can terminate if you breach a material provision of the Franchise Agreement.
	Sections 3.03, 4.02, 8.01, 8.02 of Multi-Unit Development Agreement	
g. "Cause" defined – non-curable defaults	Sections XXIII.C. of Franchise Agreement	Abandonment of business, surrender of control; misrepresentation or omission in application; felony conviction, unauthorized assignment; improper assignment upon death or disability; loss of possession of business; unauthorized use of Confidential Information; failure to pay taxes or liens; dishonest or unethical conduct; assignment for benefit of creditors; repeated violations or bankruptcy; although termination upon bankruptcy of your franchise may not be enforceable under federal bankruptcy law (11 U.S.C. §101, et seq.)
	Sections 8.01, 8.02 of Multi-Unit Development Agreement	
h. "Cause" defined – curable defaults	Section XXIII.D. of Franchise Agreement	Violation of health, safety, or sanitation laws upon 72 hours' notice; 10 days for failure to pay amounts owed; 30 days for all other defaults.
	Sections 8.01, 8.02 of Multi-Unit Development Agreement	
i. Franchisee's obligations on Termination/Non-Renewal	Section XXIV. of Franchise Agreement	Cease operating franchised business; cease use of Confidential Information and Marks; deliver property containing the Marks; cancel assumed or similar
	Sections 8.01, 8.02 of Multi-Unit Development Agreement	

PROVISION	AGREEMENT	SUMMARY
		name registrations; pay outstanding amounts and damages; deliver manuals; assign phone numbers; comply with covenants.
j. Assignment of contract by Franchisor	Section XXII.B. of Franchise Agreement	No restriction on our right to assign.
	Sections 9.01, 9.02 of Multi-Unit Development Agreement	
k. "Transfer" by Franchisee - definition	Section XXII.A. of Franchise Agreement	Includes transfer of the Franchise Agreement, Business Assets by you.
	Sections 9.01, 9.02 of Multi-Unit Development Agreement	
l. Franchisor Approval of Transfer	Section XXII.A. of Franchise Agreement	We have the right to approve all transfers by you.
	Section 9.01, 9.02 of Multi-Unit Development Agreement	
m. Conditions for Franchisor Approval of Transfer	Section XXII.A. of Franchise Agreement	Full compliance; transferee qualifies; all amounts due are paid in full; completion of training by transferee; transfer fee paid; transferee agrees to execute the then-current form of franchise agreement (for a term equivalent to the term remaining on the transferor's Franchise Agreement) or, at Franchisor's option, be bound by all terms of Franchise Agreement; you sign and deliver other required documents including a release. 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.
	Section 9.01, 9.02 of Multi-Unit Development Agreement	
n. Franchisor's right of first refusal to acquire Franchisee's business	Section XXII.D. of Franchise Agreement	We have to right to match any offers, and a right of first refusal.
	No provision in Multi-Unit Development Agreement	
o. Franchisor's option to purchase Franchisee's business	Section XXIV.F. of Franchise Agreement	Purchase for fair market value determined by appraisal if parties are unable to agree.
	No provision in Multi-Unit Development Agreement	
p. Death or Disability of Franchisee	Section XXII.C. of Franchise Agreement	Franchise must be assigned to approve buyer within 6 months.
	No provision in Multi-Unit Development Agreement	
q. Non-Competition covenants during the term of the Franchise	Section XIX.B. of Franchise Agreement	No Involvement in any Competitive Business anywhere.
	No provision in Multi-Unit Development Agreement	
r. Non-Competition covenants after the franchise is terminated or expires.	Section XIX.B. of Automotive Franchise Agreement	No interest in competing business for 2 years at the premises or within 20 miles of the premises or within 20 miles of any other Centers in operation or in development as of the date of expiration or termination, as applicable.
	No provision in Multi-Unit Development Agreement	
s. Modification of the Agreement	Section XXV.J. and XXV.O. of Franchise Agreement	No modification generally but Operations Manuals subject to change, in XXV.J. in XXV.O, the franchise agreement may be amended at any time
	Section 12.02 of Multi-Unit Development Agreement	

PROVISION	AGREEMENT	SUMMARY
		when Franchisor and 75% of Franchisees agree to do so.
t. Integration/Merger clause	Section XXV.K. of Franchise Agreement	Only terms of Franchise Agreement are binding, (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
	No provision in Multi-Unit Development Agreement	
u. Dispute Resolution by arbitration or mediation	Section XXV.C. of Franchise Agreement	You must bring all disputes before our President and/or Chief Executive Officer prior to bringing a claim before a third party. After exhausting this internal dispute resolution procedure, with the exception of certain claims, all claims or disputes between you and us must be submitted first to mediation in Broward County, Florida (or, if our corporate headquarters is no longer in Broward County, Florida, the county where our corporate headquarters is then-located) and if not resolved through mediation, then to arbitration in Broward County, Florida (or if our corporate headquarters is no longer in Broward County, Florida, then in the county where our headquarters is then located) accordance with the American Arbitration Association's Commercial Mediation Rules then in effect (subject to state law). XXV.P.
	Section 10.01 of Multi-Unit Development Agreement	
v. Choice of forum	Section XXV.G. of Franchise Agreement	Generally, claims not subject to mediation or arbitration must be brought before a court of general jurisdiction in Broward County, Florida (or, if our corporate headquarters is no longer in Broward County, Florida, the county where our corporate headquarters is then-located) and the jurisdiction and venue of the United States District Court for the Southern District of Florida (or, if our corporate headquarters is no longer in Broward County, Florida, the District Court for the county in which our corporate headquarters is then-located). You consent to the personal jurisdiction and venue of any court of general jurisdiction in Broward County, Florida (or, if our corporate headquarters is no longer in Broward County, Florida, the county where our corporate headquarters is then-located) and the jurisdiction and venue of the United States District Court for the Southern District of Florida (or, if our corporate headquarters is no longer in Broward
	Section 11.02 of Multi-Unit Development Agreement	

PROVISION	AGREEMENT	SUMMARY
		County, Florida, the District Court for the county in which our corporate headquarters is then-located). (subject to state law).
w. Choice of law	Section XXV.G. of Franchise Agreement Section 11.02 of Multi-Unit Development Agreement	Florida laws apply (unless prohibited by laws of state where Business is located).

Termination on Bankruptcy

A provision in your franchise agreement that terminates the franchise on your bankruptcy may not be Enforceable under Title 11, United States Code Section 101 *et seq.*

Reinstatements and Extensions

If any termination or expiration of the term of the franchise agreement would violate any applicable law, we may reinstate or extend the term for the purpose of complying with the law.

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. A franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise. Applicable state law might require additional disclosures related to the information contained in this Item 17. The Maryland amendments to the agreements appear in Exhibit J.

Applicable state law might require additional disclosures related to the information contained in this Item 17. These additional state disclosures, if any, appear in Exhibit J.

**Item 18**

**PUBLIC FIGURES**

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

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## Item 19

### **FINANCIAL PERFORMANCE REPRESENTATION**

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

### **DEFINITIONS**

(a) Administrative Expense - means office supplies; uniforms; licenses and permits; bank fees and service charges; merchant fees; and training fees.

(b) Average – means the sum of all data points in a set, divided by the number of data points in that set.

(c) Calendar Year – means, as to each respective year, the twelve-month period commencing on January 1.

(d) Company Owned Center – means a Center owned either directly or indirectly by us, our affiliate or any person identified in Item 2 of this Disclosure Document that operates a Center. A Company Owned Center also includes any Center that: (i) is operated as a joint venture owned in part by us, our affiliate or any person identified in Item 2 of this Disclosure Document; (ii) is managed by us our affiliate or any person identified in Item 2.

(e) Cost of Goods Sold – means the cost for products, inventory, and supplies sold to customers and resulting in Gross Sales. Cost of Goods does not include Labor Expense.

(f) EBITDA – means Gross Profit less Operating Expenses as such terms are defined in this Item 19.

(g) Facilities Expense – means rent for a Center; common area maintenance; repairs and maintenance related to equipment and facilities; general liability and garage keepers' insurance; and property taxes.

(h) Franchise Center – means a Tint World Center operated under a Franchise Agreement that is not a Company Owned Center.

(i) Gross Profit – means Gross Sales less Cost of Goods Sold and does not include the deduction of any other costs, expenses, or Operating Expenses associated with operations any Center, including, without limitation to, labor costs and Labor Expenses (including payroll and payroll taxes); costs associated with obtaining and maintaining permits and licenses; amounts spent on advertising, marketing and promotion; insurance expenses; telephone, internet and (if applicable) cable costs; credit card processing fees; fees related to software and computer systems; rent; utilities; interest; royalties; taxes; franchise related expenses disclosed in Item 6 of this franchise disclosure document; or other expenses. There will be other costs and expenses not identified in Item 19. You should conduct an independent investigation of the costs and expenses you will incur in operating your Center.

(j) Gross Profit Percent – means and is calculated by dividing Gross Profit by Gross Sales.

(k) Gross Sales – means the total revenue of each Center not including sales tax.

(l) Labor Expense – means direct labor (technician wages, bonuses, overtime, and subcontractor labor) and indirect labor (incentive compensation, hourly wages and bonuses, vacation and holiday expense, payroll taxes, and employee benefits) associated with staffing each Center and attempts to exclude any franchisee owner salary, draw or distribution.

(m) Median - means the data point that is in the center of all data points used. That number is found by examining the total number of data points and finding the middle number in that set. In the event the number of data points is an odd number, the median will be the center number. If the dataset contains an even number of data points, the median is reached by taking the two numbers in the middle, adding them together, and dividing by two.

(n) NAF Advertising - means is the NAF “National Advertising Fund” contributions paid by franchisees under a Center franchise agreement. The NAF fee is 6% of Gross Sales, subject to a \$1,000.00 weekly minimum payment.

(o) Operating Expenses – means the following expenses incurred by a Center: Labor Expenses; Royalty Fees; NAF Advertising Fees; Software Expense; Facility Expense; Utilities; Professional Expense; and Administrative Expense. Excluded from the term Operated Expenses and excluded from the calculation and determination of Operating Expenses are all other expenses not specifically reference in this definition including, but not limited to automobile; business loans; equipment leases; dining and travel; personal business expenses; bad debt expense; donations to charitable organizations; interest; taxes; depreciation; amortization; subscriptions and/or additional advertising expenses beyond what is required under the Franchise Agreement.

(p) Professional Expense – means expenses for bookkeeping, accounting, and payroll administration services.

(q) Royalty – means the Royalty Fee that a Center is required to pay to us under a Center franchise agreement. The Royalty fee is currently 6% of Gross Sales, subject to a \$500.00 weekly minimum payment.

(r) Software Expense – means the Software Licenses and Technology Fees for the Franchise Business include TINT WORLD® POS Point of Sale Software, PRO-CUT Film Software, TINT-PRO Mobile Services Software, QBO Accounting, FranConnect HUB, Microsoft Office 365 with two Email Accounts, Zoom Phone Platform, Data Warehousing, and other operational business software.

(s) Utilities – means expenses of a Center for telephone; internet; electricity; gas; water and sewer; trash removal; and security.

### **BASES AND ASSUMPTIONS**

The financial information was not prepared on a basis consistent with generally accepted accounting principles. We do not have any Company Owned Centers. Data for the Franchise Centers is based on financial information reported to us by our franchisees. The information in this analysis has not been audited and is based on historical financial data and is not a forecast or projection of future financial performance.

### **ANALYSIS OF RESULTS OF FRANCHISE CENTERS**

As of December 31, 2024, we had a total of 139 Tint World Franchise Centers that were open and in operation in the United States. Of these 139 Tint World Franchise Centers, 90 Centers were open and in operation in the United States for two or more full Calendar Years (the “90 Centers”), and 19 Centers were open and in operation in the United States for one full Calendar Year (the “19 Centers”). All Centers reported in this Item 19 are authorized to provide Mobile Services. We do not include or report data for Tint World Franchise Centers that were not open for the complete 2024 Calendar Year.

There were 18 Tint World Franchise Centers that are not shown in the charts that commenced operations during calendar year 2024. There were 14 Franchise Centers that are not shown in the charts that did not operate for the entire calendar year 2024, including Centers that were involved in transfers during calendar year 2024 and thus the current owners did not operate for the entire calendar year 2024, and Centers for which complete related reporting were not provided to us. One franchisee-owned Center closed during the year 2024.

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TABLE 1-A

Centers Operating for the Entire 2024 Calendar Year.

The following Table provides Gross Sales, Cost of Goods Sold, Gross Profit, Gross Profit Percent of the Highest, and the Lowest of all operational TINT WORLD® CENTERS open two or more full Calendar Years.

GROSS SALES AND PROFIT OF CENTERS	90 CENTERS	GROSS SALES	COST OF GOODS SOLD	GROSS PROFIT	GROSS PROFIT PERCENT
Highest of the 90 locations	90	\$2,028,360	\$396,950	\$1,631,410	80.43%
Lowest of the 90 locations	90	\$303,874	\$48,529	\$255,346	84.03%

Notes to Table No. 1-A:

Gross Sales, Cost of Goods, Gross Profit, and Gross Profit % figures presented are based on unaudited data reported by franchisees through their Point-of-Sale system and related reporting.

TABLE NO. 1-B

Centers Operating for the Entire 2024 Calendar Year.

The following Table provides Gross Sales, Cost of Goods Sold, Gross Profit, Gross Profit Percent for Average Top 50% of Centers, Average of all Centers, Median of all Centers, and Average Bottom 50% of all operational TINT WORLD® CENTERS open two or more full calendar years.

GROSS SALES AND PROFIT OF CENTERS	90 CENTERS	GROSS SALES	COST OF GOODS SOLD	GROSS PROFIT	GROSS PROFIT PERCENT
Average: Top 50% of	45	\$1,066,581	\$230,858	\$835,723	80.00%
Average: All Centers	90	\$816,249	\$170,342	\$646,148	79.01%
Median: All Centers	90	\$743,270	\$154,554	\$588,716	79.77%
Average: Bottom 50% of	45	\$566,391	\$102,825	\$463,566	78.50%

Notes to Table No. 1-B:

Gross Sales, Cost of Goods, Gross Profit, and Gross Profit % figures presented are based on unaudited data reported by franchisees through their Point-of-Sale system and related reporting.

TABLE NO. 1-C

Centers Operating for the Entire 2024 Calendar Year.

The following Table provides Highest Gross Sales, Average Gross Sales, Median Gross Sales, Lowest Gross Sales of the Top 50% of Centers, and the Bottom 50% of Centers, of all operational TINT WORLD® CENTERS open two or more full calendar years.

GROSS SALES ANALYSIS OF CENTERS	90 CENTERS	LOWEST GROSS SALES	MEDIAN GROSS SALES	AVERAGE GROSS SALES	HIGHEST GROSS SALES
Top 50% Centers	45	\$746,162	\$1,009,081	\$1,066,581	\$2,028,360
Bottom 50% Centers	45	\$303,874	\$564,800	\$566,391	\$740,348

Notes to Table No. 1-B:

The average Gross Sales for the top 50% of Centers open a minimum of two calendar years is \$1,066,581 with \$230,858 Cost of Goods Sold, and \$853,238 Gross Profit.

The average Gross Sales for the bottom 50% of Centers open a minimum of two calendar years is \$566,391 with \$102,825 Cost of Goods Sold, and \$444,612 Gross Profit.

TABLE NO. 1-D

Centers Operating for the Entire 2020 through 2024 Calendar Years.

The following Table provides Gross Sales of the Average of Top 50% of Centers, Average of all Centers, Median of all Centers, Average Bottom 50% of Centers, of all TINT WORLD® CENTERS open two or more full calendar years.

<b>GROSS SALES 5 YEAR GROWTH OF CENTERS</b>	<b>2020 52 CENTERS</b>	<b>2021 60 CENTERS</b>	<b>2022 67 CENTERS</b>	<b>2023 77 CENTERS</b>	<b>2024 90 CENTERS</b>
Average: Top 50% of Centers	\$1,048,493	\$1,199,163	\$1,223,591	\$1,128,850	\$1,066,581
Average: All Centers	\$759,478	\$895,571	\$883,270	\$847,268	\$816,490
Median: All Centers	\$615,355	\$713,451	\$704,447	\$750,624	\$743,270
Average: Bottom 50% of Centers	\$470,463	\$591,979	\$548,367	\$568,231	\$566,391

TABLE NO. 1-E

Centers Operating for the Entire 2024 Calendar Year.

The following Table provides Gross Sales, Cost of Goods Sold, Expenses and Percentage Gross Sales, Gross Profit, EBITDA Gross Profit, of all operational TINT WORLD® CENTERS open two or more full calendar years.

<b>2024 YEAR-END P&amp;L FOR 90 TINT WORLD® CENTERS REPORTING</b>								
<b>AVERAGE   MEDIAN   BOTTOM 50%   TOP 50%</b>								
<b>90 CENTERS</b>	<b>AVERAGE</b>	<b>% OF SALES</b>	<b>MEDIAN</b>	<b>% OF SALES</b>	<b>BOTTOM 50%</b>	<b>% OF SALES</b>	<b>TOP 50%</b>	<b>% OF SALES</b>
<b>GROSS SALES</b>	<b>\$816,490</b>	<b>100%</b>	<b>\$743,270</b>	<b>100%</b>	<b>\$566,391</b>	<b>100%</b>	<b>\$1,066,581</b>	<b>100%</b>
<b>COGS EXPENSE</b>								
<b>COST OF GOODS</b>	\$170,342	21%	\$154,554	21%	\$102,825	18%	\$230,858	22%
<b>GROSS PROFIT</b>	<b>\$646,148</b>	<b>79%</b>	<b>\$588,716</b>	<b>79%</b>	<b>\$463,566</b>	<b>82%</b>	<b>\$835,723</b>	<b>78%</b>
<b>OPERATING EXPENSES*</b>								
<b>ROYALTY</b>	\$48,989	6%	\$44,596	6%	\$33,983	6%	\$63,995	6%
<b>NAF ADVERTISING</b>	\$52,000	6%	\$52,000	7%	\$52,000	9%	\$52,000	5%
<b>SOFTWARE</b>	\$11,388	1%	\$11,388	2%	\$11,388	2%	\$11,388	1%
<b>ACCOUNTING</b>	\$7,068	1%	\$7,068	1%	\$7,068	1%	\$7,068	1%
<b>FACILITY EXPENSE</b>	\$86,873	11%	\$86,873	12%	\$86,873	15%	\$86,873	8%
<b>UTILITIES</b>	\$15,519	2%	\$15,519	2%	\$15,519	3%	\$15,519	1%
<b>ADMINISTRATIVE</b>	\$15,603	2%	\$14,621	2%	\$12,269	2%	\$18,921	2%
<b>LABOR</b>	\$200,182	25%	\$163,519	25%	\$124,606	25%	\$223,982	24%
<b>EBITDA</b>	<b>\$208,526</b>	<b>26%</b>	<b>\$174,421</b>	<b>23%</b>	<b>\$105,602</b>	<b>19%</b>	<b>\$318,463</b>	<b>30%</b>

Notes to Table No. 1-D:

\*Operating Expenses are based on 80 of the 90 franchisee-centers that provided 2024 QuickBooks unaudited financial statements. Actual expenses will vary depending on location, lease terms, wage rates, and operational practices. Other Expenses that are excluded include automobile; business loans; dining and travel; personal business; bonuses; bad debt; charitable donations; and additional advertising expenses beyond what is required under the Franchise Agreement. This figure is not actual net earnings.

TABLE NO. 2-A

Centers Operating for the Entire 2024 Calendar Year.

The following Table provides Annual Gross Sales, Cost of Goods Sold, Gross Operating Profit, and Gross Profit Percent of the High, Average, Median, Low for all operational TINT WORLD® CENTERS open for one full calendar year.

19 CENTERS	GROSS SALES OF CENTERS	COST OF GOODS SOLD	GROSS PROFIT	GROSS PROFIT PERCENT
High of the 19 locations	\$886,606	\$228,124	\$658,483	74.27%
Average of the 19 locations	\$566,446	\$129,016	\$437,430	77.22%
Median of the 19 locations	\$565,257	\$117,899	\$429,136	75.92%
Low of the 19 locations	\$322,520	\$75,147	\$247,374	76.70%

Notes to Table No. 2-A:

Gross Sales, Cost of Goods, Gross Profit, and Gross Profit % figures presented are based on unaudited data submitted by franchisees from their Point-of-Sale system and related reporting.

TABLE NO. 2-B

Centers Operating for the Entire 2024 Calendar Year.

The following Table provides Highest Gross Sales, Average Gross Sales, Median Gross Sales, Lowest Gross Sales of the Top 50% of Centers, and the Bottom 50% of Centers, of all operational TINT WORLD® CENTERS open for one full calendar year.

GROSS SALES ANALYSIS OF CENTERS	19 CENTERS	LOWEST GROSS SALES	MEDIAN GROSS SALES	AVERAGE GROSS SALES	HIGHEST GROSS SALES
Top 50% of Centers	9	\$569,449	\$665,531	\$685,635	\$886,606
Bottom 50% of Centers	9	\$322,520	\$466,458	\$447,389	\$548,256

Notes to Table No. 2-B:

The average Gross Sales for the top 50% of Centers open a minimum of one calendar year is \$685,6054 with \$162,475 Cost of Goods Sold, and \$523,160 Gross Profit.

The average Gross Sales for the bottom 50% of Centers open a minimum of one calendar year is \$447,389 with \$96,791 Cost of Goods Sold, and \$341,291 Gross Profit.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

**Some Outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.**

Other than the preceding financial performance representations, Tint World, LLC does not make any financial performance 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 Charles J. Bonfiglio, CEO, 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487 or by calling (561) 353-1050, or the Federal Trade Commission, and the appropriate state regulatory agencies.

**Item 20**

**OUTLETS AND FRANCHISEE INFORMATION**

TABLE NO. 1  
USA SYSTEM-WIDE 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 (U.S.)	2022	84	101	+17
	2023	101	126	+25
	2024	126	140	+14
Company (U.S.)	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
<b>Total (U.S.)</b>	2022	84	101	+17
	2023	101	126	+25
	2024	126	139	+13

**CANADA AND INTERNATIONAL SYSTEM-WIDE 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 (Canada)	2022	4	6	+2
	2023	6	5	-1
	2024	5	5	0
Company (Canada)	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Franchised (UAE / Saudi Arabia)	2022	2	2	0
	2023	2	2	0
	2024	2	2	0
Company (UAE / Saudi Arabia)	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
<b>Total (Canada / International)</b>	2022	6	8	+2
	2023	8	7	-1
	2024	7	7	0

TABLE NO. 2  
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS  
(OTHER THAN FRANCHISOR OR AN AFFILIATE) FOR YEARS 2022 TO 2024

State	Year	Number of Transfers
Alabama	2022	0
	2023	1
	2024	1
Alaska	2022	0
	2023	0
	2024	0
Arizona	2022	0
	2023	0
	2024	2
Arkansas	2022	0
	2023	0

State	Year	Number of Transfers
	2024	0
California	2022	0
	2023	3
	2024	1
Colorado	2022	0
	2023	1
	2024	1
Connecticut	2022	0
	2023	0
	2024	1
Delaware	2022	0
	2023	1
	2024	0
Florida	2022	0
	2023	3
	2024	2
Georgia	2022	0
	2023	0
	2024	1
Hawaii	2022	0
	2023	0
	2024	0
Idaho	2022	0
	2023	0
	2024	0
Illinois	2022	0
	2023	1
	2024	1
Indiana	2022	0
	2023	0
	2024	2
Iowa	2022	1
	2023	0
	2024	0
Kansas	2022	0
	2023	0
	2024	0
Kentucky	2022	0
	2023	0
	2024	0
Louisiana	2022	0
	2023	0
	2024	0
Maine	2022	0
	2023	0
	2024	0
Maryland	2022	0
	2023	0
	2024	1
Massachusetts	2022	0
	2023	0
	2024	0

State	Year	Number of Transfers
Michigan	2022	0
	2023	0
	2024	0
Minnesota	2022	0
	2023	0
	2024	0
Mississippi	2022	0
	2023	0
	2024	0
Missouri	2022	0
	2023	0
	2024	0
Montana	2022	0
	2023	0
	2024	0
Nebraska	2022	0
	2023	0
	2024	0
Nevada	2022	0
	2023	0
	2024	0
New Hampshire	2022	0
	2023	0
	2024	0
New Jersey	2022	0
	2023	0
	2024	2
New Mexico	2022	0
	2023	0
	2024	0
New York	2022	0
	2023	1
	2024	0
North Carolina	2022	1
	2023	4
	2024	2
North Dakota	2022	0
	2023	0
	2024	0
Ohio	2022	0
	2023	0
	2024	0
Oklahoma	2022	0
	2023	0
	2024	0
Oregon	2022	0
	2023	0
	2024	0
Pennsylvania	2022	0
	2023	0
	2024	0

State	Year	Number of Transfers
Rhode Island	2022	0
	2023	0
	2024	0
South Carolina	2022	0
	2023	0
	2024	0
South Dakota	2022	0
	2023	0
	2024	0
Tennessee	2022	1
	2023	0
	2024	1
Texas	2022	1
	2023	4
	2024	3
Utah	2022	0
	2023	0
	2024	0
Vermont	2022	0
	2023	0
	2024	0
Virginia	2022	1
	2023	1
	2024	0
Washington	2022	0
	2023	0
	2024	0
West Virginia	2022	0
	2023	0
	2024	0
Wisconsin	2022	0
	2023	0
	2024	0
Wyoming	2022	0
	2023	0
	2024	0
<b>Total (U.S.)</b>	2022	5
	2023	20
	2024	21

TABLE NO. 3  
STATUS OF FRANCHISED OUTLETS FOR YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Alabama	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
Alaska	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Arizona	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
Arkansas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
California	2022	6	1	0	0	0	0	7
	2023	7	2	0	0	0	1	8
	2024	8	2	0	0	0	0	10
Colorado	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
Connecticut	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	1	0	0	0	0	3
Delaware	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Florida	2022	15	3	0	0	0	0	18
	2023	18	3	0	0	0	0	21
	2024	21	1	0	0	0	0	22
Georgia	2022	6	2	0	0	0	0	8
	2023	8	1	0	0	0	0	9
	2024	9	1	0	0	0	0	10
Hawaii	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Idaho	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Illinois	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	1	3
Indiana	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Iowa	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Kansas	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Kentucky	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Louisiana	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Maine	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
	2024	0	0	0	0	0	0	0
Maryland	2022	2	0	0	0	0	0	2
	2023	2	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1
Massachusetts	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Michigan	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Minnesota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Mississippi	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Missouri	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Montana	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Nebraska	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Nevada	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New Hampshire	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New Jersey	2022	1	0	0	0	0	0	1
	2023	1	2	0	0	0	0	3
	2024	3	0	0	0	0	0	3
New Mexico	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
New York	2022	4	1	0	0	0	1	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	5
North Carolina	2022	6	0	0	0	0	0	6
	2023	6	3	0	0	0	0	9
	2024	9	0	1	0	0	0	8
North Dakota	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Ohio	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Oklahoma	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
	2024	0	1	0	0	0	0	1
Oregon	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Pennsylvania	2022	1	2	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Rhode Island	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
South Carolina	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
South Dakota	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Tennessee	2022	4	1	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	0	6
Texas	2022	17	3	0	0	0	1	19
	2023	19	5	0	0	0	0	24
	2024	24	1	0	0	0	0	25
Utah	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Vermont	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Virginia	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Washington	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
West Virginia	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Wisconsin	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Wyoming	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
<b>Total (U.S.)</b>	2022	84	18	1	0	0	1	101
	2023	101	26	1	0	0	1	126
	2024	126	15	1	0	0	1	139

*(The rest of the page is intentionally blank)*

TABLE NO. 4  
STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Alabama Wyoming Inclusive	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
<b>Total</b>	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

TABLE NO. 5  
PROJECTED OPENINGS AS OF DECEMBER 31, 2024

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Current Fiscal Year 2024	Projected New Company Owned Outlets in the Current Fiscal Year 2024
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	1	0
Arkansas	0	0	0
California	9	4	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	9	5	1
Georgia	4	3	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	1	1	0
Indiana	3	2	0
Iowa	0	1	0
Kansas	0	0	0
Kentucky	2	1	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	1	1	0
Massachusetts	4	1	0
Michigan	0	1	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	2	1	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	2	0
New Hampshire	0	0	0
New Jersey	7	3	0
New Mexico	1	1	0
New York	1	1	0
North Carolina	7	2	0
North Dakota	0	0	0

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Current Fiscal Year 2024	Projected New Company Owned Outlets in the Current Fiscal Year 2024
Ohio	2	2	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	3	2	0
Texas	8	5	0
Utah	0	0	0
Vermont	0	0	0
Virginia	2	2	0
Washington	1	1	0
West Virginia	0	0	0
Wisconsin	1	1	0
Wyoming	0	0	0
<b>Total</b>	68	44	1

Exhibit I-1 lists the names of all of our operating franchisees and the addresses and telephone numbers of their Centers as of December 31<sup>st</sup>, 2024. Exhibit I-2 lists the franchisees who have signed Franchise Agreements for Centers which were not yet operational as of December 31<sup>st</sup>, 2024. Exhibit I-3 lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. Exhibit I-4 lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who have self-terminated un-opened licenses, or otherwise voluntarily or involuntarily cancelled the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise System.**

During the last three fiscal years, we have signed confidentiality clauses with current and former franchisees which would restrict them from speaking openly with you about their experience with us.

*(The rest of the page is intentionally blank)*

**Item 21**

**FINANCIAL STATEMENTS**

Exhibit G contains our audited financial statements for the fiscal years ending December 31, 2022, December 31, 2023, and December 31, 2024.

**Item 22**

**CONTRACTS**

The following agreements are exhibits:

Exhibit B	Franchise Agreement
Exhibit C	Multi-Unit Development Agreement
Exhibit D	Lease Agreement Addendum
Exhibit E	Sales Agreement Addendum
Exhibit F	Renewal-Resale-Termination Mutual Release Agreement
Exhibit J	State Addenda
Exhibit L	State Effective Dates

**Item 23**

**RECEIPTS**

Exhibit M contains a detachable document acknowledging your receipt of this disclosure document. Please sign it, date it as of the date you receive the disclosure document and return it to us. Exhibit K contains a detachable fully refundable deposit receipt to move forward with purchasing a franchise(s). Please sign it, date it, and check the number of franchises you want to move forward with purchasing and return it to us with the appropriate deposit funds for the franchise(s). Exhibit M contains a duplicate copy of the receipt attached for your records.

**EXHIBIT A**

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

**Directory of Franchise Regulators**

***FEDERAL:***  
**FEDERAL TRADE COMMISSION**

Division of Marketing Practices Seventh and Pennsylvania Avenues, N.W.

Room 238  
Washington, D.C. 20580  
202-326-2970

We may register this disclosure document as a “franchise” in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state:

***STATE:***

**Directory of State Franchise Regulators**

**CALIFORNIA**

Department of Financial Protection and Innovation  
2101 Arena Blvd  
Sacramento, CA 95834  
(916) 445-7205  
(866) 275-2677  
  
320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, CA 90013

**FLORIDA**

State Department of Agriculture and Consumer Services  
P.O. Box 6700  
Tallahassee, FL 32314-6700  
(850) 410-3754

**HAWAII**

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

**ILLINOIS**

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

**Agents Authorized to Receive Process**

**CALIFORNIA**

Department of Financial Protection and Innovation  
2101 Arena Blvd  
Sacramento, CA 95834  
  
320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, CA 90013

**HAWAII**

Commissioner of Securities  
Department of Commerce and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, HI 96813

**ILLINOIS**

Franchise Division Office of the Attorney General  
500 South Second Street  
Springfield, IL 62706

**Directory of State Franchise Regulators**

**INDIANA**

Franchise Division Office of Secretary of State  
302 W. Washington St., Rm. E111  
Indianapolis, IN 46204  
(317) 232-6681

**Directory of State Franchise Regulators**

**MARYLAND**

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

**MICHIGAN**

Consumer Protection Division, Franchise Section  
PO Box 30213  
Lansing MI 48909  
(517) 373-7117

**MINNESOTA**

Minnesota Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, MN 55101-2198  
(651) 296-4026

**NEW YORK**

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

**NORTH DAKOTA**

Franchise Division, Securities Department  
600 East Boulevard, 5<sup>th</sup> Floor, Dept. 414  
Bismarck, ND 58505  
(701) 328-4712

**OREGON**

Corporate Securities Section Dept. of Insurance & Finance  
Labor & Industries Bldg.  
Salem, OR 97310  
(503) 378-4387

**Agents Authorized to Receive Process**

**INDIANA**

Franchise Division Office of Secretary of State  
302 West Washington St., Room E111  
Indianapolis, IN 46204

**Agents Authorized to Receive Process**

**MARYLAND**

Maryland Securities Commissioner  
200 Saint Paul Place  
Baltimore, MD 21202-2020

**MINNESOTA**

Minnesota Commissioner of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, MN 55101

**NEW YORK**

New York Secretary of State  
99 Washington Avenue  
Albany, NY 12231

**NORTH DAKOTA**

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

**Directory of State Franchise Regulators**

**SOUTH DAKOTA**

Department of Labor and Regulation, Division of Securities  
124 South Euclid, Suite 104  
Pierre, SD 57501  
(605) 773-4823

**TEXAS**

Secretary of State  
P.O. Box 12887 Austin, TX 78711-2887  
(512) 463-5701

**VIRGINIA**

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

**WASHINGTON**

Department of Financial Institutions  
Securities Division  
P.O. Box 9033  
Olympia, WA 98507  
(360) 902-8700

**WISCONSIN**

Department of Financial Institutions  
Division of Securities  
345 West Washington Ave., 4<sup>th</sup> Floor  
Madison, WI 53703  
(608) 266-3364

**CANADA**

Director of Franchises  
Alberta Securities Commission Agency  
21<sup>st</sup> Floor 10025 Jasper Avenue  
Edmonton, Alberta T5J 3Z5

**Agents Authorized to Receive Process**

**SOUTH DAKOTA**

Department of Labor and Regulation Division of Securities  
124 South Euclid, Suite 104  
Pierre, SD 57501

**VIRGINIA**

State Corporation Commission  
1300 E. Main St. 9<sup>th</sup> Floor  
Richmond, VA 23219

**WASHINGTON**

The Department of Financial Institutions  
150 Israel St. SW  
Tumwater, WA 98501  
(360) 902-8760

**WISCONSIN**

Department of Financial Institutions  
345 West Washington Ave., 4<sup>th</sup> Floor  
Madison, WI 53703

EXHIBIT B



## **FRANCHISE AGREEMENT**

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**TINT WORLD, LLC**  
1000 Clint Moore Road, Suite 110  
Boca Raton, FL 33487

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**FRANCHISEE OWNERS**

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**CENTER NUMBER**

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**TINT WORLD, LLC  
FRANCHISE AGREEMENT**

**PARTIES**

**THIS AGREEMENT** (the “Agreement”) is made by and between Tint World, LLC, a Florida Limited Liability Company, with its principal place of business located at 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487 (hereinafter referred to as “Franchisor”), on the first part, and the corporate entity and/or person(s) signing this Agreement as Franchisee (hereinafter referred to as “Franchisee”), and, as applicable, those person(s) individually signing this Agreement as owners and guarantors of Franchisee (hereinafter, individually, jointly, severally, and collectively referred to as “Owner(s)”), on the second part, and is made and entered into as of the date (the “Effective Date”) with the effective date appearing below Franchisor’s signature line at the end of this Agreement (the “Agreement”) and the parties agree as follows:

**RECITALS**

**WHEREAS**, Franchisor has developed, grants, and licenses the formats, systems, methods, procedures, and standards to others (“Tint World® Franchisees”) the right to establish, develop, open, and operate a retail center based business (a “Tint World® Center”) that offers, provides, and specializes in the retail sale and installation of window tinting, protective film, vehicle wraps, audio and electronics, security systems, car and truck accessories, wheels and tires, detailing and ceramic coating, maintenance, repair, and installation services, and other products and services that Franchisor authorizes and as Franchisor may modify from time-to-time (the “Authorized Products and Services”) from a fixed-location Tint World Center location (the “Center Location”);

**WHEREAS**, Subject to System Standards (defined below) as designated, specified, modified, and amended by Franchisor from time to time, Authorized Products and Services may include mobile services requiring use of a branded and wrapped service vehicle (each a “Service Vehicle”) used to provide marine, residential, and commercial window film installation and protective coating services, decorative film, perforated film, custom design window and wall graphics, product maintenance, repair, and installation services, and other products and services provided on-site at customer locations within Franchisee’s Designated Territory (“Mobile Services”);

**WHEREAS**, Mobile Services are not a part of the Authorized Products and Services unless specifically authorized and agreed to by Franchisor as evidenced by Franchisor and Franchisee’s execution of the Mobile Services Addendum attached to this Agreement as Exhibit E;

**WHEREAS**, Franchisor is the licensor of certain trade names, trademarks, logos, service marks and other property in connection with the operation of Tint World® Centers and has developed expertise, (“Confidential Information”) and unique, distinctive and comprehensive business methods and systems (the “System”) that Franchisor may improve or otherwise change from time to time, for the establishment and operation of Tint World® Centers, for the promotion and identification of the Mark Tint World® and stylized logo, and for the sale of products and services at Tint World® Centers;

**WHEREAS**, a result of Franchisor’s investment of time, skill, effort and money, Franchisor has devised a uniform System of standards, specifications and operating procedures (the “System Standards”) for the establishment and operation of Tint World® Centers; including equipment and inventory; products and services; software and computer programs; websites, online stores, and booking system (the “System Website”); customer service standards; quality control; advertising promotional programs and marketing techniques; training and ongoing operational assistance; procedures for relationships with vendors; and other related benefits for use of Franchisee under the Names and Marks, all of which may be changed, improved, and further developed by Franchisor from time to time;

**WHEREAS**, Franchisor identifies its System by means of certain distinctive appearance and characteristics of the exterior and interior design, décor and color scheme layouts, and identification schemes (collectively, the “Trade Dress”); trade names, service marks, trademarks, logos, emblems, and other indicia of origin, including but not limited to the mark “Tint World®” and such other trade names, service marks, trademarks and trade dress as are now designated (and may hereafter be designated by Franchisor in writing) for use in connection with its System (the “Names and Marks”);

**WHEREAS**, Franchisor continues to develop, use, and control the use of such Names and Marks to identify for the public the source of services and products marketed thereunder and under its System, and to represent the System’s high standards of consistent quality, appearance, and service;

**WHEREAS**, Franchisor has established substantial goodwill and business value in its Names and Marks, expertise, and System;

**WHEREAS**, Franchisee desires to obtain a franchise from Franchisor for the right to use the “Names and Marks” and the expertise for operating a Tint World<sup>®</sup> Center and to obtain the benefits and knowledge of Franchisor’s System including, but without limitation, business design, operating methods, product preparation, advertising, sales techniques and materials, signs, personnel management, control systems, bookkeeping and accounting methods, and in general a style, method and procedure of business operation utilizing the Names and Marks as a Franchisee of Franchisor;

**WHEREAS**, Franchisee recognizes the benefits to be derived from being identified with and licensed by Franchisor and Franchisee understands and acknowledges the importance of Tint World<sup>®</sup>’s high standards of quality, cleanliness, appearance, service, and the necessity of operating the Tint World<sup>®</sup> Center in conformity with Tint World<sup>®</sup> standards and specifications; and

**WHEREAS**, Franchisee and Franchisor acknowledge it’s shared commitment to the common goals of enhancing customer goodwill towards the Marks to strengthen the business of Tint World<sup>®</sup> and to expanding the chain of Tint World<sup>®</sup> Centers. Franchisee and Franchisor further acknowledge that the success of achieving these common goals is dependent on Franchisor and Franchisee’s working together in a spirit of mutual respect and cooperation. In accordance with that spirit, Franchisor has developed this form of franchise agreement. The provisions of this Agreement are based on the guiding principles that: (a) Franchisor should respect Franchisee’s interest in the going concern value of Franchisee’s business; and (b) Franchisee should respect Franchisor’s ownership of the System, including the Marks, trade secrets, Confidential Information and the associated good will, and Franchisor’s rights to determine the nature and quality of Products and Services sold under the Marks, to control the manner in which the Marks are used, to enforce System standards and to manage the System. Franchisee understands the terms of this Agreement and accepts them as being reasonably necessary for Franchisor to maintain the uniformity of Tint World<sup>®</sup>’s high quality standards at all Tint World<sup>®</sup> Centers and to protect the goodwill of the Marks and the integrity of the System.

## **DEFINITIONS**

The terms listed below have meanings which follow them or have the meanings which are set out in the referenced Section and include the plural as well as the singular. Other terms are defined elsewhere in this Agreement in the context in which they arise.

- (1) “Affiliate” – Any person or entity that directly or indirectly owns or controls the reference party that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party.
- (2) “Effective Date” – See Preamble.
- (3) “Extension Fee” – See Section XII.D.
- (4) “Alternative Channels of Distribution” – Include all retail and wholesale channels of distribution and sales occurring through means other than a fixed location Tint World<sup>®</sup> Center and which may include without limitation internet, catalog, telemarketing, and direct marketing generated, solicited, and/or facilitated sales.
- (5) “Annual Administrative Expense” – See Section X.B.
- (6) “Approved Supplier” – A supplier of equipment, products, supplies, or services who Franchisor has approved and whose equipment, products, supplies, or services Franchisor authorizes and uses in training programs and the Operations Manual to demonstrate and teach techniques in performing services associated with Authorized Products and Services.
- (7) “Authorized Products and Services” or “Approved Products and Services” – See Section XII.N.
- (8) “Competitive Business” or “Competitor” – See Section XVI.C.
- (9) “Confidential Information” – See Section XVI.A.

- (10) “Contact Center” – Means any and all organized communication systems and methods approved by Franchisor by which an individual (referred to as a “prospective customer”) attempts to contact and/or communicate with a Franchisor designated corporate representative, a System customer service representative and/or a Tint World® Business. Franchisor, at Franchisor’s election and determination, maintains sole discretion to manage, control and coordinate all Contact Center communications for purposes that, at Franchisor’s discretion initiate, discontinue, manage, control and coordinate all Contact Center communications for purposes that, at Franchisor’s discretion, may include: (a) receiving and responding to telephone calls from prospective customers; (b) receiving and responding to telephone calls from prospective customers attempting to contact a System representative; (c) receiving and responding to telephone calls, emails, web chats, web contacts, lead generation source contacts and other contacts that Franchisee may receive from prospective customers, current customers and former customers of the Tint World® Business; (e) to individually and/or collectively process, schedule, reschedule, book and/or monitor service appointments with customers and prospective customers of the Tint World® Business; and/or (f) to individually and/or collectively process and respond to complaints and/or additional inquiries from customers or prospective customers of the Tint World® Center.
- (11) “Contact Center Fees” – See Section X.J.
- (12) “Contact Center Rate” – See Section X.J.
- (13) “Contact Center Services” – Refers to and means any and all services offered and provided by Franchisor and/or required by Franchisor in connection with Franchisor’s management and operation of Contact Center. Franchisor, in Franchisor’s discretion, shall determine, from time to time, the services that may or may not be included in the Contact Center Services and what activities and actions may be delegated to franchisees and/or may be required to be performed directly by each respective Franchisee at each Franchisee’s sole cost and expense separate and apart from the Contact Center Fees. Franchisee agrees that under no circumstance is Franchisor responsible for the conversion of customers or potential customers for the Tint World® Business and in no event does Franchisor represent nor warranty revenue and/or converted customers that will or may be derived as a result of the Contact Center Services.
- (14) “CPI” – The index number in the table relating to “Consumer Price Index – United States City Average, All Items, for Urban Wage Earners and Clerical Workers” as presently published in the “Monthly Labor Review” of the Bureau of Labor Statistics for the United States Department of Labor (the “Bureau”). In the event the Bureau ceases publishing the Consumer Price Index or materially changes the methods of its computation or other features of it, we may substitute comparable statistics on the purchasing power of the consumer dollar published by the Bureau, another governmental agency or a responsible financial periodical or recognized authority to be chosen by Franchisor.
- (15) “Corporate Accounts Program” – See Section IV.B.
- (16) “Designated Area” – A geographical market area where the Franchisor grants Franchisee the right to propose a site location for its Center Location, and is subject to Franchisor’s written approval.
- (17) “Designated Supplier” – A supplier of equipment, products, supplies, or services who Franchisor has approved and requires Franchisee to use for such purchases for certain equipment, products, supplies, or services designated by Franchisor in the Operations Manual in performing services associated with Authorized Products and Services.
- (18) “Designated Territory” – See Section VI.B.
- (19) “Franchisee” – See Preamble.
- (20) “Franchisee’s Center” – See Section V.
- (21) “Franchisor” or “Tint World®” – See Preamble.
- (22) “Gross Revenues” or “Gross Sales” – See Section X.F.
- (23) “Immediate Family” – Spouse, parents, brothers, sisters, and children, whether natural or adopted.

- (24) “Market Area” – The MSA, PMSA, NECMA, county parish or other corresponding geographical area used by the U.S. Census Bureau and as described in Section VI.
- (25) “Marks” – Franchisor’s current and future trademarks, service marks and trade dress, including the mark Tint World® that Franchisor authorizes Tint World® Franchisees to use.
- (26) “Mobile Services” – See Preamble.
- (27) “NAF” – See Section X.B.
- (28) “National Account(s)” – A customer or potential customer of Tint World® Centers that maintains operations, locations, and/or the need for Approved Products and Services on a regional or national basis at various locations and throughout multiple jurisdictions that may or may not include Franchisee’s Designated Territory. The Franchisor, in Franchisor’s discretion, may designate and determine customers that qualify as Corporate Accounts.
- (29) “Opening Date” – See Section IX.A.
- (30) “Operating Partner” – See Section XII.I.
- (31) “Operations Manual” – See Section XII.A.
- (32) “Operations Non-Compliance Fee” – See Section X.
- (33) “Owner” – See Section XII.V.
- (34) “Center Location” – The fixed retail location and premises of Franchisee’s Tint World® Center – See Section VI.
- (35) “Proprietary Authorized Products and Services” – See Section XII.N.
- (36) “Specialty Outlet(s)” – A wholesale or retail store or mobile unit, outlet, or chain that offers and sells products and services under a principal or primary trademark different from that of a Tint World® Center and that offers and provides services and products that may include but go beyond the scope of the Approved Products and Services. Specialty Outlets will not and cannot be primarily identified by the Marks but may be co-branded with the Marks or feature the Marks as a sub-brand or co-brand.
- (37) “System” – The business methods, system designs and arrangements for developing and operating Tint World® Centers that include the Mark; Trade Dress; the Confidential Information; standards and specifications for equipment; products and services; product and service standards; training and assistance; advertising and promotional programs; and certain operations and business standards and policies related to the development and operations of Tint World® Centers as designed and specified by Franchisor and/or in the Operations Manual and as may be added to, modified, amended, and/or withdrawn by Franchisor from time to time and in Franchisor’s discretion.
- (38) “System Standards” – See preamble.
- (39) “Term” – See Section VII.A.
- (40) “Tint World® Centers”, “Centers”, “Stores” or “Businesses” – The Franchises that Franchisor operates or that Franchisor grants others the right to operate, and which offer and sell Authorized Products and Services using the Marks and the System.
- (41) “Tint World® Center”, “Center”, “Store” or “Business” – The Franchise License Agreement of Franchisee’s Business.
- (42) “Transfer” – The term Transfer means and shall include, without limitation, the following, whether voluntary or involuntary, conditional or unconditional, and/or direct or indirect: (a) an assignment, sale, gift, transfer, pledge or sub-franchise; (b) the grant of a mortgage, charge, lien or security interest, including, without limitation, the grant

of a collateral assignment; (c) a merger, consolidation, exchange of shares or other ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or redemption of ownership interests; (d) a sale or exchange of voting interests or securities convertible to voting interests, or an agreement granting the right to exercise or control the exercise of the voting rights of any holder of ownership interests or to control the operations or affairs of Franchisee; and/or (e) the legal and/or equitable transfer and/or sale of an Owners interests and/or voting rights in Franchisee.

(43) “Transfer of the Franchise” – See Section XXII.A.

(44) “Service Vehicle” – See Preamble.

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

**I. FRANCHISEE’S ACKNOWLEDGEMENT OF BUSINESS RISK AND ABSENCE OF GUARANTEE**

Franchisee (and each Owner partner or shareholder if Franchisee is a partnership or corporation) hereby represents that he or she has conducted an independent investigation of the Franchisor’s business and System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will depend upon Franchisee’s abilities as an independent businessperson. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business contemplated by this Agreement.

**II. FRANCHISEE’S ACKNOWLEDGEMENTS CONCERNING RECEIPT AND THOROUGH EVALUATION OF AGREEMENT**

Franchisee acknowledges having received, read, and understood this Agreement, including the Franchise Disclosure Document and attachments thereto. Franchisee further acknowledges that Franchisor has accorded Franchisee ample time and opportunity to consult with independent legal counsel and other advisors of its own choosing concerning the potential benefits and risks of entering into this Agreement. Franchisee further acknowledges that it has received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission, entitled “Franchise Disclosure Document,” at least 14 days prior to the date on which this Agreement was executed. If the franchised business is to be located in Illinois, Iowa, Maine, Maryland, Nebraska, New York, Oklahoma, Rhode Island or South Dakota, Franchisee acknowledges that it has received the Franchise Disclosure Document either at the first personal meeting to discuss the franchise, but no later than 10 business days before signing a binding agreement with or making payment to Franchisor or an Affiliate with regard to the franchise sale.

Franchisee acknowledges that it has read and understands this Agreement, the Attachments hereto, and any agreements relating thereto, and that Franchisee has been advised by a representative of Franchisor to consult with an attorney or advisor of Franchisee’s own choosing about the potential benefits and risks of entering into this Agreement prior to its execution.

Franchisee acknowledges that any statements, oral or written, by Franchisor or its agents preceding the execution of this Agreement were for informational purposes only and do not constitute any representation or warranty by Franchisor. The only representations, warranties and obligations of Franchisor are those specifically set forth in the Franchise Disclosure Document and this Agreement. Franchisee must not rely on, and the parties do not intend to be bound by, any statement or representation not contained therein.

Franchisee acknowledges that Franchisor will not provide or designate locations for Franchisee, will not provide financial assistance to Franchisee, and has made no representation that it will buy back from Franchisee any products, supplies or equipment purchased by Franchisee in connection with the Tint World® Center.

**III. ACTUAL, AVERAGE, PROJECTED OR FORECASTED FRANCHISE SALES, PROFITS OR EARNINGS**

The Franchisor does not make or present and has not prepared any “Financial Performance Representations” other than as contained in Item 19 of the Franchise Disclosure Document. The Financial Performance Representation contained in the Franchise Disclosure Document is the only statement of sales, profits, or earnings that the Franchisee may rely upon.

Franchisee, and each party executing this document hereto, acknowledges that Franchisor, itself or through any officer, director, employee or agent, has not made, and Franchisee has not received or relied upon, any oral or written, visual, express or implied information, representations, assurances, warranties, guarantees, inducements, promises or agreements concerning the actual, average, projected or forecasted franchise sales, revenues, profits, earnings or likelihood of success that Franchisee might expect to achieve from operating the Tint World® Center, except as set forth in Item 19 of the Franchise Disclosure Document reviewed by Franchisee and its representatives, which accompanied the first copy of this Franchise Agreement.

#### **IV. INDEPENDENT CONTRACTOR**

##### **A. Franchisee is an Independent Contractor**

During the term of this Agreement, and any renewals or extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating its Tint World® Center pursuant to a franchise agreement with Franchisor. Franchisee agrees to take such affirmative action as may be necessary, including, without limitation, exhibiting multiple public notices of that fact, the content and display of which Franchisor shall have the right to specify. For example, such notices shall be provided on invoices, letterhead, business cards, bank account names, bank checks, and signs at the place of business.

Nothing contained in this Agreement, or arising from the conduct of the parties hereunder, is intended to make either party a general or special agent, joint venture, partner, or employee of the other for any purpose whatsoever. Franchisee agrees to conspicuously identify itself in all dealings with customers, lessor, contractors, suppliers, public officials, employees, and others as the Owner of Franchisee's Tint World® Center and agrees to place such other notices of independent ownership at Franchisee's Tint World® Center and on forms, business cards, stationary, advertising, and other materials as Franchisor may require from time to time. Franchisor does not have any control over Franchisee's employees and Franchisee is required to obtain a statement from each employee that such employee is employed by Franchisee and not the Franchisor.

##### **B. Franchisor Is Not in A Fiduciary Relationship with Franchisee**

It is understood and agreed by Franchisor and Franchisee that neither this Agreement, the nature of the relationship of Franchisor and Franchisee nor the dealings of Franchisor and Franchisee to this Agreement will establish or create directly or indirectly, any fiduciary or similar relationship between Franchisor and Franchisee, and that nothing in this Agreement is intended to constitute either Franchisor or Franchisee as an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever.

It is understood and agreed that nothing in this Agreement authorizes Franchisee, and Franchisee shall have no authority, to make any contract, agreement, warranty, or representation on behalf of Franchisor, or to incur any debt or other obligation in Tint World®'s name; and that Franchisor shall in no event assume liability for, or be deemed liable hereunder or thereunder as a result of any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee in its conduct of Franchisee's Tint World® Center or for any claim or judgment arising therefrom against Franchisee or Franchisor. Franchisor will not be obligated by or have any liability under any agreements made by Franchisee with any third party or for any representations made by Franchisee to any third party. Franchisor shall not be obligated for any damages to any person or property arising directly or indirectly out of the operation of Franchisee's Tint World® Center hereunder.

#### **V. FRANCHISE GRANT**

Franchisor hereby grants to Franchisee the right, license, and privilege and Franchisee assumes the obligation to operate a single Tint World® Center ("Franchisee's Center") to use the System solely in connection therewith upon the terms and conditions contained in the Franchise Agreement. Franchisee hereby accepts a franchise under the terms and conditions set forth herein and assumes the obligation to operate a Tint World® Center with the right to use solely in connection therewith the Franchisor's Names and Marks, its advertising and merchandising methods, and Franchisor's System, as they may be changed, improved, and further developed from time to time, only at the Franchisor approved Center Location as set forth herein, and provided the Franchisee complies with the terms, provisions, and obligations set forth in this Agreement.

Except as otherwise expressly provided in this Agreement, Franchisor and its Affiliates reserve all of Franchisor's respective rights and discretion with respect to the Marks, the System and Tint World® anywhere in the world and the right to engage in any business whatsoever, including (a) the right to operate and grant others to operate, Tint World® Centers at such locations and on such terms and conditions as Franchisor deems appropriate, and (b) the right to acquire, merger or consolidate with, be acquired by, operate and/or expand other business.

#### **VI. DESIGNATED TERRITORY**

A. Selection of Location and Market Area for New Center

If Franchisee's Center Location is not selected prior to signing this Agreement by the parties, then the Center Location shall be entered in Schedule C at a later date, under the terms of this Agreement.

Subject to the terms of this Agreement, Franchisee is granted the right to operate a single Tint World® Center only at the Center Location that has been selected by Franchisee and that has been approved by Franchisor (the "Center Location"). Franchisee must develop and operate Franchisee's Tint World® Center, exclusively at Franchisee's approved Center Location and in accordance with the terms of this Agreement. Franchisee may not conduct business of Franchisee's Tint World® Center or use the System at any other location other than the accepted location which has been entered in Franchisee's Franchise Agreement or made part of, by an addendum attached to the Agreement. Franchisee shall not relocate the Tint World® Center without the express prior written consent of Franchisor.

If this Agreement is for a new Tint World® Center, Franchisee must secure a location for its Tint World® Center within the MSA, PMSA, NECMA, county, parish, or other corresponding geographical area used by the U.S. Census Bureau and referenced as the "Market Area" described above within one year after the Effective Date. The site constituting and comprising Franchisee's Center Location must conform to Franchisor's site selection criteria and requirements, and is subject to and requires Franchisor's written approval.

If Franchisee has not secured an approved location by Franchisor for Franchisee's Tint World® Center before signing this Agreement, Franchisor and/or its affiliates will provide Franchisee with assistance and general guidance during the site selection process as provided in the pre-opening manual (the "Pre-Opening Manual"), which Franchisor shall loan to Franchisee during the site selection process. Franchisee must use Franchisor's designated or approved real estate agents for the site selection. Franchisee is required to provide Franchisor with information about a proposed site, including a complete site analysis report, and other information that Franchisor requests for evaluating and/or approving a site. Franchisor does not have to consider a proposed site until all requested information is received by Franchisor. In approving or disapproving a site, Franchisor considers factors including general location, neighborhood, and the distance to other Tint World® Centers in the Market Area. Franchisee agrees to not execute a lease agreement or purchase contract for Franchisee's proposed Center Location, nor commit to any other binding obligation to occupy, or approve any proposed Center Location, until Franchisor has provided Franchisee with final written approval of the site location, and the lease agreement or purchase contract for the Center Location in accordance with Franchisor's standard procedures.

Upon Franchisor's approval of a suitable proposed site location, Franchisee must provide Franchisor with a copy of the final proposed lease agreement or purchase contract for the site for Franchisor's review and approval prior to execution. Franchisee must receive a final written approval from Franchisor before Franchisee signs a lease agreement or purchase contract for Franchisee's Center Location. Franchisee must provide Franchisor a copy of the pre-approved and fully executed lease agreement or purchase contract for Franchisee's proposed Center Location within 10 days of it being fully executed.

Once the Franchisee's proposed Center Location is approved by Franchisor, and Franchisee provides Franchisor a copy of the pre-approved fully executed lease agreement or purchase contract for the proposed Center Location, Franchisor and Franchisee will complete and sign Schedule C of the Franchise Agreement designating the approved "Center Location" for Franchisee's Tint World® Center. Franchisor shall deliver a fully executed copy of Schedule C and Schedule D of the Franchise Agreement to Franchisee after the Opening Date, within 30 days of Franchisee's written request.

Franchisor and/or its affiliates' assistance and general guidance during the site selection process with guidelines and requirements, lease agreement or purchase contract negotiations, or approval of the Center Location or the lease agreement or purchase contract, nor any information Franchisor may impart to Franchisee about the Center Location, shall constitute a warranty or representation of any kind, express or implied, that Franchisee's Tint World® Center will be profitable or successful. Franchisor's approval of Franchisee's Center Location merely signifies that Franchisor authorizes Franchisee to operate a Tint World® Center at that site. Franchisee is solely responsible for the selection of an appropriate site for Franchisee's Tint World® Center. Franchisee agrees that Franchisor shall not and does not possess any liability to Franchisee or anyone in connection with site selection assistance or guidance, or the approval or disapproval of a proposed Center Location or lease agreement or purchase agreement related to a Center Location.

B. Territorial Protection

Once Franchisee's Center Location has been designated by Franchisee and has received Franchisor's written approval, Franchisee will be granted a designated territory (the "Designated Territory"). Provided that Franchisee is and remains in compliance with the terms of this Agreement and subject to Franchisor's reserved rights as set forth in this Agreement and this Section VI(B), Franchisor agrees that Franchisor will not locate nor license another franchisee or third-party the right to physically locate the Center Location of another Tint World® Center within Franchisee's Designated Territory. The Designated Territory granted under this Agreement does not in any way grant or imply any other area, market, development, or territorial rights to Franchisee, except as expressly provided above in this Section. The continuation of Franchisee's Business is not specifically dependent upon the penetration of the potential market or any sales performance target, although, in the future, Franchisor may establish performance standards and requirements for any national or commercial accounts for the Tint World® System. Those standards and requirements will be communicated to Franchisee through the Operating Manual or otherwise in writing. Without limitation to the foregoing, Franchisee agrees that if Franchisee is not approved and authorized by Franchisor to provide Mobile Services within Franchisee's Designated Territory as evidenced by Franchisor and Franchisee's mutual execution of the Mobile Services Addendum and Franchisee's compliance with the terms and provisions of the Mobile Services Addendum, that Franchisor may, to the exclusion of Franchisee, grant to any third-party the license and right to offer and provide Mobile Services under the System and within Franchisee's Designated Territory.

If, as evidenced by Franchisor and Franchisee's mutual execution of the Mobile Services Addendum and Franchisee's compliance with same, Franchisee is authorized by Franchisor to offer and provide Mobile Services, such Mobile Services shall be limited to Franchisee's Designated Territory and shall pertain to automotive car dealerships, trade accounts, marinas, residential, commercial, and other accounts located within Franchisee's Designated Territory and otherwise satisfying Franchisor's System Standards and, as to Mobile Services

Notwithstanding anything contained in this Agreement to the contrary, Franchisor and its affiliates reserve all of their respective rights and discretion with respect to the Marks, the System and Tint World® anywhere in the world and, except to the extent expressly limited by the terms of this Agreement, the right to engage in any business whatsoever.

Without limiting the foregoing, Franchisor, on behalf of itself, its affiliates, and assigns, retains all rights, on any and all terms and conditions that Franchisor deems advisable and without any compensation or consideration to Franchisee, to engage in the following activities: (i) operate and grant to others the right to develop and operate Tint World® Centers and provide Mobile Services using the System and Marks outside Franchisee's Designated Territory, as Franchisor deems appropriate and irrespective of the proximity to Franchisee's Designated Territory; (ii) develop, acquire, be acquired by, merge with, or otherwise affiliate with, one or more businesses of any kind, including Competitive Businesses, and businesses that offer and sell products and services that are the same as, or similar to the Approved Products and Services, and after such development, acquisition, merger or affiliation, to develop, own and operate and to franchise or license others to develop, own and operate and to continue to develop, own and operate such businesses of any kind, even if such business or businesses presently or, in the future, is a Competitive Business and/or offers and sells competitive products and services that are the same as or similar to the Approved Products and Services (but not utilizing the Marks) and that is located within and/or provides competitive products and services within Franchisee's Designated Territory; (iii) operate and grant to others the right to develop and operate Tint World® Centers and/or licensed outlets using the System and Marks within Specialty Outlets located within Franchisee's Designated Territory; (iv) use the Marks and System to sell or distribute products and services offered and sold by Centers or products and services that are the same as or similar to the Approved Products and Services in Alternative Channels of Distribution within Franchisee's Designated Territory; (v) sell or distribute, without using the Marks, products and/or services that are the same as or similar to the Approved Products and Services, within Franchisee's Designated Territory; (vi) use the Marks and System to offer, sell, and provide the Approved Products and Services or products and services similar to the Approved Products and Services to or on behalf of Corporate Accounts within Franchisee's Designated Territory; (vii) operate and grant to others the right to offer, develop, and provide Mobile Services within Franchisee's Designated Territory unless, Franchisor has otherwise authorized Franchisee to provide Mobile Services and provided that Franchisee offers and provides Mobile Services in accordance with System Standards as designated by Franchisor; (viii) use the Marks and System and franchise, license, and/or grant others the right to use the Marks and System, to engage in all other activities not expressly prohibited by the Franchise Agreement; and (ix) engage in all other activities not expressly prohibited by the Franchise Agreement.

Franchisee agrees that, as to Franchisee's Designated Territory, if Franchisor establishes or designates a Corporate Accounts Program ("Corporate Accounts Program") where Franchisor designates or engages in a contract or service agreement with a National or Fleet Account, Franchisor will offer to Franchisee the opportunity to participate in the Corporate Accounts Program under the guidelines, terms, and rules that Franchisor develops from time to time and subject

to the pricing criteria, service charges, and requirements that Franchisor designates in Franchisor's sole discretion. As to Franchisee's Designated Territory, Franchisee will have an option to refuse to participate in Corporate Accounts Programs, but if Franchisee refuses or declines to participate, Franchisee agrees that Franchisor can service the Corporate Accounts in Franchisee's Designated Territory or authorize others, including other Tint World® Centers and/or System franchisees, to perform work for the Corporate Accounts without any compensation to Franchisee. All pricing and fees charged in connection with Corporate Accounts will be at rates and terms negotiated and determined by Franchisor.

Franchisee acknowledges and agrees that if Franchisor approves Franchisee to offer and provide Mobile Services, Franchisee must strictly comply with Franchisor's Mobile Services policies and operational requirements that include, participation in Franchisor's Call Center Services, licensing Franchisor's Mobile Services software license systems, and maintenance of Franchisor's System standards and specifications relating to training and maintaining dedicated employees and team members ready to perform and provide the Mobile Services. Franchisee acknowledges and agrees that if Franchisee does not elect to provide Mobile Services within Franchisee's Designated Territory or in compliance with Franchisor's System requirements, Franchisor may authorize another System franchisee or Center to provide Mobile Services within Franchisee's Designated Territory.

Franchisee acknowledges and agrees that any failure by Franchisee to meet and/or satisfy, in any one instance, Franchisor's System Standards and requirements respecting Mobile Services shall entitle Franchisor, in Franchisor's sole discretion and without any compensation to Franchisee, to terminate any and all rights of Franchisee to offer and provide Mobile Services. Upon termination and/or revocation of Franchisee's right to offer and provide Mobile Services, Franchisor may authorize other System franchisees and/or Franchisor or Franchisor's designees to offer and provide Mobile Services within Franchisee's Designated Territory.

Additionally, Franchisor and its affiliates have the unrestricted right to advertise market and sell Tint World® Brand or Trademarked Products and make sales using the principal Marks within Franchisee's Designated Territory and in any area Franchisor and/or its affiliate chooses, including through retail and wholesale outlets, and through means of the internet, catalog sales, direct marketing, or any other means and/or alternative channels of distribution. This reserved right shall include, but not be limited to any and all products, goods, advertising items (including T-Shirts and Apparel) and any other items and paraphernalia, at Franchisor's sole discretion. Franchisor is not required to pay any compensation to Franchisee for these sales, which might come from Franchisee's Designated Territory.

#### C. Contact Center and Contact Center Services

Franchisee agrees that Franchisor, in Franchisor's sole discretion, may implement and require that Franchisee, at Franchisee's sole cost and expense, participate in utilizing the Contact Center and Contact Center Services designated by Franchisor and as may be modified by Franchisor from time to time. Franchisee agrees that a core and critical component to all Tint World® Businesses and Franchisee's Tint World® Business relates to and includes communications with customers and prospective customers, the scheduling and rescheduling of estimate appointments, the scheduling and rescheduling of service visits, responding to customer complaints and other customer communications. Franchisee agrees that Franchisee shall exclusively adopt and utilize only those Contact Centers designated and approved by Franchisor and that Franchisee shall exclusively adopt and utilize only Contact Center Services designated and approved by Franchisor of which Franchisor, and/or Franchisor's affiliates or designees may be the sole and exclusive supplier. Franchisee shall pay for all costs and expenses charged to Franchisee for Contact Center Services. Fees for Contact Center Services shall, in Franchisor's sole discretion, be exclusively determined by Franchisor in accordance with the terms of Section X.J. of this Agreement or as otherwise authorized by this Agreement.

#### D. Relocation of Center

If the lease or sublease for Franchisee's Center Location terminates prior to its expiration for reasons other than a default thereunder by Franchisee or expires without Franchisee being able to renew the lease or sublease despite good faith and commercially reasonable actions undertaken by Franchisee to timely renew the lease, then Franchisee, subject to Franchisee's continued and on-going compliance with the terms of this Agreement, may relocate Franchisee's Tint World® Center in accordance with this Section VI.C. and all other terms of this Agreement, subject to Franchisor's approval, provided however: (a) Franchisee's rights under Section VI.B. terminate effective immediately upon closing of the old Center Location and become operative again only when the new Center Location is approved by Franchisor; (b) Franchisee's Tint World® Center at the new Center Location must be approved by Franchisor and open within 12 months after the date of closing of the old Center Location; (c) Franchisee's initial franchisee fee is not refundable; (d) Franchisee must sign the

then-current form of franchise agreement, which Franchisor then currently uses in granting franchises for the operation of the Tint World® Centers, and which may contain provisions materially different from those contained herein, notwithstanding that the existing Franchise Agreement's Opening Date and Expiration Date shall remain the same; (e) Franchisee must pay a relocation fee of 25% of the then current initial franchise license fee; and (f) Franchisee agrees to reimburse Franchisor for all of its costs and expense incurred in connection with Franchisee's relocation. Any such relocation shall be at Franchisee's own expense.

## **VII. TERM AND RENEWAL OF AGREEMENT**

### **A. Term**

The Franchise 'Agreement Term' herein granted shall be for a term of fifteen (15) years (the "Term") from the Opening Date (the "Opening Date") set forth in Schedule D following the execution and acceptance of this Franchise Agreement (the "Agreement") by Franchisor and subject to earlier termination as herein provided.

### **B. Renewal**

Franchisee may, at its option, renew this Franchise for one additional periods of fifteen (15) years, if Franchisor is still offering franchises at that time, and subject to the following conditions which must be met prior to renewal:

1. Franchisee shall give the Franchisor written notice of its election to renew not less than 12 months prior to the end of the then current term;

2. Franchisee and its Owners must not be in default under any provision of the Agreement, any amendment hereof or successor hereto, any other agreement between Franchisor and Franchisee and its Owners, and all other agreements with Franchisor's Affiliates, and Franchisee and its Owners shall have been in substantial compliance with all the terms and conditions of all such agreements during the terms thereof;

3. Franchisee maintains the right to possess Franchisee's Center Location for the term of the successor franchise agreement and enter into an agreement with Franchisor whereby Franchisee agrees, within a specified time period, starting on the date of signing of successor franchise agreement, to remodel Franchisee's Tint World® Center, add or replace fixtures, furnishings, equipment and signs and otherwise upgrade maintenance and renovate Franchisee's Tint World® Center to the specifications and standards then applicable for new Tint World® Centers;

4. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its Affiliates, and shall have timely met these obligations throughout the previous term;

5. Franchisee shall execute, before the renewal term, the Franchisor's then-current form of Franchise Agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement. Franchisor shall charge Franchisee a renewal fee of 25% of the then current initial franchise license fee;

6. Franchisee shall comply with Franchisor's then current qualification and training requirements;

7. Franchisee must execute a general release and other instruments under seal, except to the extent limited or prohibited by law, in form and substance prescribed by Franchisor, releasing any and all claims against Franchisor and its Affiliates, directors, officers, shareholders, employees, agents, successors and assigns (unless such claims have been filed in accordance with this Agreement and are then pending and not finally resolved, or are filed in accordance with this Agreement within 12 months after the execution of the successor franchise agreement. Failure by Franchisee (and its Owners) to sign such agreements and releases or to pay the successor franchise fee, within 30 days after such documents are delivered to Franchisee will be deemed an election by Franchisee not to acquire a successor franchise for Franchisee's Tint World® Center. Franchisee right to a successor franchise will be subject to Franchisee's ability to obtain a lease for the location in form and substance satisfactory to Franchisor; and

8. The term "Successor Franchise Agreement" shall mean Franchisor's then-current form of franchise agreement, which may contain provisions materially different from those contained herein. The term "Successor Franchise Agreement" shall also include ancillary agreements (including personal guarantees by Franchisee's and its Owners and a

remodeling agreement in form and substance satisfactory to Franchisor) which Franchisor then currently uses in granting franchises for the operation of Tint World® Centers.

## **VIII. FRANCHISEE'S INITIAL INVESTMENT**

The Franchisee's initial investment will vary depending upon the size of the Tint World® Center, its geographical location, leasehold improvements required, the number of Tint World® Centers selected by the Franchisee, and other factors.

Franchisee hereby certifies that he or she has reviewed the estimated start-up costs as detailed in the Franchise Disclosure Document and has sufficient cash resources available to meet said expenses. Franchisee acknowledges that the estimated initial investment range disclosed in Item 7 of the Franchise Disclosure Document is only an estimate and not a representation of the actual costs and expenses Franchisee may incur in developing and opening the Tint World® Center. Franchisor makes no representation or guaranty that Franchisee's initial expenditures or investment will not exceed the estimates. Franchisee further acknowledges that the start-up costs are in addition to the franchise fee. This Agreement shall be delivered to Franchisee by Franchisor after the Opening Date and within 30 days written request by Franchisee.

## **IX. FRANCHISEE'S INITIAL FRANCHISE FEE**

### **A. Time Limit for Starting Business**

Franchisee shall have the right and obligation to secure a site for Franchisee's Tint World® Center (the "Center Location") acceptable to Franchisor within one year of this Effective Date as provided in Section XII.C. and complete the construction of the Tint World® Center (the "Construction") in accordance with the provisions and requirements of Section XII.D. hereof, and opens the Tint World® Center within 18 months of the Effective Date (the "Opening Date").

If Franchisee fails to lease or purchase a Center Location that is approved by Franchisor and otherwise complies with the terms of this Agreement within one year after the Effective Date and/or open the Tint World® Center within the required 18 month after the Effective Date due to reasons beyond Franchisee's control (such as acts of God, unavoidable delays in obtaining zoning permits or unavoidable construction delays), Franchisor shall grant a three (3) months extension, and may grant such other extensions in Franchisor's sole discretion for Franchisee to secure a site and open Franchisee's Tint World® Center. Upon the grant of such extension(s) by Franchisor, the Effective Date will be commensurately extended, provided that Franchisee signs a new then-current form of Franchise Agreement that Franchisor then-currently uses in granting franchises for the operation of the Tint World® Center, which may contain provisions materially different from those contained herein.

If for any reason Franchisee fails to secure a site for the Tint World® Center acceptable to Franchisor within one year after the Effective Date and/or open the Tint World® Center within 18 months after the Effective Date, or any extension(s) granted by Franchisor, then Franchisor may terminate this Agreement and will not refund Franchisee's initial franchise fee or any other fees paid by Franchisee and received by Franchisor. Upon such termination, Franchisee and its Owners must sign a general release and any other instruments that Franchisor requires in order to rescind all transactions between Franchisee and Franchisor.

If Franchisee owns existing franchises and purchases or opens additional franchises (each an "Existing Tint World® Center"), Franchisee hereby agrees to enter into an amended and restated Agreement on Franchisor's then-current form of Franchise Agreement to govern the operation of such Existing Tint World® Centers, which agreement may contain provisions materially different from those contained herein; provided, however the Opening Date and Expiration Date shall remain the same as set forth in the original franchise agreement for each such Existing Tint World® Center. Franchisee further acknowledges that if Franchisee is authorized to open one or more additional Tint World® Centers in the future (each a "Future Tint World® Center"), Franchisee shall enter into the then-current Franchise Agreement Franchisor uses in granting franchises for the operation of the Tint World® Center, which may contain provisions materially different from those contained herein.

During the term of this Agreement, Franchisee's Center Location shall be used exclusively for the purpose of operating a franchised Tint World® Center. In the event the building constituting or comprising a part of the Center Location is damaged or destroyed by fire or other casualty, or be required to be repaired or reconstructed by any governmental authority, Franchisee shall commence the required repair or reconstruction of the building within 90 days

from the date of such casualty or notice of such governmental requirement (or such lesser period as shall be designated by such governmental requirement) and shall complete all required repair or reconstruction as soon as possible thereafter, in continuity, but in no event later than 180 days from the date of such casualty or requirement of such governmental notice. The minimum acceptable appearance for the restored building will be that which existed just prior to the casualty; however, every effort should be made to have the restored building include the then-current image, design, and specifications of new entry Tint World® Centers. If the building is substantially destroyed by fire or other casualty, Franchisee may request to reconstruct the building or relocate the Tint World® Center as provided in Section VI.C hereof (the “Relocation of Tint World® Center”).

It is understood and agreed that, except as expressly provided herein, this franchise is non-exclusive and includes no right of Franchisee to sub-franchise.

#### B. Cooperation Required

Franchisee shall reasonably cooperate with Franchisor to ensure that the various actions occur which are necessary to obtain acceptance by Franchisor of the Tint World® Center location. In particular, Franchisee shall furnish any pertinent information as may be reasonably requested by Franchisor regarding Franchisee’s Business and finances.

#### C. Initial Franchise Fee

By executing this Agreement, Franchisee agrees to become a Tint World® Franchisee and pay an “Initial Franchise Fee,” in the amount of \$49,950.00 for a single franchise, which is due upon execution of this Agreement and receipt of which is hereby acknowledged by Franchisor. The Initial Franchise Fee shall be paid in a lump sum in U.S. funds and shall be deemed fully earned and nonrefundable.

### X. OTHER FEES

#### A. Royalty Fees

Franchisee shall pay to Franchisor an on-going weekly royalty fee (“Royalty Fee”) equal to the greater of \$500.00 per week, subject to annual increase based on the CPI, or 6% of Franchisee’s weekly Gross Revenues during the term of this Agreement and any extensions or renewals thereof. If this Agreement is for a new Tint World® Center that has never been opened for business, then the minimum weekly Royalty of \$500.00, subject to annual increase based on the CPI, shall begin on the six month anniversary of the opening of Franchisee’s Tint World® Center. The Royalty Fee is payable weekly and shall be paid by Franchisee so that the Royalty Fee is actually received by Franchisor within five days from the end of each calendar weeks accounting period (i.e., Sunday through Saturday period).

The Royalty Fee is nonrefundable, and is not collected on behalf of nor paid to any third party. Franchisor requires Franchisee to pay these amounts using those methods of payment Franchisor may require from time to time as provided in Section X.F.

#### B. National Advertising Fund Contributions

Recognizing the value of advertising, and the importance of the standardizing of advertising to enhance the good will associated with the Marks, to promoting the sales of Authorized Products and Services and to developing and maintaining a favorable public image of Tint World®, Franchisee agrees that Franchisor has the right to establish, institute, maintain and administer a central advertising fund for such advertising or public relations programs as Franchisor, in its sole discretion, may deem appropriate to promote and protect the Tint World® brand. Franchisee agrees that Franchisor has the right to determine, conduct and administer all national, regional, local, and other marketing, advertising, promotions, market research and other related activities for Tint World® as may be instituted from time to time, including advertising and marketing funded by the National Advertising Fund (the “NAF”), and that Franchisor has the right to direct all such advertising and marketing with sole authority and discretion over all aspects thereof, including concepts, materials, media, nature, type, scope, frequency, place, form, copy, layout and content, endorsements and media used in such programs, and the placement or allocation of such programs. Franchisor reserves the right to determine in Franchisor’s sole discretion the composition of all geographic territories and Market Areas for the implementation and development of such programs.

Franchisee shall contribute a weekly fee to the National Advertising Fund (“NAF”) equal to the greater of

\$1,000.00 per week, subject to annual increase based on the CPI or up to 6% of Franchisee's total weekly Gross Revenues or such other amounts that Franchisor may institute from time to time, and shall be paid weekly by Franchisee so that the NAF fee is actually received by Franchisor within five days from the end of each calendar weeks accounting period (i.e., Sunday through Saturday period) for as long as the NAF remains in operation. Franchisor in its sole discretion, shall determine the NAF weekly contribution amounts to be designated from time to time, but said amounts will not exceed the greater of \$1,000.00 per week or 6% of Franchisee's weekly Gross Revenues. Additionally, all cooperative marketing and advertising allowances generated from the purchases of Products and Services by Franchisee and Franchisor shall be directed into the NAF. Franchisor requires Franchisee to pay these amounts using those methods of payment Franchisor may require from time to time as provided in Section X.F.

Franchisor agrees to administer the NAF for the creation, development and implementation of marketing, advertising and related programs and materials to enhance the goodwill associated with the Marks, to promoting the sales of Authorized Products and Services and to develop and maintain a favorable public image of Tint World® for the benefit of all Tint World® Centers and related Businesses. The funds collected by the NAF and any earnings thereon, are not and shall not be an asset of Franchisor or any Franchisee. All Tint World® Centers owned by Franchisor and its Affiliates must contribute to the NAF in the same manner and proportion as all Franchisees.

Franchisor may use the monies accumulated from the NAF to pay for all costs and expenses associated with such programs and materials, including the costs of staff, preparing, producing, and distributing marketing, advertising and related programs and materials, contracting advertising agencies and media buying agencies, supporting market research activities, administering the NAF and all other related costs and expenses. Although the NAF is intended to enhance the good will associated with the Marks, to promoting the sales of Authorized Products and Services and to develop and maintain a favorable public image of Tint World® Centers and for the benefit of all Tint World® Centers, Franchisor cannot assure Franchisee that any particular Tint World® Center, or that Tint World® Centers in a particular Market Area, will benefit directly or pro-rata from any marketing, advertising, or related program.

The term "Creative" includes all costs associated with creating, developing and distributing national or general advertising, marketing, promotions, public relations and market research programs and related activities, including, but not limited to, costs relating to preparing television, video, audio, radio, magazine, newspaper, direct mail, print ads, sales collateral material, outdoor advertising, digital, email, e-newsletter, social media, smart phone applications, websites, call center scripts, reputation management, and other currently existing and future developed media programs and materials and related activities and associated fees, charges, and commissions, including fees and commissions charged for creative works. As part of the Creative portion of the NAF, Franchisor may furnish Franchisee with marketing, advertising, and promotional materials at cost, plus any related administrative, shipping, handling, and storage charges. The term "National Advertising" includes all costs associated with placing and purchasing national media advertising (e.g., national television, print media and electronic media) and related activities including, but not limited to, general marketing, promotional programs, printing, mailing lists, postage, point of sale materials, newsletters, search engine optimization, paid search, social media, web marketing, website development, website hosting, ecommerce, other digital advertising, SMS text marketing programs, telephone prospecting, trade shows, conventions, sponsorships, public relations activities, sales development, sales training, technical training, platform systems (e.g., intranet, CRM, email, internet marketing, cataloging, reputation management, reporting, remote call forwarding, social media, press release) and other lead generating and sales building related activities and associated fees, charges, and commissions, including fees charged by national spokespersons commissions charged by advertising agencies media buying companies. The term "Directory Advertising" includes all costs associated with placing and purchasing advertising in classified advertising directories through various media, includes print and electronic media and related activities and associated fees and commissions, including commissions charged by media buying companies. The term "Local Advertising" includes all costs associated with regional and local advertising, marketing, promotional programs and related activities and associated fees and commissions, including commissions charged by advertising agencies and media buying companies. To the extent any costs can be allocated to more than one of the above categories or to the extent that any costs appropriately charged to the NAF do not fall within a particular category, Franchisor may, in Franchisor's sole discretion, allocate such costs to one or more of such categories.

The NAF will be accounted for separately from Franchisor's other funds and will not be used to defray any of Franchisor's general operating expenses, except for the Annual Reimbursement and repayment of any advances or loans Franchisor may make to the NAF and Franchisor's such reasonable salaries, administrative costs, travel expenses and overhead as Franchisor may incur in activities related to the administration of the NAF and its programs, including conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the NAF. The media in which advertisements may be disseminated include print ads, radio and television

and may be conducted on a regional or national basis. Franchisor intends to use an advertising agency to create and place advertising. Franchisor may spend on behalf of the NAF, in any fiscal year an amount greater or less than the aggregate contribution of all contributions in that year, and the NAF may borrow from Franchisor or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the NAF will be used to pay advertising costs before other assets of the NAF are expended. Franchisor will prepare an annual un-audited statement of monies collected and costs incurred by the NAF (the "Annual NAF Statement"). Franchisor will furnish a copy of the Annual NAF Statement to Franchisee; provided that Franchisee submits a written request for the Annual NAF Statement on or before March 31 following the close of the fiscal year for which the Annual NAF Statement was prepared.

Franchisor will maintain an adequately staffed advertising department to manage and administer advertising and related programs funded by the NAF. Franchisor shall be paid annually from the NAF a fee equal to 10% of all contributions made into the NAF (the "NAF Management Fee") for these management and administrative services. Franchisor may pay itself the quarterly installments each year for managing and administering the NAF. Franchisor will allocate the NAF Fees and the cost relating to the annual audit of the revenues and expenses of the NAF proportionately to the Creative, National Advertising, Directory Advertising and Local Advertising portions of the NAF.

All disbursements from the NAF will be made first from income and then from contributions. Franchisor may compromise any claim for past due contributions to the NAF from any Franchisee, provided any compromise of contributions to the NAF will be proportionate to any contemporaneous compromise of other amounts Franchisee owes Franchisor and its Affiliates, and Franchisor has the right to charge a proportionate amount of the collection costs against the contributions. In any fiscal year, Franchisor may spend amounts that are more or less than the aggregate contributions of all Franchisees to the NAF in that year, and Franchisor may fund any deficits with contributions from future years. The NAF may borrow from Franchisor (on commercially reasonable terms and rates) or other lenders to cover deficits or cause the NAF to invest any surplus for future use.

Except as otherwise expressly provided in Section X.B., Franchisor assumes no direct or indirect liability or obligation with respect to the maintenance, direction, or administration of the NAF or to ensure that expenditures by the NAF in or affecting any geographic area are proportionate or equivalent to contributions to the NAF by Tint World<sup>®</sup> Centers operating in such geographic area or that Franchisees will benefit directly or in proportion to Franchisee's contribution to the NAF. Additionally, neither Franchisor nor the NAF shall be liable to Franchisee with respect to the maintenance, direction, or administration of the NAF, including without limitation, with respect to contributions, expenditures, investments, or borrowings, except for acts constituting willful misconduct. Franchisor does not act as a trustee or in any other fiduciary capacity with respect to the NAF.

The National Advertising Fee shall be payable by the Franchisee and actually received by the NAF within five days from the end of each calendar week accounting period in which the Gross Revenues were made, for as long as the NAF remains in operation. Franchisee is prohibited from offsetting or deducting this required NAF payment in any form or fashion. Franchisor requires Franchisee to pay these amounts using those methods of payment Franchisor may require from time to time as provided in Section X.F.

The Customer Referral and Website Lead Program is designed to generate customer referrals, commercial accounts and key accounts leads to Franchisees, in exchange for compensation through the Franchisor or third-party operators. Upon developing one or more of such programs, Franchisor will provide Franchisee with details of the program and if such program is not part of the NAF or Local Advertising Cooperative, Franchisee can decide whether or not to participate. If Franchisee chooses to not participate, Franchisor may, at Franchisor's sole and exclusive discretion, authorize and designate Franchisor, another Tint World<sup>®</sup> Centers franchisee, or any third-party authorized by Franchisor to provide such services to customers located within Franchisee's Designated Territory. The NAF may be used for the benefit of marketing, promoting, developing and/or enhancing Mobile Services even if Franchisee is not authorized to provide Mobile Services.

### C. Local Advertising Plan and Expenditures

#### 1. Local Advertising Plan

Franchisee agrees to create a local advertising and marketing plan by which Franchisee shall place local advertising in any media it desires, provided that such advertising conforms to the standards and requirements of Franchisor as set forth in Franchisor's Manual or otherwise designated by Franchisor. Franchisee shall not advertise the

Business in connection with any other Tint World® Centers, except with Franchisor's prior written approval. Franchisee shall obtain Franchisor's prior approval of all unapproved advertising and promotional plans and materials that Franchisee desires to use 30 days before the start of any such plans. Franchisee shall submit such unapproved plans and materials to Franchisor (by personal delivery or through the mail, return receipt requested). Franchisee shall not use such plans or materials until they have been approved by Franchisor and shall promptly discontinue use of any advertising or promotional plans and material upon the request of Franchisor. Any plans or materials submitted by Franchisee to Franchisor which have not been approved or disapproved in writing, within 30 days of receipt thereof, by Franchisor, shall be deemed unapproved.

Franchisor shall oversee all advertising and promotional programs and shall have the sole discretion to approve or disapprove the creative concept, materials and media used in such programs, and the placement and allocation thereof. Franchisee agrees and acknowledges that Franchisor undertakes no obligation in administering the NAF to make expenditures for Franchisee which is equivalent or proportionate to its contribution, or to ensure that Franchisee benefits directly or pro-rata from advertising or promotion conducted under any Advertising Fund.

## 2. Local Advertising Expenditures

In addition to the NAF contributions, during the term of this Agreement, Franchisor strongly recommends that Franchisee expend a minimum of 2% of the Gross Revenues of Franchise Tint World® Center on Local Advertising and Promotion (the "Local Advertising"). All local advertising and promotion that Franchisee conducts must be approved by Franchisor and be consistent with the Marks, and Franchisor shall have the right to approve or disapprove any advertising proposed for use by Franchisee.

Franchisee shall maintain Tint World® Center listings in principal telephone directories in Franchisee's primary trading area; Franchisor will decide which directories are in Franchisee's primary trading area. Franchisee is free to undertake additional advertising at its own expense, but all of the advertising programs, including materials used, must be approved by Franchisor in advance of Franchisee's use.

## 3. Mobile Services Advertising Expenditures

If authorized by Franchisor to offer and provide Mobile Services, in addition to the operation of Franchisee's Tint World® Center, Franchisee shall contribute a continuing weekly Mobile Services advertising expenditures (the "Mobile Services Advertising Expenditure") equal to an amount of \$500 per week beginning on the initiation of Franchisee's Mobile Services operations. The Mobile Services Advertising Expenditure shall be payable weekly and received by Franchisor within five days from the end of each calendar weeks accounting period during the term of this Agreement that Franchisee is authorized to offer and provide Mobile Services. The Mobile Services Advertising Expenditure is subject to annual increase equal to and based on the CPI. The Mobile Services Advertising Expenditure is in addition to the NAF Fee contributions for Franchisee's Tint World® Center. Franchisee is prohibited from offsetting or deducting this required Mobile Services Advertising Expenditure in any form or fashion.

## D. Grand Opening Expenditures

Franchisee shall conduct (a) a "Grand Opening Promotion" for the Tint World® Center commencing 20 days before and ending 90 days after the Tint World® Center opening. Franchisee shall expend a minimum of \$10,000.00 on the Grand Opening Promotion, which must be used during the first three months of opening Franchisee's Tint World® Center; and (b) In addition to the NAF contributions and the Grand Opening Promotion, Franchisee shall engage in a Franchisor approved and designated start-up local advertising campaign expenditure in an amount of \$500 per week for each week during the first 6 months beginning on the store opening day (the "Startup Local Advertising"). Franchisor may require that the Startup Local Advertising be contributed and paid directly to Franchisor and/or to the NAF and received by Franchisor within five days from the end of each calendar weeks accounting period, and that Franchisor may direct Franchisee's Startup Local Advertising during the designated 6 month period.

Franchisee must hold at least one day-long "Grand Opening Event" within the first 90 days of the opening, wherein Franchisee invites prospective customers to visit the Tint World® Centers to celebrate and for staff to meet and greet customers. Franchisor may advise or instruct Franchisee regarding the event preparation, advertising placement, and promotional items. Unless otherwise designated by Franchisor, Franchisee shall expend the Grand Opening Expenditure to the NAF when the lease agreement for the Tint World® Center is signed, which shall be administered through the NAF.

#### E. Websites and Internet Activities

Franchisor currently maintains and provides a World-Wide Website and internet presence in connection with Franchisee's Tint World® Center and Franchisee agrees to comply with the terms of service policy. Franchisee must obtain prior approval for any other internet domain name, home page address or other internet activities that Franchisee may desire, which if approved in Franchisor's sole discretion, must be administered by Franchisor its Designated Supplier for such services. Franchisee must also submit to Franchisor for prior approval, printouts of all website pages, materials and content Franchisee's proposes to use for such internet and/or website activities. Franchisor may require Franchisee to include hyperlinks and other links to Franchisor's website and/or any other requirement Franchisor may determine. Franchisee cannot modify such website without Franchisor's approval. Franchisor considers any discussions about or promotion of the Tint World® Center by Franchisee or its employees or agents on or via the internet (including, without limitation, on or via social media websites) to be advertising, and since such discussions or promotions are in writing, they are considered to be advertising materials subject to the requirements of this paragraph. Franchisee agrees to comply and to cause its employees and agents to comply with Franchisor's social media policy as it may be supplemented or amended by Franchisor, in its discretion, from time to time. Franchisee cannot post on its website any material (including text, video clips, photographs, images, and sound bites) in which a third party has any direct or indirect Ownership Interest.

#### F. Royalty Fee and Payment Administration

As used in this Agreement, "Gross Revenues" are all the revenues derived from or in connection with the operation of Franchisee's Tint World® Center, whether from sales for cash or credit, and irrespective of their collection, including charges for Authorized Products and Services and applicable proceeds from any business interruption insurance for Franchisee's Tint World® Center, but excluding sales taxes, use taxes, gross receipts taxes, and other similar taxes added to the sale price, collected from the customer and remitted to the appropriate tax authorities. Gross Revenues also include revenues derived from any products or services sold and/or performed from or in connection with Franchisee's Tint World® Center that are not Authorized Products and Services, without such inclusion in this definition or the related collection of royalty fees and advertising contributions constituting an acknowledgment or admission by Franchisor that such products or services are Authorized Products and Services or constituting in any manner a waiver of Franchisor's right to assert that any such sale breaches this Agreement or otherwise violates Franchisor's rights.

All initial Franchise fees, Continuing Service of Royalty payments, NAF contributions, Local Advertising Cooperative contributions, purchases from Franchisor or Franchisor's affiliates and other payments hereunder shall be paid using EFT "Electronic Fund Transfer", ACH "Automated Clearing House" or other methods Franchisor requires from time to time to process automatic withdrawal payments to Franchisee's main depositing bank account. Franchisee agrees to sign all required documents, pay such bank and associated transactions fees, and do such things necessary to facilitate Franchisor's ability to automatically process electronic debits and credits to Franchisee's main depository business checking account. Franchisor may require other invoice automation collections in whole or in part directly from customers, corporate accounts, regional accounts, national accounts and/or use third party billing to provide automatic debit/credit payments to Franchisee's main depository business checking account that Franchisor may establish. Franchisee is prohibited from offsetting or deducting these required payments in any form or fashion. No restrictive endorsement on any check or in any letter or other communication accompanying any payment will bind Franchisor, and Franchisor's acceptance of any such payment will not constitute an accord and satisfaction. Franchisor shall charge Franchisee interest and/or late fees if Franchisee does not pay Franchisee's Franchise Fees, Royalty fees, NAF contributions, Local Advertising Cooperative contributions, and all other payments hereunder to Franchisor in a timely manner, as set forth in Section X.G., of this Agreement.

Franchisor may apply any of Franchisee's payments to Franchisor to any of Franchisee's past due indebtedness for Royalty Fees, NAF contributions, Local Advertising Cooperative contributions, purchases of products or supplies or any other past due indebtedness to Franchisor or any of Franchisor's Affiliates, notwithstanding any contrary designation by Franchisee, provided that any payments that are designated as NAF contributions will be applied first to any currently due or past due NAF contributions. Franchisee agrees that all such payments will be made as and when due without any setoff, deduction, or prior demand thereof.

Notwithstanding the provisions of Section X.A., royalty fees payable pursuant thereto and NAF contributions payable pursuant to Section X.B., on work performed for commercial customers who do not pay for those services at the time they are performed, i.e., trade accounts, shall be paid by the earlier of seven days after the date of payment from the customer, but not later than 45 days after the sales or services are performed. If Franchisee can

demonstrate, within one year after the sales or services have been performed for a particular commercial customer's account, that such account is uncollectible, Franchisee may assign such account to Franchisor and Franchisor will credit Franchisee for the amount of Royalty and NAF contributions that Franchisee has paid on such uncollectable account, provided Franchisee assigns the full uncollectable account debt to Franchisor for collection.

Notwithstanding anything to the contrary contained in Section X.A.: (a) the royalty fee will be 10% of all Gross Revenue, if Franchisee fails to provide Franchisor required reports and information using computer systems in accordance with Section XIV.G.; (b) the royalty fee will be 10% of all unreported Gross Revenues, including those uncovered by an audit conducted pursuant to Section XIV.B.; and (c) Franchisor has the right to establish the amount of the royalty fee for any new products and services that become part of the Authorized Products and Services after the Effective Date.

#### G. Interest and Fees on Late Payments

If any payment or report is not actually received by Franchisor from Franchisee on or before the specified date or due date, such payment or report shall be deemed overdue. All amounts which Franchisee owes Franchisor or any of its Affiliates, including royalty fee payments and advertising fund contributions, that is not actually received on or before the specified due date, in addition to Franchisor's right to exercise all rights and remedies available under this Agreement, Franchisor shall require Franchisee to pay in addition to the overdue amount, interest on such amount from the date it was due until paid at the lesser of the rate of 18% per annum and the maximum rate allowed by the laws of the state in which Franchisee's Tint World® Center is located or any successor or substitute law (hereinafter the "Default Rate"), until paid in full. In addition, Franchisor has the right to assess service charges per incidence for any dishonored payments from insufficient funds, stop payment or any similar event, if permitted by applicable law. To encourage prompt delivery and to cover the costs and expenses involved in handling and collecting all Business Records, Certificates of Insurance, Gross Revenue statements and any other documentation or records that may be requested by Franchisor under this Agreement, Franchisee shall pay, upon demand, a late report fee in the amount of \$100 per day on records and documentation requested if Franchisee fails to deliver such record or document when due. After the non-compliance documentation is received and approved by Franchisor, Franchisor will terminate imposition of the late report fee within 10 days for the next billing cycle, after receiving the approved compliance documentation. Notwithstanding the imposition of interest or charges, Franchisee's failure to pay all amounts, when due, constitutes grounds for termination of this Agreement, as provided in Section XXIII.

#### H. Software License Fee

Franchisee is required to enter into a Software License Agreement for the use of Tint World® proprietary software programs which include: (i) Tint World® POS Point of Sale Software; (ii) PRO-CUT Film Software; (iii) TINT-PRO Mobile Services Software; (iv) QBO Accounting; (v) FranConnect HUB; (vi) Microsoft Office 365 with two Email Exchange Accounts; (vii) Zoom Phone Platform; (viii) Data Warehousing, and other software that may be required as provided in the Operations Manual from time to time. If Franchisee is approved to provide Mobile Services, Franchisee must pay the Software License Fee for Mobile Services in addition to the Software License Fee for Franchisee's Tint World® Center Operations. Franchisee is required under the Software License Agreements to pay Franchisor or an Approved Supplier who Franchisor may determine, software maintenance and technology fees for Tint World® software programs. If Franchisee fails to transmit Franchisee's sales figures and customer data or not pay maintenance fees or any other fees due Franchisor or Franchisor's affiliates, Franchisee's software programs will become disabled.

Franchisee is required to accurately maintain Franchisee's Tint World® POS Point of Sale and QBO Accounting Software programs to produce, prepare, and submit financial reports and other computer-generated information Franchisor may require from time to time. The data that is stored in the system includes sales information (including price and cost), customer identification, and sales tax collected. Franchisee is required to update and/or upgrade Franchisee's software and hardware system that Franchisor may determine from time to time to ensure full operational efficiency and optimum communication capability between and among computer systems. Franchisee, at Franchisee's expense, is required to maintain Franchisee's computer system in good condition and promptly install all additions, changes, modifications, substitutions or replacements to hardware, software, telephone, power lines and other data transmission communications facilities as Franchisor directs from time to time.

#### I. Relocation Fee

Franchisee may relocate its Tint World® Center within the Designated Territory only with the approval of Franchisor, which will not unreasonably be withheld upon payment of the Relocation fee 25% of the then-current franchise license fee, and Franchisors determining the proposed relocation will not adversely affect a Tint World® Center of another franchisee.

J. Contact Center Fees

Throughout the Term of this Agreement and any applicable renewal term, Franchisee shall pay to Franchisor, Franchisor's affiliates, or designees, a continuing monthly non-refundable contact center fee (the "Contact Center Fees") in an amount equal to a percentage (the "Contact Center Rate") of Franchisee's weekly Gross Sales. The Contact Center Rate shall not exceed the greater of \$100.00 per week or 6% of Gross Sales generated by Franchisee in the corresponding week. Franchisee agrees that Franchisor shall determine the Contact Center Rate in Franchisor's sole discretion and that Franchisor may modify the Contact Center Rate and the Contact Center Fees from time to time. Franchisor shall, in Franchisor's sole discretion, determine the services that may or may not be included in the Contact Center Services and the services that are included in the Contact Center Fees. The Contact Center Fees shall be calculated on a monthly basis for each respective monthly accounting period. Franchisor requires Franchisee to pay the Contact Center Fees using those methods of payment Franchisor may require from time to time as provided in Section X.F.

K. Operations Non-Compliance Fee

In addition to all other rights afforded to Franchisor under this Agreement, in connection with any, each, and every violation of any term, provision, and/or operational requirement as set forth in Section XII of this Agreement, and/or related to System Standards (an "Operations Violation"), within 14 days of Franchisor's invoice, Franchisee shall pay to Franchisor an operations non-compliance fee (the "Operations Non-Compliance Fee") in the amount of: (a) \$1,000 for each and every instance / event related to an Operations Violation involving the sale of services and/or products that are not Authorized Products and Services; (b) \$1,000 for each and every instance / event related to an Operations Violation involving any failure to exclusively use and purchase from Approved Suppliers; and (c) \$500 for each and every instance for all other Operations Violations. Additionally, in each of the foregoing instances, within 14 days of Franchisor's invoice, Franchisee shall pay to Franchisor all costs and expenses incurred by Franchisor in connection with any inspections, audits, and/or re-inspections directed and/or undertaken by Franchisor for the purpose, as determined by Franchisor, of determining whether or not Franchisee's Operations Violation has been cured in accordance with Franchisor's standards and specifications. The foregoing does not constitute Franchisor's consent to and/or acquiescence to Operations Violations. Nothing contained in this Section shall be interpreted as interfering with and/or negating Franchisor's right and remedies as otherwise set forth in this Agreement. All rights and remedies of Franchisor are cumulative and shall be interpreted as cumulative to one another.

**XI. FINANCING ARRANGEMENTS**

Franchisee hereby acknowledges that financing is the responsibility of the Franchisee. The Franchisor does not finance or guarantee the obligations of the Franchisee. The Franchise Fee is due and payable upon execution of this Agreement and as set forth in Section IX.C., of this Agreement. If Franchisee is seeking financing in connection with the development and opening of the Tint World® Center, upon receipt of a written request from Franchisee, Franchisor may, upon request, identify and refer Franchisee to one or several potential sources for financing and provide Franchisee with general guidance in connection with the loan application process. Franchisor makes no representations or warranties with respect to any particular lender or financing opportunity and does not provide guarantees or other assistance in connection with the loan application process.

There are no waivers of defense by the Franchisee in either the Franchise Agreement or other documents evidencing obligations to the Franchisor.

**XII. GENERAL OBLIGATIONS OF FRANCHISEE**

A. Follow Operations Manual and Directives of Franchisor

Franchisee acknowledges that each and every aspect of the operation of Franchisee's Tint World® Center is important to Franchisor and is subject to Franchisor's specifications and standards. Franchisee agrees to comply with all mandatory specifications, standards and operating procedures, and other obligations contained in the Operations Manual

(the "Manual") relating to the development and operation of Tint World® Centers, including: (a) all aspects (other than prices) of Authorized Products and Services offered and promoted and sold; (b) sales procedures, customer warranties and services; (c) advertising and promotional programs; (d) appearance of employees and required uniforms; (e) safety, appearance, cleanliness and standards of service and operation of Tint World® Centers; (f) minimum required days and hours of operation; and (g) accounting and recordkeeping systems.

Franchisee agrees to use Franchisor's System and adherence to the Manual, and to follow Franchisor's standardized design and specifications for decor and uniformity of equipment, layouts, signs, and other obligations that are essential to the image and goodwill thereof. Franchisee shall cooperate and assist Franchisor with any customer or marketing research program which Franchisor may institute from time to time. In order to further protect the System and the goodwill associated therewith, Franchisee shall:

1. Operate the Tint World® Center and use the Manual solely in the manner prescribed by Franchisor;
2. Comply with such requirements respecting any service mark, trade name, trademark, or copyright protection and fictitious name registrations as Franchisor may, from time to time, direct;
3. Follow the methods of preparation, service, and presentation so as to conform to the specifications and standards of Franchisor in effect from time to time;
4. Use only such supplies, equipment, and products so as to conform to Franchisor's specifications in effect from time to time;
5. Sell from the Tint World® Center all products specified by Franchisor and not sell or offer for sale any other products of any kind or character without first obtaining the express approval of Franchisor, which shall be at the full discretion of the Franchisor who shall have the sole right of decision in regard to all products to be sold in the Franchise Tint World® Center. Franchisor shall have the right to not approve any product for any reason whatsoever or for no reason whatsoever;
6. Discontinue selling or offering for sale or using any products Franchisor may, in its absolute discretion, delete from its standards and specifications for any reason whatsoever or for no reason whatsoever;
7. Maintain in sufficient supply, and use at all times, only such products, materials, supplies, standards of cleanliness, health and sanitation, and methods of service as conform to Tint World® standards and specifications; and to refrain from deviating therefrom by using non-conforming items or methods without Franchisor's prior written consent;
8. Purchase such equipment, supplies, or products as may be required by Franchisor, for the appropriate handling and selling of any products and services that become approved for offering in the System;
9. Require clean uniforms conforming to such specifications as to color, design, etc. as Franchisor may designate, from time to time, to be worn by all of Franchisee's employees at all times while in attendance at the Tint World® Center, and to cause all employees to present a clean, neat appearance and render competent and courteous service to customers, as may be further detailed in the Manual;
10. Permit Franchisor or its agents, at any reasonable time, to remove from the Tint World® Center samples of items without payment therefore, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether said samples meet Franchisor's then-current standards and specifications. In addition to any other remedies, it may have under this Agreement, Franchisor requires Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Franchisor, or if the sample fails to conform to Tint World® specifications;
11. Not to install or permit to be installed on or about the Tint World® Center, without Franchisor's prior written consent, any fixtures, furnishings, signs, equipment, or other improvements not previously approved as meeting Tint World® standards and specifications;
12. Employ a sufficient number of employees and maintain sufficient inventories as necessary to operate the Tint World® Center at its maximum capacity as prescribed or approved by Franchisor and to comply with all

applicable Laws with respect to such employees;

13. Not engage in any trade practice or other activity or sell any product or use literature which Franchisor determines to be harmful to the goodwill or to reflect unfavorably on the reputation of Franchisee or Tint World<sup>®</sup>, the Tint World<sup>®</sup> Center, or the products sold thereat; or which constitutes deceptive or unfair competition, or otherwise is in violation of any applicable laws. The above limitations are closely related to the Tint World<sup>®</sup> Center image, purpose, and marketing strategy of the System, and therefore any change therefrom would fundamentally change the nature of the business; and

14. Offer, sell, market, and provide Mobile Services in strict conformity with the System and System Standards including, but not limited to the maintenance and operation of dedicated Service Vehicle(s) and employees to exclusively offer and provide Mobile Services in accordance with the System and provided that Franchisor authorizes Franchisee to provide Mobile Services, and that Franchisor has not withdrawn Franchisor's approval.

#### B. Open Business Within Time Limit

Within one year after execution of this Agreement, Franchisee must have a signed lease or have purchased the premises for Franchisee's Tint World<sup>®</sup> Center Location. Franchisee shall have obtained Franchisor's approval to open and shall have opened the Tint World<sup>®</sup> Center and commenced operations within 18 months or as otherwise provided in Section IX.A. Time is of the essence. Prior to opening, Franchisee shall complete to Franchisor's satisfaction all preparations of the Tint World<sup>®</sup> Centers, in accordance with specifications set forth in the Operations Manual, and as required by local governmental agencies, including the installation of fixtures, furnishings, and equipment and the acquisition of supplies and inventory.

#### C. Site Selection

Franchisee agrees to lease or purchase, in accordance with the terms of this Agreement and subject to Franchisor's approval, the premises constituting and comprising Franchisee's Center Location within one year of the Effective Date. Franchisor has the right to approve the terms of any lease, sublease, or purchase contract for Franchisee's proposed Center Location, which approval will not be unreasonable withheld. Franchisee agrees to deliver a copy of such lease, sublease, or purchase contract to Franchisor for Franchisor's approval before Franchisee signs it. Franchisee agrees that any lease or sublease for the proposed Center Location shall, in form and substance to Franchisor: (a) provide for notice to Franchisor of Franchisee's default under the lease or sublease and an opportunity for Franchisor to cure such default; (b) require the lessor or sub-lessor to disclose to Franchisor, on Franchisor's request, sales and other information furnished by Franchisee; (c) give Franchisor the right on any termination or expiration of this Agreement to assume the lease or sublease or to enter into a further sublease for a period of not less than 12 months and not more than 18 months (the "Interim Sublease"), without the lessor's or sub-lessor's consent; (d) give Franchisor the right to enter the Center Location to make any modifications to Franchisee's Tint World<sup>®</sup> Center to protect Franchisor's rights to the Marks; (e) provide that the lessor and/or sub-lessor relinquish to Franchisor, on any such termination or expiration of this Agreement, any lien or other Ownership Interest, whether by operation of law or otherwise, in and to any tangible property that embodies any of the Marks; (f) give Franchisor the right to assign the lease or sublease to a successor franchisee, in which event the Interim Lease (if any) shall terminate and be of no further force or effect; and (g) include an acknowledgement by the lessor and/or sub-lessor that Franchisor has no liability or obligation whatsoever under the lease or sublease until and unless Franchisor assumes the lease or sublease on termination or expiration of this Agreement or enter into the Interim Sublease.

Franchisee may not execute a lease, sublease or purchase contract for the Center Location or any modification, amendment, or assignment thereof before Franchisor has approved it. Franchisor's approval of the lease sublease or purchase contract does not constitute a warranty or representation of any kind, express or implied, as to its fairness or suitability or as to Franchisee's ability to comply with its terms. Franchisor does not, by virtue of approving the lease, sublease, or purchase contract, assume any liability or responsibility to Franchisee or to any third parties. Franchisee agrees to deliver a copy of the fully signed lease, sublease, or purchase contract to Franchisor within five days after its execution.

#### D. Business Development

Franchisee is solely responsible for developing and operating its Tint World<sup>®</sup> Center and assumes all costs, liability, expense, and responsibility for locating, obtaining, and developing a site for the Tint World<sup>®</sup> Center to be

established under the Franchise Agreement and for constructing and equipping the Tint World® Center (the “Construction”) at such site. If Franchisee’s Tint World® Center is a new Tint World® Center, Franchisor will furnish Franchisee prototype plans for a Tint World® Center. Franchisee may modify the prototype plans only to the extent to comply with all applicable laws, regulations, ordinances, building codes and permit requirements (including the American with Disabilities Act and Occupational Safety and Health Act) and any lease requirements and restrictions. Franchisee agrees to submit such plans and specifications to Franchisor for Franchisor’s approval before starting to develop the Center Location. All development must be in accordance with the plans and specifications Franchisor has approved and must comply with all applicable laws, ordinances and local rules and regulations. Franchisor may periodically inspect the Center Location during its development. Franchisee’s Tint World® Center may not be opened for business until Franchisor notifies Franchisee that all Franchisor’s requirements for opening have been met. Franchisee agrees to open its Tint World® Center within 18 months after the Effective Date. However, if a failure to open Franchisee’s Tint World® Center within such 18-month period is due to reasons beyond Franchisee’s control (such as acts of God, unavoidable delays in obtaining zoning permits or unavoidable construction delays), Franchisor agrees to grant a reasonable extension of time for Franchisee to open Franchisee’s Tint World® Center. If Franchisee does not meet the development schedule, the Franchise Agreement shall be terminated without notice.

Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to Franchisee’s proposed Center Location unless such location is approved by Franchisor, at Franchisor’s discretion, and in accordance with the requirements set forth in this Agreement including, without limitation, for: (a) the Center Location lease agreement to include a provision providing Franchisor with 30 days prior written notice of any default there under specifying such default and the right (but with no obligation) of Franchisor to cure any such default within said period; and (b) the Center Location lease agreement to include a provision requiring written approval of the Franchisor prior to any transfer or assignment of Franchisee’s interests and/or rights in or to the Center Location lease. Franchisee must provide all information about the proposed site that Franchisor requests, including a complete site analysis report. Franchisor does not have to consider a proposed location until Franchisor has received all requested information. In approving or disapproving a site, Franchisor considers factors including general location, neighborhood, and the distance to other Tint World® Centers in the Designated Market Area. Franchisor will have no liability to Franchisee or anyone for disapproving a proposed location.

FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR’S ACCEPTANCE OF A PROSPECTIVE SITE AND THE RENDERING OF ASSISTANCE IN THE SELECTION OF A SITE DOES NOT CONSTITUTE A REPRESENTATION, PROMISE, WARRANTY, OR GUARANTEE BY FRANCHISOR THAT A TINT WORLD® CENTER OPERATED AT THAT SITE WILL BE PROFITABLE OR OTHERWISE SUCCESSFUL.

Before commencing the development of the Tint World® Center, Franchisee, at Franchisee’s expense, shall comply, to Franchisor’s satisfaction, with the following requirements:

1. Franchisee must lease, sublease, or purchase a Franchisor approved Center Location within one (1) year after the Effective Date. Franchisor has the right to approve the terms of any lease, sublease, or purchase contract for the Center Location, which approval will not be unreasonable withheld.

2. As to any lease for Franchisee’s Center Location, Franchisee must submit the proposed lease to Franchisor for approval before it is signed by Franchisee. Franchisee agrees that Franchisor, in Franchisor’s sole discretion, shall have the option, at Franchisor’s election, to require that the lease for Franchisee’s Center Location: (i) be collaterally assigned to Franchisor by a collateral assignment agreement in a form and substance reasonably acceptable to Franchisor in order to secure performance of Franchisee’s liabilities and obligations to Franchisor or (ii) contain the following terms and conditions: (a) The lessor must agree that without its consent, the lease and Franchisee’s right, title and interest under the lease may be assigned by Franchisee to Franchisor or Franchisor’s designee; and (b) The lessor must provide written notice to Franchisor (at the same time it gives such notice to Franchisee) of any default by Franchisee under the Lease and Franchisor must have, after the expiration of the period during which Franchisee may cure such default, an additional 15 days to cure, at Franchisor’s sole option, any such default and, upon the curing of such default, the right to enter upon the Center Location and, at Franchisor’s election, assume Franchisee rights under the Lease as if the Lease had been assigned by Franchisee to Franchisor.

3. Franchisee may not execute a lease, sublease or purchase contract for the Franchisee’s Center Location or any modification, amendment, or assignment thereof before Franchisor has granted Franchisee written approval

of same. Franchisor's approval of the lease sublease or purchase contract does not constitute a warranty or representation of any kind, express or implied, as to its fairness or suitability or as to Franchisee's ability to comply with its terms. Franchisor does not, by virtue of approving the lease, sublease, or purchase contract, assume any liability or responsibility to Franchisee or to any third parties. Franchisee agrees to deliver a copy of the fully signed lease, sublease, or purchase contract to Franchisor within five days after its execution.

4. Franchisee shall submit a site plan to Franchisor, including a footprint of the proposed building, and architectural, and signage drawings for approval by Franchisor. Franchisee, at its option, may use any architect or engineer currently used by Franchisor to prepare detailed plans and specifications for the Construction of the Tint World<sup>®</sup> Center;

5. Franchisee shall use a qualified general contractor or construction supervisor to oversee the Construction of the Tint World<sup>®</sup> Center and completion of all improvements, and Franchisee shall submit to Franchisor a statement identifying the general contractor or construction supervisor;

6. Franchisee shall obtain all licenses, permits and certifications required for lawful construction and operation of the Tint World<sup>®</sup> Center including, without limitation, building, zoning, access, parking, driveway access, sign permits and licenses, and shall certify in writing to Franchisor that all such permits, licenses and certifications have been obtained. Franchisee shall obtain all health, life safety, and other permits and licenses required for operation of the Tint World<sup>®</sup> Center and shall certify that all such permits and licenses have been obtained prior to the Opening Date; and

7. Franchisee shall cause such Construction to be performed only in accordance with the site plan, and plans and specifications, approved by Franchisor, and no changes will be made to said approved plans and specifications, or the design thereof, or any of the materials used therein, or to interior and exterior colors thereof, without the express written consent of Franchisor.

#### E. Training

Prior to Franchisee opening the Tint World<sup>®</sup> Center to the public, Franchisee and up to two management personnel of Franchisee (or, if Franchisee is a corporation or partnership, an Operating Partner) shall complete to Franchisor's satisfaction the Introductory Training Program (the "Introductory Training Program") offered by Franchisor concerning the operation of the Tint World<sup>®</sup> Center consisting of 18 days of training at a location to be designated by Franchisor. There are no extra charges that Franchisee will have to pay for Franchisee's Introductory Training Program; however, Franchisee must pay its transportation, lodging, meals, and wages in connection with attending the Introductory Training Program. The Introductory Training Program is mandatory and should be completed within ninety (90) days before opening the Tint World<sup>®</sup> Center.

During the Term, Franchisee expressly agrees that Franchisee and key full-time managers shall complete the Initial Training Program and all required Continuing Education including, without limitation, the following:

1. Pre-Opening Introductory Training Program Prior to Franchisee opening the Tint World<sup>®</sup> Center to the public, Franchisee and up to two management personnel of Franchisee shall complete the Introductory Training Program, upon not less than 30 days prior written notice received by Franchisor from Franchisee.

2. Franchisor shall, at its discretion, offer 'Continuing Education' on various aspects of operating Tint World<sup>®</sup> Centers subject to training fees and charges Franchisor may establish from time to time (the "Continuing Education Fee"). Continuing Education may include specialty training, advanced sales and/or technical training, seminars, set up assistance or refresher courses to Franchisee and/or Franchisee's designated individual(s) from time to time. Franchisor may provide instructors and training materials for required training programs, for which Franchisee shall be responsible for including all related expenses incurred by Franchisee or its employees in connection with any training programs, including, without limitation, the cost of transportation, lodging, meals, and wages.

3. At Franchisor's option, 'Key Management' personnel subsequently employed by Franchisee shall also complete to Franchisor's satisfaction, the Introductory Training Program, subject to a Continuing Education Fee. Franchisor may, at any time, discontinue management training and decline to certify Franchisee and/or Franchisee's designated individual(s) who fail to demonstrate an understanding of the management training acceptable to Franchisor. If Franchisee or Franchisee's designated individual's management training is discontinued by Franchisor, Franchisee shall

have 30 days to present an alternative acceptable candidate for management training to Franchisor. If Franchisee's new candidate does not adequately complete the management training, then Franchisor has the option of terminating this Agreement.

4. Franchisor shall, at its discretion, conduct 'Annual Franchise Conventions' at such places and times designated by Franchisor. Franchisee will be responsible to attend the conventions and to pay for all of Franchisee's own expenses, including compensation in the form of a non-refundable registration fee (due even if Franchisee does not attend the convention) and costs associated with attending the convention such as cost of transportation, lodging, meals, and wages.

5. Franchisor participates in 'Tradeshows Events' at such places that are designated by others to provide industry meetings, training, and supplier programs. Franchisee or a managerial owner may attend the tradeshows for which Franchisee shall be responsible for all related expenses in connection with any training programs, including, without limitation, the cost of transportation, lodging, meals, and wages.

6. Franchisor shall, at its discretion, provide Franchisee with 'Advertising Plans', marketing, merchandising, and promotional programs for local advertising from time to time, and may direct the discontinuance of such plans and materials, as described in Section X.C., of this Agreement. All other advertising and promotional materials which Franchisee proposes to use must be reviewed and approved by Franchisor, pursuant to Section X.C. hereof.

7. Franchisor shall, at its discretion, provide such continuing 'Advisory Assistance' and guidance to Franchisee in the operation, advertising, and promotion of the Tint World® Center as Franchisor deems advisable. This guidance will be furnished in the form of the Operations Manual, bulletins, weekly newsletters, consultations by telephone, and other written or electronic communications or in person at Franchisor's offices or at Franchisee's Tint World® Center, and by any other means of communications.

8. Franchisor shall, at its discretion, provide 'Newsletters', bulletins, reports, brochures, and Manuals, as may from time to time be published by or on behalf of Franchisor regarding its plans, policies, developments, and activities. In addition, Franchisor may provide such communication concerning new developments, techniques, and improvements management which Franchisor feels are relevant to the operation of the Tint World® Center.

9. Franchisor shall, at its discretion, conduct 'Tint World® Center Inspections' upon reasonable request by Franchisee or if Franchisor determines that there are significant deficiencies in Franchisee's Tint World® Center and/or if Franchisee requires additional training for Franchisee's personnel at Franchisee's Tint World® Center to evaluate, among other things the operation and compliance with the System, and for the purpose of advising Franchisee with respect to technical matters related to products and services relating to operational and sales matters. Franchisee is required to pay all expenses, including transportation, lodging, meals, wages, and miscellaneous expenses incurred by Franchisor's personnel during the visits, which will take place as frequently as Franchisor deems necessary, and at times and dates selected by Franchisor.

#### F. Operate Business in Strict Conformity to Requirements

Franchisee shall operate the Tint World® Center in strict conformity with such standards, techniques, and procedures as Franchisor may from time to time prescribe in the Operations Manual, or otherwise in writing, and shall not deviate therefrom without Franchisor's prior written consent. Franchisee further agrees to offer its customers all products and services which Franchisor may, from time to time, prescribe, to offer its customers only those products and services which meet Franchisor's standards of quality and which Franchisor has approved in writing to be offered in connection with the Tint World® Center's operations, and to discontinue offering any products or services which Franchisor may, in its sole discretion, disapprove in writing at any time.

To the fullest extent permissible under applicable law, Franchisee must conform to the discount or special offers price programs that relate to advertising and marketing efforts that Franchisor determines from time to time. Franchisor has the right, to the fullest extent permissible under applicable law, to designate pricing for any product and/or service Franchisee offers for sale in connection with the operation of the Tint World® Center. Franchisee hereby agrees to comply with all such pricing designations, to the fullest extent permissible under applicable law. This pricing commitment is necessary to maintain and market the concept of Tint World® Franchisee may not enter into any agreement, understanding or arrangement, or engage in any concerted practice, with other Tint World® Franchisees or others relating to the prices at which Authorized Products and Services are offered or sold by Franchisee or any other Tint World® Center.

Franchisee shall advertise to sell Approved Products and Services only to customers located within its Designated Territory or Designated Market Area. Except as noted, Franchisor places no restrictions upon Franchisee's ability to serve customers provided Franchisee does so from the location of the Tint World® Center in accordance with Franchisor's standards.

G. Operate Franchised Business Only

Franchisee shall exclusively use the System, Names, and Marks provided to Franchisee by Franchisor for the operation of the authorized Tint World® Center and shall not use these proprietary assets in connection with any other business, activity, or purpose. Neither Franchisee, nor any of its employees, may conduct or refer any business at the Tint World® Center beyond what is expressly authorized pursuant to this Agreement, without the prior written approval of Franchisor. Neither Franchisee, nor any of its employees, may conduct any activity at the Tint World® Center or in connection therewith which is illegal or which could result in damage to the Names and/or Marks or the reputation and goodwill of Tint World®. If Franchisee is a corporate entity, it must be exclusively dedicated to the development, ownership, and operation of the single Tint World® Center authorized by this Franchise Agreement, and the corporate entity shall not engage in any other business operations or activities.

Franchisee shall refer all customers' inquiries for Products and Services that Franchisee does not sell or perform or is not authorized to conduct to the Tint World® Toll Free Phone Number: 1-888-944-8468, or to the Website: [www.TintWorld.com](http://www.TintWorld.com).

H. Maintain Uniform Operating Standards

Franchisee understands and acknowledges that every detail of the appearance and operation of the Tint World® Center is important to Franchisor and other Franchisees in order to develop and maintain uniform operating standards, to increase the demand for the products and services sold by Tint World® Centers under the System, and to protect Franchisor's reputation and goodwill. Franchisee shall comply with system standards during extraordinary circumstances such as a time of national or local emergency, crisis, or pandemic unless otherwise authorized in writing by Franchisor (subject to compliance with local, state, and federal authorities). Such system standards and procedures may be changed as Franchisor may from time to time specify in the Operations Manual. Franchisor is not required to apply the changes uniformly, depending on the circumstances.

The distinguishing appearance and characteristics of the System includes, but are not limited to, store designs, digital showrooms, layouts, and identification schemes (collectively, the "Trade Dress"); website or series of websites; online stores, booking system, digital presence, and online listings (the "System Website"); specifications for software and computer programs; equipment, inventory, and accessories; products and services; relationships with vendors; the accumulated experience reflected in the training program, operating procedures, customer service standards, methods, and marketing techniques; and the mandatory and suggested policies, procedures, standards, specifications, rules, and requirements (the "System Standards") set out in the operations manual (the "Operations Manual") and otherwise in writing. Franchisor may change, improve, add to, and further develop the elements of the System from time to time.

I. Maintain Full-Time Manager Required

Franchisee agrees to maintain a competent, conscientious, sufficient number of trained staff, including at least one fully trained, full-time Manager and to take such steps as are necessary to ensure that its employees preserve good customer relations and must at all times be under Franchisee's direct, day-to-day, full-time supervision. Franchisor may require Franchisee (or Franchisee's Operating Partner, as defined below) to actively participate in, and exert Franchisee's best effort to, the management of Franchisee's Tint World® Center and other Tint World® Centers Franchisee owns. Franchisee agrees that Franchisee's Tint World® Center at all times shall be managed by Franchisee (or Franchisee's Operating Partner) or a manager who has satisfactorily completed the Tint World® training program.

If Franchisee is, or at any time during the Term becomes, a business corporation, partnership, limited liability company or other legal entity, Franchisee agrees to designate as the "Operating Partner" an individual approved by Franchisor who: (a) owns and controls not less than 10% of Franchisee's equity and voting rights; (b) has completed the Tint World® training program to Franchisor's satisfaction; and (c) has the power and authority to bind Franchisee in all dealings with Franchisor, unless Franchisee designates in writing another Owner reasonably acceptable to Franchisor who has the power and authority to bind Franchisee.

J. Maintain Competent Staff

Franchisor will create and make available to Franchisee training programs and other selected training materials as Franchisor deems appropriate. Franchisee shall maintain a SUFFICIENT NUMBER of fully trained competent staff capable of rendering courteous quality service in a manner in keeping with the standards set by Franchisor's Operation Manual. Franchisee is responsible for hiring all employees of its Tint World<sup>®</sup> Center and is exclusively responsible for the terms of their employment, including their compensation and training. Franchisee is solely responsible for all employment decisions for its Tint World<sup>®</sup> Center, including those related to hiring, firing, remuneration, personal policies, benefits, record keeping, supervision and discipline, and regardless of whether Franchisee received advice from Franchisor on these subjects.

At least one employee of Franchisee's Tint World<sup>®</sup> Center must obtain (within a reasonable time, not to exceed one year after the Effective Date or Opening Date, if Franchisee's Business is a new Tint World<sup>®</sup> Center) and maintain certification by Automotive Service Excellence ("ASE") and Mobil Electronics Certified Professional ("MECP") (or any successor or similar organization Franchisor designates) for each of the areas of service comprising Authorized Products and Services performed at Franchisee's Tint World<sup>®</sup> Center for which certification is provided. In the event of changes in personnel at Franchisee's Tint World<sup>®</sup> Center in functions that require ASE and MECP certification, Franchisee will have a reasonable period of time, not to exceed one year, to obtain appropriate certification of any replacement personnel. If in the future ASE or MECP certification is offered on Authorized Products and Services that is not offered as of the Effective Date, or if in the future Franchisee performs Authorized Products and Services for which ASE and MECP certification is offered, Franchisee agrees to obtain such certification within a reasonable period of time, not to exceed one year.

K. Maintain Regular Business Hours

Franchisee shall keep the Tint World<sup>®</sup> Center open and in normal operation during normal business hours for its geographical region, 52 weeks per year, with minimum hours of Opening and Operating six days per week, Monday through Saturday, Time 8:00 A.M. to 6:00 P.M., except for Christmas and New Year's Day, unless otherwise authorized in writing by Franchisor (subject to local ordinances or lease restrictions, if any). If Franchisee operates the Tint World<sup>®</sup> Center in a mall or similar facility, then Franchisee shall keep the Tint World<sup>®</sup> Center open when the mall or similar facility is open to the general public, unless a waiver of hours is granted by the mall. Franchisee shall keep the Tint World<sup>®</sup> Center open and in normal operation during extraordinary circumstances such as a time of national or local emergency, crisis, or pandemic unless otherwise authorized in writing by Franchisor (subject to compliance with local, state, and federal authorities). Such minimum hours and days of operation may be changed as Franchisor may from time to time specify in the Operations Manual. Franchisor is not required to apply the changes uniformly, depending on the circumstances.

L. Maintain and Renovate Business

Franchisee shall at all times maintain the Tint World<sup>®</sup> Center in a clean, orderly condition and in first class repair and condition in accordance with all maintenance and operating standards set forth in the Operations Manual. Franchisee shall make, at Franchisee's expense, all additions, repairs, replacements improvements and alterations that may be determined by Franchisor to be necessary so that the facilities which are viewed by the public will conform to the System's image, as may be prescribed by Franchisor from time to time. Franchisee shall undertake and complete such additions, repairs, replacements, improvements, and alterations within the time and under the terms and conditions which may be reasonably specified by Franchisor.

Franchisee must periodically upgrade, remodel, repair and maintain Franchisee's Tint World<sup>®</sup> Center as Franchisor reasonably requires. Franchisee must repair and make modifications and additions to equipment, furnishing or signs that do not meet Franchisor's current standards. Franchisor may require Franchisee to make substantial upgrades or remodel Franchisee's Tint World<sup>®</sup> Center periodically to conform to the building design, trade dress, color schemes, and presentation of trademarks and service marks consistent with Tint World<sup>®</sup>'s designated image, including, without limitation, remodeling, redecoration, and modifications to existing improvements. However, Franchisor will not require Franchisee to make substantial upgrades or remodel Franchisee's Tint World<sup>®</sup> Center more than once every three years that involves a cost more than \$30,000.00, provided Franchisee's Tint World<sup>®</sup> Center meets the then current standards in the Franchise Agreement and Operation Manual. Franchisee may not make any alterations to Franchisee's Tint World<sup>®</sup> Center, nor any replacements, relocations, or alterations of fixtures, equipment or signs that do not meet Franchisor's then-current standards and specifications. If Franchisee refuses or fails to do so, Franchisor has the right to do so, on Franchisee's behalf and at

Franchisee's expense that shall be payable to Franchisor, plus a 10% administrative fee.

M. Maintain Confidentiality of Proprietary Information

Franchisor possess certain Confidential Information including the methods, techniques, formats, specifications, procedures, information, systems, and knowledge of and experience in the operation and franchising of Tint World<sup>®</sup> (the "Confidential Information"). The Franchise Agreement provides that Franchisor will disclose to Franchisee relevant products of the Confidential Information to Franchisee during the training programs, seminars and conventions, the Operating Manual and in guidance furnished to Franchisee solely for use in operating its Tint World<sup>®</sup> Center during the Agreement Term. During the term of this Agreement and after its expiration or termination: (a) Franchisee may not use the Confidential Information in any other business or capacity (such use is unfair method of competition); (b) Franchisee must exert Franchisee's best efforts to maintain the Confidentiality of the Confidential Information; (c) Franchisee may not make any unauthorized copies of the Confidential Information; (d) Franchisee must implement all reasonable procedures Franchisor prescribes from time to time to prevent unauthorized use or disclosure of the Confidential Information, including the use of nondisclosure agreements with Franchisee's officers, directors, and managers and the delivery of those agreements to Franchisor. Franchisee's restrictions on disclosure and use of the Confidential Information do not apply to information or techniques which are or become generally known to the automotive, residential, commercial, and marine window tinting, accessories, maintenance, repair, and installation service industry (other than through Franchisee's own disclosure), provided Franchisee obtains Franchisor's prior written consent to disclosure or use.

Neither Franchisee nor any of its partners, officers, directors, agents, or employees shall, except as required in the performance of the duties contemplated by this Agreement, disclose, or use at any time, whether during the terms of this Agreement or thereafter, any information disclosed to or known by Franchisee or any such person as a result of this Agreement. Such information includes, but shall not be limited to, information conceived, originated, discovered, or developed by Franchisee or by any employee of Franchisee which is not generally known in the trade or industry about Franchisor's products, services, or licenses, including information relating to discoveries, ideas, manufacturing, purchasing, accounting, engineering, marketing, merchandising, or selling.

N. Use Approved Products and Supplies and only offer Approved Products and Services

Franchisee acknowledges that the reputation and goodwill of Tint World<sup>®</sup> Centers is based on at least in part of the sale of high-quality products and services. Therefore, Franchisee agrees that its Tint World<sup>®</sup> Center will only use equipment, inventory, products, supplies, and materials used in the operation of the Tint World<sup>®</sup> Center that conform to Tint World<sup>®</sup>'s specifications and standards as to quality, performance, and safety, and only purchase them from Approved Suppliers (which may include Franchisor and/or Franchisor's Affiliates) approved by Franchisor. In order to further protect the System and the goodwill associated therewith, Franchisee shall comply with the following:

1. Franchisee shall only purchase from 'Authorized Suppliers' and 'Preferred Suppliers' (each "Approved Suppliers") specified by Franchisor, which may include Franchisor and/or Franchisor's affiliates and/or a buying cooperative organized by Franchisor or its affiliates. Preferred Suppliers are Approved Suppliers who: (a) provide equipment, products, supplies, and/or services that Franchisor designates in the Operational Manual, (b) provide favorable products, pricing, and distribution services, and (c) Franchisor uses in Training Programs to demonstrate and teach techniques in performing services associated with Authorized Products and Services. Franchisee is required to purchase all equipment, inventory, products, supplies, and materials used in the operation of Franchisee's Tint World<sup>®</sup> Center from Suppliers specified by Franchisor, who continually meet franchisor's standards and specifications. In approving any supplier, Franchisor may consider factors such as the supplier's financial strength, quality control, and capacity to supply Franchisee's needs promptly and reliably. All suppliers must be approved in writing by Franchisor and not thereafter be disapproved. A list of Approved Suppliers is: (a) published in the Operations Manual, (b) in policy and procedures statements, (c) provided to Franchisee by other written communication, and such list may be amended and/or updated by Franchisor at any time in Franchisor's sole discretion. If Franchisee desires to purchase items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval. Franchisor shall have the right to require, as a condition of its approval and review, that its representatives be permitted to inspect the facilities of the proposed supplier and that the proposed items be delivered to Franchisor or its designee for testing. The cost of such inspection and testing shall be paid by Franchisee or the supplier, and Franchisor shall not be liable for any damage to or for the return of any sample. Franchisor reserves the right to re-inspect the facilities and to retest the products of any Approved Supplier, and to revoke any approval if the supplier fails to continue to meet Franchisor's standards;

2. Franchisee shall offer and sell only ‘Authorized Products and Services’ specified by Franchisor (the “Approved Products and Services”) as provided in the Operations Manual and as may be modified, added to and withdrawn by Franchisor from time to time. Franchisee is required to exert Franchisee’s best efforts to aggressively market and sell all Approved Products and Services. Franchisee is not authorized to offer or provide Mobile Services unless approved by Franchisor and mutually agreed to as evidenced by Franchisor and Franchisee’s execution of the Mobile Services Addendum attached as Exhibit E to this Agreement. If Franchisee executes the Mobile Services Addendum, Franchisee must offer and provide the Mobile Services as a part of the Approved Products and Services and in accordance with the terms of this Agreement. .

3. Franchisee shall offer and sell or otherwise dispense all ‘Proprietary Products and Services’ specified by Franchisor (the “Proprietary Products”) as provided in the Operations Manual. Franchisee is required to stock, display, promote, serve, and exert Franchisee’s best efforts to aggressively market and sell or otherwise dispense all Proprietary Products and Services to maintain consistent offerings by all Tint World® Centers. Proprietary Products are Approved Products that are ‘Special Items’ manufactured and/or developed by Franchisor for use by Franchisee. Proprietary Products include products and services using Franchisor’s Registered Trademark(s) and/or Service Mark(s) and meets Franchisor’s specifications. Franchisee may only purchase “Proprietary Products” and items that bear the Marks (the “Trademark” or “Service Mark”), from Franchisor or from suppliers Franchisor designates (the “Designated Suppliers”). The Proprietary Products developed by Franchisor are the only Special Items approved for use by Franchisee;

4. Franchisor has the right to add Products and Services, and to conditionally approve Products and Services at any time upon notice to Franchisee. Franchisee acknowledges and agrees that additional Approved Products and Services may require Franchisee to incur additional costs for equipment, inventory, additional personnel, personnel training, and leasehold improvements. Franchisor may delete Approved Products and Services at any time upon notice to Franchisee. Franchisee may not offer for sale any products or services that are not specifically authorized by Franchisor in writing. Franchisee may not use the Center Location for any other purpose than the operation of Tint World® Center, unless otherwise approved in writing by Franchisor. Franchisee agrees to provide courteous and efficient service at Franchisee’s Center in accordance with the standards and operating procedures contained in the Operations Manual;

5. Franchisor reserves the continual right to require Franchisee to purchase and stock any and all current and/or new Proprietary Products, as specified in the Operations Manual from time to time, directly from Franchisor and/or Affiliate entities as Designated Suppliers to the extent permitted by law;

6. Franchisor may periodically offer ‘Test Programs’ (the “Test Programs”) in order to determine whether to add products and/or services. To be included within a Test Program, Franchisee must sign an Addendum to the Franchise Agreement and meet certain criteria. Franchisor prohibits the sale of other products and services unless Franchisee receives Franchisor’s prior written consent. If Franchisee is to be found selling unauthorized products and services at Franchisee’s Tint World® Center under the name ‘Tint World®’ or otherwise, then Franchisee must account to Tint World® for these sales and pay the continuing franchise fee and advertising contributions generated from those sales. Franchisee acknowledges and agrees that Franchisee’s sale of unauthorized products and services at the Tint World® Center under the name “Tint World®” constitutes trademark infringement and entitles Franchisor to, among all other rights and remedies available to Franchisor under this Agreement and applicable law, injunctive relief and monetary damages;

7. Pursuant to the ‘Internet Products and Services Sales Program’ (“Internet Sales Program”) the participating Tint World® Centers shall receive purchases by customers who purchase products and services through the Website sales when customers designate which participating Tint World® Center they choose. The Internet Sales Program ecommerce software and distribution supplier ‘Platform’ (the “Platform”) enables customers to ‘Purchase from the www.TintWorld.com website by choosing a particular Tint World® Center to purchase the items from, and may choose to have them shipped to the chosen Tint World® Center for pick up or installation. The Internet Sales Program is subject to the same royalty payment and advertising contributions as all other sales with the same payment administration as all other sales. Franchisees are required to issue products and services limited warranties that shall; (a) be in accordance with the Operations Manual; (b) be in accordance with the manufacturers product and service limited warranty for the purchased items; and (c) be in accordance with terms and conditions of the Internet Sales Program online store website policies. Franchisees can also use the Platform to place electronic B2B wholesale supplier orders for stocking inventory and special-order products; and

8. Notwithstanding anything stated to the contrary, Franchisee understands, acknowledges, and agrees that as more Tint World® Centers locations are added, Franchisee may cease to be the closest Tint World® Center to a

specific customer. Franchisee's participation in the Internet Sales Program is subject to the following terms and conditions:

(a) The Internet Sales Program shall be paid to the participating Franchisee on only certain products and services that are sold to customers through the Website. Franchisor shall at all times have the right and have unfettered discretion to determine, select and de-select the products and services a customer may purchase through the Website. Franchisor reserves the right to establish a minimum selling price for the Internet Sales Program;

(b) Franchisee is required to service and install any items that a customer brings to the Tint World® Center that they purchased through the Internet Sales Program in the same manner as if the customer had purchased the items directly from the Tint World® Center. Franchisee shall determine labor charges for installation of the products and services all revenues derived from labor and the Internet Sales Program, and Franchisee is required to pay the same Gross Revenues Royalty Fees and National Advertising NAF contributions in the same manner as all other payments as provided in Section X of the Franchise Agreement;

(c) Franchisee understands acknowledges and agrees that in order to remain a participating Tint World® Center in the Internet Sales Program, Franchisee must complete all of the Tint World® internet training courses that are produced and failure to do so may cause Franchisee to be termination from the Internet Sales Program. Franchisee is expected to complete such courses in the calendar year that are made available to Franchisee on the TintWorld.com website;

(d) The territorial basis for the distribution of the Internet Sales Program shall be independent from the territorial protections granted to Franchisee pursuant to the Franchise Agreement. Any mention of allocation of Internet Sales Program by territory or other geographic description shall not change, modify, supplement, enhance, or otherwise increase the protections granted to Franchisee in the Franchise Agreement;

(e) Franchisee is required to sign and agree to the Internet Sales Program software license, terms of service, policies, and indemnification agreement. If Franchisee does not comply with all terms and conditions of the Internet Sales Program or Franchisee is in default of the Franchise Agreement, then Franchisor may terminate Franchisee's participation in the Internet Sales Program by giving Franchisee written notice of the default and if such default is not cured to Franchisor's satisfaction within 30 days from the date that such notice is sent to the Franchisee, then upon written notice by Franchisor, Franchisee shall be terminated from the Internet Sales Program and shall have no further right to participate in the Internet Sales Program;

(f) Franchisee shall hold harmless and indemnify Franchisor, its parents, affiliates, subsidiaries, and their respective officers, directors, employees, and legal representatives from and against any and all claims, causes of action, damages, judgment, and monies ("Claims") brought by any third party relating to the Internet Sales Program from purchases by a customer where Franchisee is given credit for such Products Purchase;

(g) At any time that the Internet Sales Program is terminated as a result of agreements between the Franchisor and the Internet Sales Program vendor, the Program shall automatically terminate. Franchisor reserves the right, in its sole discretion to establish, modify, discontinue, and re-establish the Internet Sales Program in its entirety and;

(h) The TintWorld.com website is the sole property of Franchisor. Franchisor reserves the right to change the name of the website from TintWorld.com to such other name that Franchisor believes will better carry out the terms and purposes of the Internet Sales Program.

#### O. Use Approved Equipment

Franchisee shall only use, purchase, and install equipment and fixtures of the types, brands, and models that Franchisor determines to meet Franchisor's standards and specifications as to quality performance, and safety, and purchased from suppliers (which may include Franchisor and/or its affiliates) Franchisor approves as provided in the Operations Manual. This includes purchasing or leasing all equipment, furnishings, fixtures, signs, products, inventory, supplies, software, uniforms, apparel, forms, labels, and services that meet Franchisor's uniform quality standards and specifications and purchasing these items from Franchisor's: (1) designated suppliers, (2) approved suppliers, and/or (3) or its affiliates.

P. Use Approved Signs

Franchisee shall purchase or lease, subject to local building codes and regulations, such signs that provide maximum displays of the Names and Marks of Tint World®, from suppliers (which may include Franchisor and/or its affiliates) Franchisor approves as provided in the Operations Manual. Upon renewal of this Franchise Agreement, Franchisee shall be fully responsible for obtaining and equipping the Tint World® Center with the signage that is approved for use by Franchisor at the time of the renewal of the Franchise Agreement. The color, size, design, and location of said signs shall be as specified and approved by Franchisor. Franchisee shall not place additional signs, posters, or other décor items in, on or about the Center Location without the prior written consent of Franchisor.

Q. Use Approved Uniforms

Franchisee shall only use, purchase uniforms that Franchisor determines to meet Franchisor's brand standards and specifications as to design, color, quality, performance, and safety, and purchased from suppliers (which may include Franchisor and/or its affiliates) Franchisor approves from time to time as provided in the Operations Manual.

R. No Vending Machines Without Franchisor Approval

Franchisee may not install in or at the Tint World® Center any Kiosks, games of chance, video games, newspaper racks, children's rides, telephone booths, cigarette, gum, candy, refreshments, coffee, or other vending machines, without the express written consent of Franchisor, and only then in such manner as prescribed by Franchisor for all Franchisees.

S. Telephone Numbers, Domain Names and Emails of Business

Franchisee understands and agrees that the telephone number(s) and telephone directory listings (collectively, the "Telephone Numbers and Listings") and the domain name(s), email address(es), social media accounts and passwords ("Accounts") associated with the Marks and used from time to time in connection with the operation of the Business constitutes a part of the System and are subject to the restrictions of this Agreement. Accordingly, Franchisee shall not change the telephone number(s), domain name(s), email address(es), and social media accounts or add new telephone number(s), domain name(s), email address(es) and social media accounts for the Business without prior notice and written approval by Franchisor. Franchisee shall advertise and publicize the telephone number(s), domain name(s), email address(es), and social media accounts for the Business in the manner prescribed by Franchisor. Franchisee agrees to promptly transfer the telephone number(s), domain name(s), email address(es) and social media accounts into Franchisor's name at any time upon its written request. Franchisee agrees to pay all telephone company ("Telephone Company"), domain name registry ("Registry") or internet service provider ("ISP") charges or social media companies for such telephone numbers, domain names, email addresses and social media accounts, and to reimburse Franchisor if Franchisor must pay any such charges. Franchisee agrees not to place any restrictive codes on telephone numbers, domain names, email addresses, social media accounts and passwords ("Accounts") associated with the Marks and used from time to time in connection with the operation of Franchisee's Business without Franchisor's written consent. Franchisee may not terminate any such telephone numbers, domain names, email addresses and social media accounts during the term or do anything else that may directly or indirectly impede Franchisor's ability to transfer or use those telephone numbers, domain names, email addresses and social media accounts upon any termination or expiration of this Agreement.

All telephone numbers, domain names, email addresses, directory listings and social media accounts for Franchisee's Business are proprietary of Franchisor, and Franchisor has the right to transfer, terminate or amend such telephone numbers, domain names, email addresses, directory listings and social media accounts only on termination or expiration (without renewal) of this Agreement. Franchisor reserves the right to place protective codes restricting access to telephone, domain name and email address listings in order to protect the franchise System. If Franchisor takes any action pursuant to this Section XII.S., the Telephone Company, Registry, ISP, Social Media Companies, and all listing agencies may accept this Agreement as conclusive evidence of Franchisor's exclusive rights to direct their amendment, termination, or transfer, without any liability to Franchisor.

In addition, Franchisee agrees to sign such release and transfer documents as Franchisor may require, to authorize Franchisor to obtain the telephone numbers, domain names, email addresses and social media accounts of Franchisee's Business at any time including upon any termination or expiration of this Agreement. If, during the Term, the telephone numbers, domain names, email addresses and social media accounts for Franchisee's Business should be

transferred to someone other than Franchisor, Franchisee will cooperate with Franchisor to ensure that they are returned to Franchisor.

Franchisor has established a Remote Call Forwarding Program (“RCF”), which among other things enables Franchisor and Franchisee to better evaluate the effectiveness of certain forms of advertising of the Tint World® Center within various markets. The RCF program provides a telephone call recording service (the “Recording Services”) which allows Franchisee and Franchisor to listen to the recording of customers calls and or other callers who call Franchisee’s Tint World® Center when using the RCF telephone number(s) subject to legal consent requirements that necessitates Franchisor and Franchisee to enter into this Agreement. Franchisee acknowledges, understands the Recording Service includes the use of recording a customer or other caller’s telephone conversation within the Tint World® Center and agrees with the following: (a) Franchisee consents to the taping of any telephone call that comes into the Tint World® Center from an RCF telephone number, whether or not such consent is required by one or both of the parties to the telephone call, and may not be able to be identified if a telephone call coming into the Tint World® Center is being taped; (b) Franchisee shall advise each of their employees of the Recording Services program and will notify them that any telephone call that is received by the Tint World® Center is subject to being audio recorded, and that each employee of the Franchisee who answers a telephone call at the Tint World® Center on a landline consents to having that telephone call audio tape recorded, whether or not such employee hears any language at the beginning of the telephone call announcing that this telephone call is being recorded; (c) Franchisee acknowledges and agrees that Franchisee and their employees now and in the future understand that the receipt of any telephone calls at the Tint World® Center may be audio recorded; (d) Franchisee agrees that their consent and their employee’s consent to telephone calls received at the Tint World® Center being audio recorded and advise that their participation in any received telephone call at the Tint World® Center shall constitute their consent to such telephone call being audio recorded.

#### T. Disclose Discoveries and Ideas to Franchisor

Franchisee shall promptly disclose to Franchisor all discoveries, inventions or ideas, concepts, methods, techniques and products relating to development, marketing and/or operation, whether patentable or not, relating to Franchisor’s Tint World® Center, which are conceived or made by Franchisee or any partner, officer, director, agent, or employee of Franchisee solely or jointly with others, during the term of this Agreement, whether or not Franchisor’s facilities, materials, or personnel are utilized in the conception or making of such discoveries or ideas. Franchisee hereby acknowledges and agrees that all such discoveries, inventions or ideas, concepts, methods, techniques, and products relating to development, marketing and/or operation, are the exclusive property of Franchisor, and that Franchisor shall have no obligation to Franchisee with respect thereto. The purpose of this clause is to ensure that ideas for improvements to the System that may be generated by Franchisee’s within the System will be distributed to the other Franchisees as a benefit of belonging to the System. Franchisee must sign whatever assignment and other documentation that Franchisor requires to evidence Franchisor’s ownership and to assist Franchisor in securing intellectual property rights in these discoveries, inventions or ideas, concepts, methods, techniques, or products.

#### U. Permit Franchisor to Enter Business

Franchisor and its agents have the right at any time during business hours and without prior notice to: (a) inspect Franchisee’s Tint World® Center; (b) observe, photograph, audiotape, and/or video record the operations of Franchisee’s Tint World® Center; and (c) interview personnel and customers of Franchisee’s Tint World® Center, provided that Franchisor will not interfere unduly with the operation of Franchisee’s Tint World® Center. Franchisee agrees to cooperate fully with such activities with Franchisor’s representatives in such inspections by rendering such assistance as they may reasonably request, and, upon notice from Franchisor or its agents, and without limiting Franchisor’s other rights under this Agreement, shall take such steps as may be deemed necessary to immediately correct any deficiencies detected during such inspections. In the event Franchisee fails or refuses to correct immediately any deficiency detected during such inspection, Franchisor shall have the right to make or cause to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand. The foregoing shall be in addition to any other remedies Franchisor may have pursuant to this Agreement.

#### V. Additional Requirements for Corporate Franchisee

Franchisee and each Owner (as defined below) represent, warrant, and agree that Section XXIX, attached hereto and incorporated herein by reference, is current, complete, and accurate. Franchisee agrees to promptly update Section XXIX so that Section XXIX (as so revised and signed by Franchisee) is at all times current, complete, and accurate.

Each person who is or becomes an Owner must execute an Owner's Personal Guaranty, in the form of Section XXIX, attached hereto and incorporated herein by reference, undertaking to be bound jointly and severally by the terms of this Agreement. Each Owner must be an individual acting in his or her personal capacity unless Franchisor waives this requirement.

The term "Owner" is defined as a person or entity that has any direct or indirect legal or beneficial ownership interest in Franchisee, if Franchisee is a business corporation, partnership, limited liability company, or other Legal Entity.

If Franchisee is or becomes a corporation, limited or general partnership or other organization or entity, the following requirements shall apply:

1. Franchisee shall confine its activities to the establishment and operation of the Tint World® Center;
2. Franchisee's Certificate or Sections of Incorporation and Bylaws (or comparable governing documents) shall at all times ensure that its activities are confined exclusively to operation of the Tint World® Center and that the issuance, redemption, purchase for cancellation and transfer of voting stock, or other Ownership Interest therein, is restricted by the terms of this Agreement. Franchisee shall furnish Franchisor promptly upon request copies of Franchisee's Sections of Incorporation, Bylaws, and other governing documents, and any other documents Franchisor may reasonably request any amendments thereto, from time to time;
3. Franchisee shall maintain a current list of all Owners of record and beneficial Ownership Interests of any class of voting stock of Franchisee and shall promptly furnish such list to Franchisor upon request;
4. Franchisee shall maintain stop transfer instructions against the transfer on its record of any equity securities (voting or otherwise) except in accordance with the provisions of Section XV. All securities issued by Franchisee shall bear the following legend, which shall be printed legibly and conspicuously on each stock certificate or other evidence of Ownership Interest:

THE TRANSFER OF THESE SECURITIES IS SUBJECT TO THE TERMS AND CONDITIONS OF A FRANCHISE AGREEMENT WITH TINT WORLD, LLC DATED ON THE EFFECTIVE DATE. REFERENCE IS MADE TO SAID AGREEMENT AND TO THE RESTRICTIVE PROVISIONS OF THE SECTIONS AND BYLAWS OF THIS CORPORATION;

5. All shareholders of Franchisee shall jointly and severally guarantee Franchisee's performance hereunder and shall bind themselves to the terms of this Agreement, provided, however, that the requirements of this Section XII.V., shall not apply to any corporation registered under the Securities Exchange Act of 1934 (hereinafter known as a "Publicly-Held Corporation");
6. If Franchisee is or becomes a partnership, Franchisee shall furnish Franchisor promptly upon request a copy of its partnership agreement and any other documents Franchisor may reasonably request, and any amendments thereto, from time to time;
7. Franchisee shall maintain a current list of all general and limited partners and all Owners of record and all beneficial Owners of any class of voting stock of Franchisee and shall furnish the list to Franchisor promptly upon request, from time to time; and
8. Each individual who or entity which holds an ownership or beneficial Ownership Interest in Franchisee, directly or indirectly, (including each individual holding an interest in any partnership or corporation which owns an interest in Franchisee) shall enter into a continuing guaranty agreement under seal, in the form attached hereto as Section XXIX., as such form may be amended or modified by Franchisor, from time to time (if such guaranty agreement is to be executed subsequent to the date hereof in accordance with the terms of this Franchise Agreement).

#### W. Customer Warranties

Franchisor has established a standardized customer warranty further described in the Operations Manual, with respect to Authorized Products and Services on terms and conditions which Franchisor may, in its sole discretion,

modify or change from time to time. Franchisee agrees to use such warranty product and service warranty forms as Franchisor may provide and promptly perform all of the terms and conditions of all such customer warranties, unless it is prohibited by applicable law to offer and perform all such customer warranties at Franchisee's Tint World® Center. Franchisee shall have sole responsibility for all such warranties that it issues and for performing any other authorized warranties Franchisee issues to customers.

Franchisee agrees to comply with all policies and procedures on warranty programs set forth in the Operations Manual, including performing warranty service on customer warranties issued by other Tint World® Centers and keeping records with respect to Franchisee's reimbursement claims. Franchisee agrees that all warranty services are performed by Franchisee as an independent contractor and not as Franchisor's agent.

Franchisor has the unrestricted right to establish and maintain a national customer warranty program containing such policies and procedures as Franchisor deems appropriate from time to time. Franchisee authorizes Franchisor to charge Franchisee for warranty services performed by another Tint World® Center on customer's warranties issued by Franchisee, and to credit Franchisee for warranty services Franchisee performs on customer warranties issued by another Tint World® Center, in such amounts as Franchisor may deem appropriate from time to time for the national customer warranty program. Franchisee agrees to pay Franchisor any net debit balances, and Franchisor agrees to pay Franchisee any net credit balances, with respect to the national customer warranty program at such times and on such conditions as Franchisor determines from time to time.

FRANCHISOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OR SUITABILITY OF ANY PRODUCTS SOLD OR SERVICES PERFORMED BY FRANCHISEE.

Franchisee has no authority to make any kind of warranty or representation to others on Franchisor's behalf. Franchisee is not to make or give to any customer any warrantee or representation as to the quality or fitness for use for any purpose, either express or implied, with respect to any Authorized Products and Services, unless Franchisor has approved the warranty or representation. Franchisee's obligations and liabilities under this Section XII.W., shall survive any termination or expiration of this Agreement.

#### X. Customer Complaints

Franchisee agrees to promptly address all customer complaints in accordance with the procedures contained in the Operations Manual. If Franchisee is unable or unwilling to resolve a customer complaint within 30 days and it becomes necessary for Franchisor to reimburse a customer in settlement of customer complaints about work performed at or by Franchisee's Tint World® Center, Franchisee agrees to promptly reimburse Franchisor for amounts expended on account of any such complaints, plus a 10% administrative fee. Franchisee's obligations and liabilities under this Section XII.X., shall survive any termination or expiration of this Agreement.

#### Y. Comply with Laws

Franchisee agrees to and shall obtain and at all times maintain any and all required licenses, permits and certificates relating to and necessary for full and proper operation of the Tint World® Center franchised under this Agreement. Franchisee agrees to operate its Tint World® Center in full compliance with all applicable laws, ordinances, and regulations, including the Occupational Safety and Health Act and to take reasonable prompt action to cure any deficiencies. Franchisee agrees to notify Franchisor in writing within five days after the commencement of any legal or administrative action, the issuance of any order of any court, agency or other governmental instrumentality, or the delivery of any notice of violation or alleged violation of any law, ordinance or regulation that may adversely affect the operation of Franchisee's Tint World® Center or Franchisee's financial condition. Franchisee agrees to adhere to Franchisor's standards of honesty, integrity, fair dealing, and ethical conduct in all dealings with Franchisee's customers.

#### Z. Miscellaneous

Before filing or otherwise commencing any action in arbitration or litigation, Franchisee shall give Franchisor advance written notice of Franchisee's intent to institute legal action against Franchisor, specifying the basis for such proposed action, and shall grant Franchisor 30 days from receipt of said notice to cure the alleged act upon which such

legal action is to be based. Franchisee further agrees that Franchisee will strictly comply with the dispute resolution provisions set forth in this Agreement.

### **XIII. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO INSURANCE**

#### **A. Overall Coverage Required**

Franchisee shall procure, prior to opening the Tint World<sup>®</sup> Center, and shall maintain in full force and effect during the term of this Agreement at Franchisee's expense, an insurance policy or policies protecting Franchisor, and the officers, directors, partners, and employees of both Franchisor and Franchisee against any loss, liability, personal injury, death, property damage, or expense whatsoever arising or occurring upon or in connection with operating the Tint World<sup>®</sup> Center. Franchisor shall be named as an additional insured on all such policies. Franchisor will, at Franchisee's request, provide Franchisee with assistance in obtaining the initial insurance coverage before opening of the Tint World<sup>®</sup> Center. Franchisor will have no liability to Franchisee, or anyone arising out of or related to any assistance Franchisor provides to Franchisee in obtaining initial insurance coverage.

Prior to the opening of the Tint World<sup>®</sup> Center and thereafter at least 30 days prior to the expiration of any such policy or policies, Franchisee shall deliver to Franchisor certificates of insurance evidencing the proper coverage with limits not less than those required hereunder. All certificates shall expressly provide that not less than 30 days prior written notice shall be given to Franchisor in the event of material alteration to termination, non-renewal, or cancellation of; the coverage's evidenced by such certificates.

#### **B. Insurance Carrier Must Be Approved by Franchisor**

Franchisee is required to maintain in full force and effect: (a) comprehensive, commercial, general garage keeper and automobile liability insurance; (b) general casualty insurance, including fire and extended coverage, vandalism and malicious mischief insurance for the replacement value of Franchisee's Tint World<sup>®</sup> Center and its contents; (c) business interruption insurance, and shall include such other insurance policies that must contain the types and minimum amounts of coverage, exclusions and maximum deductibles that Franchisor periodically prescribes and requires in accordance with standards and specifications set forth in the Operations Manual, or otherwise in writing. Franchisee must furnish Franchisor evidence of such policy or policies that shall be written by an insurance company rated A-minus or better, in Class 10 or higher by Best Insurance Ratings Service (or similar rating by a comparable rating service accepted by Franchisor). Franchisor and its Affiliates must be named as additional insured, and provide 30 days prior written notice to Franchisor of any material modification, cancellation or expiration of the policy and include all other provisions that Franchisor may require as a minimum (except additional coverages and higher policy limits may be specified by Franchisor from time to time in the Manual), to include the following initial minimum coverage:

1. (i) Commercial General Liability Insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, medical expenses, having a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; fire damage and medical expense coverage, which may have different limits (not less than \$100,000.00 for one fire and \$5,000.00 for one person), respectively; garage keepers liability insurance policy (current minimum amount of \$350,000.00 or \$50,000.00 per service bay, whichever is greater); plus (ii) non-owned Automobile Liability Insurance and, if Franchisee owns, rents or identifies any vehicles with any Names and Marks or vehicles are used in connection with the operation of the Tint World<sup>®</sup> Center, automobile liability coverage for owned, non-owned, and hired vehicles having limits for bodily injuries of \$1,000,000.00 per person and \$1,000,000.00 per accident, and property damage limits of \$100,000.00 per occurrence; plus (iii) Franchisor recommends excess Liability Umbrella Coverage for the general liability and automobile liability coverage in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. All such coverages shall be on an occurrence basis and shall provide for waivers of subrogation;

2. Franchisee shall also maintain All-risk Property Insurance, including theft and flood coverage (when applicable), written at replacement cost value covering the building improvements, furniture, fixtures, equipment, and inventory. Coverage shall be written in a value which will cover not less than 80% of the replacement cost of the building and 100% percent of the replacement cost of the contents of the building;

3. Franchisee shall also maintain Business Interruption Insurance of not less than \$100,000.00 for loss of income and other expenses with a limit of not less than six months of coverage;

4. Franchisee shall also maintain Employer's Liability and Worker's compensation Insurance; and

5. Franchisee shall also maintain Comprehensive Crime and Blanket Employee Dishonesty Insurance in an amount of not less than \$10,000.00.

Franchisee is required to pay insurance payments through electronic funds transfer or automatic withdrawal from Franchisee's main depositing bank account. Franchisee is required to complete EFT / ACH and credit card authorization documentation to facilitate such payments. At Franchisor's request, Franchisee shall furnish Franchisor with such evidence of insurance coverage and payments of premiums as Franchisor requires. If Franchisee fails or refuses to maintain any required insurance coverage, or furnish satisfactory evidence thereof, Franchisor at its option and addition to Franchisor's other rights and remedies hereunder, may obtain such insurance coverages on Franchisee's behalf. If Franchisor does so, Franchisee agrees to fully cooperate with Franchisor in its effort to obtain such insurance policies and agrees to pay Franchisor any costs and premiums Franchisor incurs. Franchisee's obligation to maintain insurance coverage is not diminished in any manner by reason of any separate insurance Franchisor may choose to maintain, nor does it relieve Franchisee of its obligations under Section XVIII. Franchisor's approval of the insurance Franchisee obtains shall not constitute a representation or warranty as to the adequacy of the limits of coverage of such insurance.

Franchisee's obligation to obtain and maintain, or cause to be obtained and maintained, the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section XVIII., of this Agreement. The insurance requirements provided herein may be modified from time to time during the term by Franchisor in the exercise of Franchisor's sole discretion.

C. No Limitations on Coverage

Franchisee's obligations to obtain and maintain the foregoing insurance policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in this Agreement. Franchisee may maintain such additional insurance as it may consider advisable.

D. Franchisee Must Provide Evidence of Coverage to Franchisor

Upon obtaining the insurance required by this Agreement and on each policy renewal date thereafter, Franchisee shall promptly submit evidence of satisfactory insurance and proof of payment to Franchisor, together with, upon request, copies of all policies and policy amendments and endorsements. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be cancelled or materially altered without giving at least 30 days' prior written notice to Franchisor.

E. Franchisor May Procure Insurance Coverage

Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as described from time to time by the Operations Manual or otherwise in writing, Franchisor shall have the right and authority (but no obligation) to procure such insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses, which shall not be less than 20% of the premium for an administrative cost of obtaining the insurance, and shall be payable by Franchisee immediately upon notice from Franchisor.

**XIV. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO ACCOUNTING AND RECORDS**

A. Bookkeeping, Accounting and Records

Franchisee shall prepare, maintain and preserve for a minimum of seven years, full, complete accurate records (including and records relating to Franchisee's Gross Revenue) and closeout sheets, payroll, accounts (using Franchisor's standard chart of accounts and accounting system described by Franchisor and specified in the Operations Manual or otherwise specified in writing) for Franchisee's Tint World® Center, copies of Franchisee's sales tax returns, bank statements, and such portions of Franchisee's state and federal income tax returns as related to Franchisee's Tint World® Center). All such books and records shall be kept at the Center Location, unless Franchisor otherwise approves. Alternatively, Franchisee may keep such books and records at the Center Location of the Accountant who maintains

Franchisee's financial records and/or prepares Franchisee's tax returns, provided Franchisee notifies Franchisor in advance and such accountant agrees to give Franchisor such unrestricted access to such books and records.

Franchisee may not commingle any of Franchisee's funds derived from the operation of Franchisee's Tint World® Center with any other funds. If Franchisee commingles any of the funds derived from the operation of Franchisee's Tint World® Center, with other funds such as Franchisee's personal funds, then, in addition to Franchisor's other rights hereunder and under applicable law, Franchisor will have the right to review and photocopy all of the records and accounts relating to such other funds, including Franchisee's personal records and accounts.

#### B. Franchisor's Right to Audit

Franchisor or its designated agents shall have the right, at any time during business hours and/or such other reasonable times to inspect, examine, photocopy, record and audit the books, records, bank statements, tax returns and other documents relating to the development, ownership, lease, occupancy, or operation of Franchisee's Tint World® Center for the sole purpose of determining Franchisee's compliance with the provisions of the Agreement. Franchisor agrees to provide Franchisee with reasonable notice (which in no event shall be more than thirty days) of any such audits unless Franchisor has justification for not providing notice, in which case no prior notice need be given. Franchisee must cooperate fully with Franchisor and its representatives and independent accountants in conducting such audits. If any audit discloses an understatement of Gross Revenues, Franchisor agrees to provide Franchisee with a copy of the audit report, and Franchisee agrees to pay Franchisor with seven days after receipt of the audit report, the Royalties and National Advertising Fund payments due on the amount of such understatement, plus interest as required in Section X.G., from the date originally due until the date of payment. Franchisor's acceptance of any such payment does not constitute a waiver of any rights, including Franchisor's rights under Section XXIII., an estoppel or election of remedies.

In addition, Franchisee agrees to pay Franchisor the costs of any audits performed as a result of: (a) Franchisee failure to submit statements of Gross Revenue; (b) Franchisee's failure to maintain books and records or computer systems as required in Section XIV.G.; (c) Franchisee's reporting Gross Revenues for any period of any consecutive 12 months are more than 2% below Franchisee's actual Gross Revenues for such period as determined by any such audit; or (d) Franchisee's failure to produce all of Franchisee's books and records as required by Franchisor or its authorized agents within 15 days after Franchisor's request for any such items. Such audit costs include the fees of any independent accountants and per diem fees and transportation, lodging, meals, and wages, and related costs of Franchisor's employees.

#### C. Reporting of Gross Revenues

Franchisee shall submit to Franchisor during the term of this Agreement, after the opening of the Tint World® Center, (a) a royalty report, on a one week accounting period basis in the form prescribed by Franchisor from time to time, accurately reflecting all Gross Revenues during each preceding one week accounting period, and such other data or information as Franchisor may require, from time to time, said report to be received by Franchisor within five days from the date of expiration of each such one week accounting period; and (b) profit and loss statements, balance sheets and trial balances prepared in accordance with generally accepted accounting principles, consistently applied, for each accounting period, to be received by Franchisor within 15 days after the date of expiration of each period covered by the report, (c) copies of all tax returns relating to sales at or in connection with the Tint World® Center to be received by Franchisor within 10 days of the end of the state sales tax reporting period, and (d) such other data or information as Franchisor may require, from time to time.

#### D. Submission of Financial Statements

Franchisee shall, at its expense, submit to Franchisor, within 30 days of the end of each calendar quarter during the term of this Agreement, on forms prescribed by Franchisor, using the general ledger chart of accounts designated by franchisor, and prepared in accordance with Generally Accepted Accounting Standards, financial statements of Franchisee's Tint World® Center for the preceding quarter, including an income statement, balance sheet, and statement of cash flows. Each financial statement submitted by Franchisee shall be true and accurate and shall confirm the requirements set forth in this Section XIV(D) and as otherwise designated by Franchisor in the Operations Manual. Franchisee shall also, at its expense, submit to Franchisor within 60 days of the end of each calendar year a complete financial statement for said calendar year, including, without limitation, an income statement, balance sheet, and statement of cash flows to be prepared at least annually by an independent Certified Public Accountant, together with such other financial statements, tax returns,

tax records, and other financial information in such form as Franchisor may require. Franchisee shall also submit to Franchisor the current financial statement and other forms, records, reports, information, and data as Franchisor may reasonably designate, in the form, and at the times and the places reasonably required by Franchisor, upon request, and as specified from time to time in the Operations Manual or otherwise in writing.

#### E. Disclosure of Financial Statements

Franchisee hereby grants permission to Franchisor to release to Franchisee's landlord, lenders or prospective landlords or lenders, any financial and operational information relating to Franchisee and/or the Business; however, Franchisor has no obligation to do so.

#### F. Accounting Equipment

Franchisee shall follow and adhere to the daily accounting and reporting procedures as required by Franchisor, from time to time, and shall purchase accounting and reporting equipment including, but not limited to, computer hardware, point of sale software, required dedicated telephone and power lines, modems, printers, other computer related accessories or peripheral equipment as Franchisor may specify from time to time for management information functions, such as recording and reporting Gross Revenues. Such computer hardware must meet Franchisor's specifications and function properly with computer software Franchisor requires. Franchisee agrees to not use any point-of-sale software or any other software in the operation of Franchisee's Tint World<sup>®</sup> Center that Franchisor has not approved.

Franchisee agrees to provide such assistance as may be required to connect Franchisee's computer systems with Franchisor's computer systems or the computer system of a data collection service that Franchisor designates. Franchisee agrees to transmit electronically to Franchisor such data from Franchisee's computer system, in Franchisor's sole discretion, deem desirable, with the cost of such telephonic transmissions to be borne by Franchisee if Franchisor mandates electronic submissions of such data and no longer require Franchisee to furnish hard copies of such data pursuant to Section XIV.G.

Franchisee agrees to, at its own expense, keep its computer systems in good condition and to promptly install such additions, changes, modifications, substitutions or replacements to software, telephone and power lines, and other data transmission facilities as Franchisor directs to ensure full operational efficiency and optimum communications capabilities between and among computer systems. In view of the contemplated interconnection of computer systems and the necessity that such systems be compatible with each other, Franchisee agrees to use computer software that complies with Franchisor's specifications.

If Franchisee fails to transmit its sales figures and/or pay its maintenance fees or any other fees due Franchisor or its Affiliates, Franchisee's Tint World<sup>®</sup> POS, PRO-CUT, and Franchise Intranet software programs will become disabled. Additionally, Franchisor requires that Franchisee purchase annually, the latest version of Tint World<sup>®</sup> POS Accounting Software to produce, prepare and submit financial and other computer software required to provide generated reports Franchisor requires from time to time.

The point-of-sale software and equipment to be used in the Tint World<sup>®</sup> Center shall possess many important features in order to facilitate the operation and internal accounting control of the Tint World<sup>®</sup> Center. The software and hardware of the point of sale system shall contain the following, without limitation and is further described in the Manual: (a) highly sensitive computer with keyboard and monitor for input; (b) controlled access to management functions such as item voids, sales reports, refunds and adjustments; (c) two remote printers to aid in monitoring sales; (d) internal communication among cash registers; (e) check printer to document the detail of all sales transactions; (f) capability to provide telecommunications to a central polling location; (g) a hard copy slip printer for receipts; (h) a security key and password identification for each employee, allowing the point of sale system to provide detailed sales information for each employee; (i) detailed sales tracking ability including, but not limited to, hourly sales, department sales, customer counts, inventory management, sales for the individual employees and accounting period to date sales information; and (j) communication or polling ability for all sales information to be retrieved by Franchisee or Franchisor.

#### G. Periodic Reports

Franchisee agrees to furnish Franchisor: (a) no later than Wednesday of each week, a report of Gross Revenues for the immediately preceding week, along with copies of invoices for work performed (invoices are not required

if equivalent data is provided electronically); (b) no later than the 15<sup>th</sup> day of each month during the first three months of operation of Franchisee's Tint World<sup>®</sup> Center, an income statement and statement of cash flow for Franchisee's Tint World<sup>®</sup> Center for the preceding month and for the year-to-date and balance sheet as of the end of such month; (c) within 90 days after the end of each calendar year, a year-end tax return, balance sheet and income statement and statement of cash flow of Franchisee's Tint World<sup>®</sup> Center for such year, reflecting all year-end adjustments and accruals, provided Franchisor will not unreasonably withhold its consent to a request for an extension of time to provide such statements; (d) such other information as Franchisor may require from time to time, including reports on marketing activities, customer warranty work, cost of goods sold and labor costs, sales and Franchisee's income tax statements (provided, however, that if Franchisee is an individual, only the parts of income tax statements that disclose information about Franchisee's Tint World<sup>®</sup> Center need to be furnished). Franchisee agrees that the information in each such report and financial statement shall be complete and accurate.

#### H. Use of Customer Information

Franchisor has the right to use or disclose information from all reports, statements and electronic data transmissions from Franchisee in such manner as Franchisor deems reasonably appropriate, provided Franchisor will not identify Franchisee by name unless required to do so by law or in connection with any legal proceeding, and provided further that, during the Term, Franchisor agrees not to (a) use the identity of customers of Franchisee's Tint World<sup>®</sup> Center for soliciting Franchisee's Authorized Products and Services by Tint World<sup>®</sup> Centers owned by Franchisor or any of its Affiliates, (b) sell, or authorize any Affiliate of Franchisor's, such information to any third party, or (c) disclose such information to any Affiliate that offers or sells any of the Proprietary Products and Services under trademarks or service marks that are not the Marks.

### **XV. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO USES OF NAMES AND MARKS**

#### A. Names and Marks are Owned by Franchisor

All Franchisees usage of the Marks granted under the Franchise Agreement is nonexclusive, and Franchisor retains the right, among others: (a) to use the Marks in connection with selling products and services; (b) to grant other licenses for the Marks, in addition to those licenses already granted to existing Franchisees; (c) to develop and establish other systems using the same or similar Marks, or any other proprietary Marks, and to grant licenses or franchises in those systems without providing any rights to Franchisee.

The Franchise Agreement grants Franchisee the right to use the trademarks and service marks that identify the services and/or products offered by the Franchisor. All Franchisee usage of the Marks and any goodwill Franchisee establishes are to Franchisor's exclusive benefit and Franchisee retains no right or rights in the Marks on the termination or expiration of the Franchise Agreement. Franchisee may not use the Marks as a part of any corporate or trade name, nor may Franchisee use any trade name, trademark, service mark, emblem, or logo other than the Marks, as Franchisor may designate from time to time. Franchisee must prominently display the Marks on such items and in the manner Franchisor designates. Franchisee must obtain such fictitious or assumed name registrations as Franchisor requires or under applicable law. Franchisee must identify itself as the Owner of the Tint World<sup>®</sup> Center by placing Franchisee's name on all business checks, invoices, receipts, contracts, and other documents that bear any of the Marks, and on all printed materials. Franchisee name must be followed by the phrase "Independently Owned and Operated" as a franchisee of the Franchisor or such other phrase as Franchisor from time to time directs. Franchisor will have no liability or obligation to Franchisee whatsoever with respect to any required modification or discontinuance of any Mark, or the promotion of a substitute trademark, service mark or trade dress, that is a result of Franchisor's determination of a risk of conflicting rights with others.

In addition to the Franchisor's registered marks, Franchisor asserts a common law right to the name "Tint World<sup>®</sup>" by virtue of Franchisor's use of the name since 1982 in Florida. Franchisor also has additional registered marks that are not licensed to Franchisee under the franchise agreement, including several international marks.

Franchisee acknowledges that the Marks are valid, and that Franchisor owns the Marks. Franchisee's right to use the Mark is derived solely from this Agreement and is limited to conducting business pursuant to and in compliance with this Agreement. Franchisee's unauthorized use of any of the Marks constitutes a breach of this Agreement and an infringement of Franchisor's rights to the Marks. This Agreement does not confer on Franchisee any good will or other interest in the Marks. Franchisee's use of the Marks and any goodwill established thereby inures to Franchisor's exclusive benefit. All provisions to this Agreement applicable to the Marks apply to any additional or substitute trademarks, service

marks and trade dress Franchisor authorizes Franchisee to use. Franchisee may not at any time during or after the Term contest, or assist any other person in contesting, the validity or ownership of the Marks.

Franchisor warrants with respect to the proprietary Names and Marks that:

1. Franchisor has the exclusive right to use the System, Names and Marks to establish Tint World<sup>®</sup> operations worldwide;
2. Franchisor is taking and will take such steps as are reasonably necessary to preserve and protect the ownership and validity of such Names and Marks; and
3. Franchisor will use and permit Franchisee and other franchisees to use the Names and Marks with the System and standards attendant thereto, which underline the goodwill associated with and symbolized by the Names and Marks.

B. Franchisee is Licensed to Use Names and Marks

With respect to Franchisee's franchised use of the Names and Marks pursuant to this Agreement, Franchisee agrees that:

1. Franchisee shall use only the Names and Marks as are approved in writing by Franchisor for Franchisee's use, and shall use them only in the manner authorized and permitted by Franchisor and that in any use whatsoever of the Names and Marks of Franchisor that the Names and Marks are identified as being registered to or owned by Franchisor;
2. Franchisee shall use the Names and Marks only in connection with the operation of the Tint World<sup>®</sup> Center in connection with the sale of Authorized Products and Services and in advertising for the Tint World<sup>®</sup> Center conducted at or from Franchisee's approved Center Location;
3. Franchisee shall use and display, as Franchisor may require in the operation of the Tint World<sup>®</sup> Center, a notice in the form approved by Franchisor indicating that Franchisee is a "Franchised Operator" under the System and that the Names and Marks are used by Franchisee under such Franchise;
4. Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Tint World<sup>®</sup> Center under the Name and Mark "Tint World<sup>®</sup>";
5. Franchisee's right to use the Names and Marks is limited to such usages as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights;
6. Franchisee shall not use the Names and Marks to incur any obligations or indebtedness on behalf of Franchisor;
7. Franchisee shall not use the Names and Marks or any part thereof as part of its corporate or another legal name;
8. Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registration, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Names and Marks or to maintain their continued validity and enforceability;
9. In the event any litigation involving the Names and Marks is instituted or threatened against Franchisee, Franchisee shall promptly notify Franchisor and shall cooperate fully with Franchisor in defending such litigation;

10. During the term of this Agreement and any renewal hereof, Franchisee shall identify itself as the Owner of the Tint World<sup>®</sup> Center in conjunction with any use of the Names and Marks, including, but not limited to, on invoices, order forms, receipts, and contracts, as well as at such conspicuous locations at Franchisee's Center Location and as Franchisor may designate in writing. The form and content of such identification shall comply with standards set forth in

the Operations Manual; and

11. Franchisee may not, either during or after this Agreement's term, use any of the Marks or any similar word, phrase or symbol (i) as part of any domain name or electronic address it maintains on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system or (ii) in any user name, screen name or profile in connection with any social networking Websites such as, but not limited to Facebook, Google, YouTube, LinkedIn, X/Twitter, Pinterest, Instagram, TikTok, Yelp, YP, except in accordance with Franchisor's guidelines set forth in the Operations Manual or otherwise in writing from time to time. If Franchisor approves the use of any social networking Websites (such as Facebook, Google, YouTube, LinkedIn, X/Twitter, Pinterest, Instagram, TikTok, Yelp, YP) in the operation of Franchisee's Tint World<sup>®</sup> Center or the posting of messages relating to Franchisee's Tint World<sup>®</sup> Center on other Websites, Franchisee will do so only in accordance with the Operations Manual and Franchisor's guidelines as they may be modified by Franchisor from time to time. Franchisor reserves the right to require its approval of any message Franchisee composes for a social networking Website or commentary for any other Website before Franchisee posts such message or commentary.

C. Franchisee Will Not Challenge Franchisor's Rights in Its Names and Marks

Franchisee expressly understands and acknowledges that:

1. Franchisor is the Owner of all right, title, and interest in and to the Names and Marks and the goodwill associated with and symbolized by them;
2. The Names and Marks are valid and serve to identify the System and those who are franchised under the System;
3. Franchisee shall not directly or indirectly contest the validity or the ownership of the Names and Marks;
4. Franchisee's use of the Names and Marks pursuant to this Agreement does not give Franchisee any Ownership Interest or other interest in or to the Names and Marks, except the non-exclusive Franchise granted herein;
5. Any goodwill arising from Franchisee's use of the Names and Marks in its Tint World<sup>®</sup> Center under the System shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement and the Franchise herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Names and Marks;
6. Franchisor reserves the right to substitute different Names and Marks for use in identifying the System, the Tint World<sup>®</sup> Center and other franchised Tint World<sup>®</sup> Centers operating there under;
7. Franchisee hereby agrees not to register or attempt to register the Names and Marks in Franchisee's name or that of any other firm, person, or corporation; and
8. The right and license of the Names and Marks granted hereunder to Franchisee is nonexclusive, and Franchisor thus has and retains the rights, among others: (a) to use the Names and itself in connection with selling products and services; (b) to grant other licenses for the Names and Marks, in addition to those licenses already granted to existing Franchisees; and (c) to develop and establish other systems using similar Names and Marks, or any other proprietary marks, and to grant licenses or franchises thereto at any location(s) whatsoever without providing any rights therein to Franchisee;
9. Franchisee understands and acknowledges that Franchisor has the unrestricted right to engage, directly or indirectly, through its or their employees, representatives, licensees, assigns, agents, and others, at wholesale, retail and otherwise, in the production, distribution and sale of products bearing the Names and Marks licensed hereunder or other names or marks, including without limitation, products included as part of the System. Franchisee shall not under any circumstances engage in any wholesale trade or sale of System products for resale; and
10. Franchisee understands and acknowledges that Franchisor cannot prevent anyone who began using the name "Tint World<sup>®</sup>" before Franchisor's use of it from continuing their use of that name in the area of prior use.

#### D. Discontinuance of Use of Marks

If Franchisor determines it is advisable at any time for Franchisor and/or Franchisee to modify or discontinue use of any Mark and/or use one or more additional or substitute trademark, service marks or trade dress, Franchisee agrees to comply with Franchisor's directions within a reasonable time after notice. Franchisor will have no liability or obligation to Franchisee whatsoever with respect to any such required modification or discontinuance of any Mark, or the promotion of substitute trademark, service mark or trade dress, that is a result of Franchisor's determination of a risk of conflicting rights with others.

#### E. Notification of Infringement Claims

Franchisee agrees to notify Franchisor of any apparent infringement of or challenge to Franchisee's use of any Mark, or any claim by another person of any rights of any Mark. Franchisee may not communicate with any person, other than Franchisor, its counsel and Franchisee's counsel, in connection with any such infringement, challenge or claim. Franchisor will have sole discretion to take such action as Franchisor deems appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. Franchisee must sign any and all documents, render such assistance and do such things as may be advisable in the opinion of Franchisor's counsel to protect Franchisor's interests in any litigation or U.S. Patent and Trademark Office proceeding or otherwise to protect Franchisor's interest in the marks.

#### F. Indemnification of Franchisee

Franchisor agrees to indemnify Franchisee against, and to reimburse Franchisee, for all damages for which it is held liable in any action for trademark infringement arising out of Franchisee's authorized use of any Mark pursuant to and in compliance with this Agreement and, accept as provided herein, for all costs Franchisee reasonably incurs in defending any such claim brought against Franchisee, provided Franchisee has timely notified Franchisor of such claim and provided further that Franchisee and its Owners are in compliance with this Agreement and all other agreements entered into with Franchisor or any of its Affiliates. Franchisor, at its sole discretion, is entitled to prosecute, defend and/or settle any such action arising out of Franchisee's use of any Mark, and if Franchisor undertakes to prosecute, defend and/or settle any such matter, Franchisor has no obligation to indemnify or reimburse Franchisee for any fees or disbursements of any legal counsel retained by Franchisee.

### **XVI. SPECIFIC OBLIGATIONS OF THE FRANCHISEE RELATING TO CONFIDENTIALITY OF PROPRIETARY INFORMATION**

#### A. Franchisor's Confidential Information

Franchisor owns proprietary and Confidential Information ("Confidential Information") relating to the development and operation of Tint World® Centers, including: (1) technical information and expertise relating to Authorized Products and services and the equipment used in connection therewith; (2) site selection criteria for Tint World® Centers; (3) sales, advertising and marketing programs and techniques for Tint World® Centers; (4) knowledge of operating results and financial performance of Tint World® Centers, other than Franchisee's Tint World® Center and other Tint World® Franchisee's Tint World® Centers that Franchisee owns; (5) comprehensive methods of operating Tint World® Centers, including pricing information and inventory mix; and (6) computer software programs.

Franchisor agrees to disclose relevant parts of the Confidential Information to Franchisee solely for Franchisee's use in the operation of Franchisee's Tint World® Center. The Confidential Information is proprietary and includes trade secrets. During the Term and thereafter; (a) Franchisee must not use the Confidential Information in any other business or capacity (and Franchisee acknowledges that such use is unfair method of competition); (b) Franchisee agrees to maintain the confidentiality of the Confidential Information; (c) Franchisee may not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; and (d) Franchisee agrees to implement all reasonable procedures Franchisor describes from time to time to prevent unauthorized use of the Confidential Information, including the use of nondisclosure agreements with Franchisee's directors, officers, managers and employees, and the delivery of such agreements to Franchisor. Franchisee's restriction on disclosure and use of Confidential Information do not apply to information or techniques which are or become generally known in the automotive, residential, commercial and marine window tinting, mobile electronics, audio visual systems, security and protective systems, detailing, reconditioning, accessories and other maintenance, repair and service installations that we designate from time to time in

the industry (other than through Franchisee's own disclosure), provided Franchisee obtains Franchisor's prior written consent to such disclosure or use. Franchisor agrees to consent to such disclosure or use if Franchisor believes such information is in the public domain.

Franchisee shall treat, and shall ensure that its owners treat, all information it receives which comprises the Licensed Methods (including, without limitation, the Operations Manual) as proprietary and confidential and not use such information in an unauthorized manner or disclose the same to any unauthorized person including, without limitation on or in connection with any social media website.

#### B. Franchisee Will Learn Proprietary Matters

Franchisee acknowledges that he or she will obtain knowledge of proprietary matters, techniques and business procedures or Franchisor that are necessary and essential to the operation of the Tint World<sup>®</sup> Center, without which information Franchisee could not effectively and efficiently operate such Tint World<sup>®</sup> Center, including, without limitation, knowledge regarding the System, the layout of the Tint World<sup>®</sup> Center and the Operations Manual. Franchisee further acknowledges that such proprietary information was not known to Franchisee prior to execution of this Agreement and that the methods of Franchisor are unique and novel to the System. As used herein, "Proprietary Information" shall mean Confidential Information concerning:

1. Persons, corporations, or other entities which are, have been, or become Franchisees of the System and any investors therein;
2. Persons, corporations, or other entities which are, have been, or become customers of the Tint World<sup>®</sup> Center;
3. The terms of and negotiations relating to past or current Franchise Agreements with respect to the System;
4. The operating procedures of the System, including without limitation: distinctive management, bookkeeping and accounting systems and procedures, advertising, promotional and marketing methods, personnel hiring and training procedures, the manufacturers, suppliers and uses of equipment, and lists of vendors and suppliers;
5. The economic and financial characteristics of the System and Franchisees, including without limitation: pricing policies and schedules, profitability, earnings and losses, and capital and debt structures;
6. The services and products offered to customers of Tint World<sup>®</sup> Center, including, without limitation, the scope of services performed, and services refused; and
7. All documentation of the information is listed in Sections XVI.A.1. through XVI.A.7. hereof, including, without limitation, the Operations Manual. During the term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement, Franchisee agrees not to divulge, directly or indirectly, any Proprietary Information, without the prior written consent of Franchisor. Nothing contained herein shall be construed so as to require Franchisor to divulge any secret processes, formulas, or the like.

#### C. Franchisee's In-Term Covenants

During the Term of this Agreement and any extension thereof, Franchisee and Franchisee's Owners, individually, jointly, and severally, shall not:

1. Directly or indirectly (such as through corporations or other entities owned or controlled by Franchisee or its Owners) own any legal or beneficial interest in, manage, operate, or consult with; (1) any Competitive Business located anywhere; or (2) any entity located anywhere which grants franchises, licenses or other rights to others to operate any Competitive Business; or
2. Divert or attempt to divert any business or customer of any Tint World<sup>®</sup> Business to any competitor or do anything injurious or prejudicial to the goodwill associated with the Marks or the System.

The term “Competitive Business” or “Competitor” is defined as any enterprise (other than a Tint World® Center operated under a franchise agreement with Franchisor) that offers or sells any of the Authorized Products and Services, including Mobile Services whether or not Franchisee is authorized to provide Mobile Services. Notwithstanding anything to the contrary contained in this Agreement, Franchisee is not restricted from: (a) owning shares of a class securities of a Competitive Business that are listed on a stock exchange or traded on the over-the-counter market and that represent less than 5% of that class of securities; or (b) owning and operating an enterprise (i) that offers and sells products and services which Franchisor considers to be Authorized Products and Services, other than automotive, residential, commercial and marine window tinting, mobile electronics, audio visual systems, security and protective systems, detailing, reconditioning, accessories and other maintenance, repair and service installations that we designate from time to time, (ii) that Franchisee owns and operates prior to the date that such product or service is designated as an Authorized Product or Service (even if such designation is on a test basis), and (iii) that Franchisee fully disclose to Franchisor in writing before the date such product or service is designated an Authorized Products or Service.

#### D. Franchisee’s Employees Will Not Disclose Proprietary Information

The Franchisee may disclose Proprietary Information only to such of its employees, agents and representatives as must have access to it in order to operate the Tint World® Center. Franchisee shall obtain from each such employee, representative or agent, an agreement that such person shall not during the course of his/her employment, representation, or agency with Franchisee, or for a period of five (5) years thereafter, use, divulge, disclose, or communicate, directly or indirectly, in any form or manner, to any person, firm or corporation, any of the Proprietary Information of Franchisor.

#### E. Information Exchange

The value of the System is maximized by Franchisor’s evaluation of innovations suggested by Franchisees and incorporating them into the System if Franchisor deems appropriate. If innovations from such other Franchisees are incorporated into the System, Franchisee will be entitled to use them as part of the System. Franchisee agrees to a reciprocal obligation and to disclose to Franchisor all ideas, concepts, methods, techniques and products relating to the development, marketing and/or operation of the Tint World® Center that Franchisee conceives or develops, whether or not protectable intellectual property and whether created by or for Franchisee or Franchisee’s Owners or employees, it must be promptly disclosed to Franchisor and it will be deemed to be Tint World®’s sole and exclusive property, part of the System, and works made-for-hire for Franchisor. To the extent any item does not qualify as a “work made-for-hire” for Franchisor, Franchisee assigns ownership of that item, and all related rights to that item to Tint World®, and Franchisee agrees to take whatever action (including: signing assignment or other documents) and to execute documents and do such other things as Franchisor may reasonably request for Franchisee to evidence and secure Tint World®’s ownership and to assist Franchisor in intellectual property rights in these ideas, concepts, methods, techniques or products whether or not they are patentable inventions. If Franchisor adopts any of them as part of the System, Franchisee agrees to grant Franchisor perpetual, royalty-free, worldwide license to incorporate same into the System and to use, and sub-license the use, of same in connection with Tint World® Centers.

#### F. Franchisee’s Post Term Covenants

For a period of two years, starting on the effective date of termination or expiration and when Franchisee complies with Franchisee’s Post Term Covenants (without Franchisee exercising its rights pursuant to, and in accordance with Section VII.B.) of this Agreement, Franchisee and Franchisee’s Owners, individually, jointly, and severally, shall not directly or indirectly (such as through corporations or other entities owned or controlled by Franchisee or its Owners) own any legal or beneficial interest in, manage, operate or consult with; (a) any Competitive Business located at the Tint World® Center; (b) any Competitive Business located within a radius of 20 miles of Franchisee’s Tint World® Center; (c) any Competitive Business located within a radius of 20 miles of any Tint World® Center in operation on the effective date of termination or expiration; or (d) any entity which grants franchises, licenses or other rights to other to operate any Competitive Business.

Franchisee and each of its Owners acknowledge that Franchisor has a protectable legal interest in the System and that these non-competition covenants contained in Section XVI.C. and Section XVI.F., are necessary elements to their protection and are an integral part of this Agreement.

#### G. Injunctive Relief is Available to Franchisor

Franchisee acknowledges that any failure to comply with the requirements of this Section XVI. will cause Franchisor irreparable injury, and Franchisor shall be entitled to obtain specific performance of, or an injunction against any violation of, such requirements; Franchisee waives any requirements for the posting of any bond(s) relating thereto. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against, violation of requirements of this Section XVI. The foregoing remedies shall be in addition to any other legal or equitable remedies which Franchisor may have.

#### H. Franchisor's Patent Rights and Copyrights

Franchisor does not own rights in or to any patents that are material to the Franchise. Franchisor claims copyright protection of its Operations Manual, and related materials, and advertisement and promotional materials although such materials may not have been registered with the United States Copyright Office. However, Franchisor intends to obtain copyright protection for the Operations Manual and certain marketing, sales, and operations literature. Furthermore, Franchisor claims rights to certain trade secrets and Confidential Information as discussed above. Franchisor considers certain information and materials to the development and operation of Tint World® Centers to be Franchisor's trade secrets and proprietary information (the "Confidential Information") and may be used by Franchisee only as provided in the Franchise Agreement. This Confidential Information includes: (1) technical information and expertise relating to Authorized Products and Services and the equipment used with them; (2) site selection criteria for Tint World® Centers; (3) sales, marketing and advertising programs and techniques for Tint World® Centers; (4) knowledge of operating results and financial performance of Tint World® Centers, other than Franchisee's Tint World® Center and other Tint World® Centers that Franchisee owns; (5) comprehensive methods of operating Tint World® Centers, including pricing information and inventory mix; and (6) computer software and internet programs. Franchisor reserves the right to register any of its copyrighted materials at any time Franchisor deems appropriate.

### **XVII. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO TAXES, PERMITS AND LAWSUITS**

#### A. Franchisee Must Notify Franchisor of Lawsuits

Franchisee shall notify Franchisor in writing within five days of notice of the commencement of any action, suit, or proceeding against Franchisee, and of the issuance of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which arises out of, concerns, or may affect the operation or financial condition of the Tint World® Center, including, without limitation, any criminal action or proceedings brought by Franchisee against its employees, customers, or other persons.

#### B. Franchisee Must Comply with Laws

Franchisee shall, at Franchisee's expense, comply with all federal, state, and local laws, rules, regulations, and ordinances and shall timely obtain and shall keep in force as required throughout the term of this Agreement all permits, certificates and licenses necessary for the full and proper conduct of the Tint World® Center, including, without limitation, any required permits, licenses to do business, fictitious name registrations, sales tax permits, and fire clearances.

#### C. Franchisee Must Pay Taxes Promptly

Franchisee agrees to promptly pay to Franchisor an amount equal to all taxes levied or assessed, including unemployment taxes, sales tax, use taxes, withholding taxes, personal property taxes, intangible property taxes, gross receipt taxes, taxes on royalties, and any other similar taxes or levies, imposed upon or required to be collected or paid by Franchisor by reason of the furnishing of products, intangible property (including trademarks) or services to Franchisee. In the event of a bona fide dispute as to Franchisee's liability for taxes, Franchisee may contest its liability in accordance with applicable law.

#### D. Franchisee May Contest Tax Assessments

In the event of any bona fide dispute as to any liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law. However, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or

warrant, or attachment by a creditor to occur against the premises of Franchisee's Tint World® Center, Franchisee's Center Location, or any improvements thereon.

## **XVIII. SPECIFIC OBLIGATION OF FRANCHISEE RELATING TO INDEMNIFICATION**

Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name. Franchisee further understands and agrees that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the Tint World® Center or any claim or judgment arising there from against Franchisee.

Franchisee agrees to indemnify Franchisor and Franchisor's Affiliates and Franchisor's directors, officers, employees, shareholders, agents, successors and assigns collectively "Indemnities"), and to hold the indemnities' harmless to the fullest extent permitted by law, from any and all losses and expenses (as defined below) incurred in connection with any litigation or other form of adjudicatory procedure (including arbitration), claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of, a claim of a third party in connection with the selection, development, ownership, opening, operation and/or closing of Franchisee's Tint World® Center (each an "event"), and regardless of whether it resulted from any strict or vicarious liability imposed by law on the indemnities, provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by the indemnities or the gross negligence or willful acts of indemnities (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to franchisee). The term "losses and expenses" includes compensatory, exemplary, and punitive damages; fines and penalties; attorneys' fees; expert fees; court costs; arbitrator fees; arbitration costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Franchisor's reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. Franchisee agrees to give Franchisor prompt notice of any event of which Franchisee is aware for which indemnification is required, and, at Franchisee's expense and risk, Franchisor may elect to assume (but under no circumstances obligated to undertake) the defense and/or settlement thereof, provided that Franchisor seeks Franchisee's advice and counsel. Franchisor's assumption of the defense does not modify Franchisee's indemnification obligation. Franchisor may, in its own reasonable discretion, take such actions as Franchisor deems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in Franchisor's reasonable discretion, necessary for the protection of the indemnities or Tint World® generally.

Franchisee acknowledge and agree that except as provided under an applicable guarantee of performance, none of Franchisor's past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for (i) any of Franchisor's obligations or liabilities relating to or arising from this Agreement, (ii) any claim against Franchisor based on, in respect of, or by reason of, the relationship between Franchisee and Franchisor, or (iii) any claim against Franchisor based on any of Franchisor's alleged unlawful act or omission.

This Section XVIII., will constitute in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

## **XIX. MISCELLANEOUS COVENANTS OF FRANCHISEE**

### **A. Covenants are Independent**

The parties agree that each covenant herein shall be construed to be independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Agreement is held to be unenforceable or unreasonable by a court or agency having competent jurisdiction in any final decision to which Franchisor is a party, Franchisee expressly agrees 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 resultant covenant were separately stated in and made a part of this Agreement.

### **B. Franchisee Will Not Divert Business**

During the term of this Agreement and for a period of two years following the expiration or termination of this Agreement, Franchisee covenants that it will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity:

1. Divert or attempt to divert business or customers of the Tint World® Center with which or with whom Franchisee has had contact during the term of this Agreement to any Competitor by direct or indirect inducement or otherwise in the geographical area lying within the Designated Territory of the Tint World® Center; or

2. Do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Names and Marks or the System or both.

D. Franchisor Is Entitled to Injunctive Relief

Franchisee acknowledges that any failure to comply with the requirements of this Section XIX., will cause Franchisor irreparable injury for which no adequate remedy at law may be available and Franchisee hereby accordingly consents to the issuance by a court of competent jurisdiction of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section XIX., and waives any requirement for the posting of any bond(s) relating thereto. Franchisor may further avail itself of any legal or equitable rights and remedies which it may have under the Franchise Agreement or otherwise.

E. Covenants Are Enforceable Independent of Claims

Franchisee expressly agrees that the existence of any claim it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants of this Section XIX. Franchisee further agrees that Franchisor shall be entitled to set off any amounts owed by Franchisor to Franchisee against any loss or damage to Franchisor resulting from Franchisee's breach of this Section XIX.

F. No Right of Set-Off

Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section XIX. Franchisee agrees to pay all damages, costs, and expenses (including reasonable attorney's fees) incurred by Franchisor in connection with the enforcement of this Section XIX.

**XX. OBLIGATIONS OF THE FRANCHISOR: SUPERVISION, ASSISTANCE OR SERVICES**

The Franchisor shall provide the Franchisee with the following assistance and services:

A. The Training Program

1. The Franchisor will provide an initial training program (the "Introductory Training Program") concerning the operation of the Tint World® Center consisting of 18 days of training at a location to be designated by Franchisor. The training session will begin approximately 30 days or more before the opening of the Tint World® Center. The exact days will be mutually selected by Franchisor and Franchisee. Franchisee and/or its designated representative shall attend such training program at no charge to the Franchisee. Franchisee shall be responsible for any transportation, lodging, meals, and other costs for the attendee(s) of the training program at the Franchisor's Home Office or such other place designated by Franchisor. Franchisor may (in Franchisor's sole discretion) conduct and manage all or part of the initial training by means of written materials, toll free telephone service, and electronic communication. Franchisee must have at least one fully trained, full-time Manager operating the Tint World® Center during the entire term of the Franchise Agreement. Franchisee and Franchisee's Manager must attend the training sessions. Any person subsequently employed as a full-time manager of the Tint World® Center may be required by Franchisor to complete the initial training program subject to a Continuing Education Fee. Satisfactory completion of all mandatory training sessions is required. Failure to do so shall result in a breach of this Agreement.

2. Franchisor shall, at its discretion, offer 'Continuing Education' on various aspects of operating Tint World® Centers subject to training fees and charges Franchisor may establish from time to time (the "Continuing Education Fee"). Continuing Education may include specialty training, advanced sales and/or technical training, seminars, setup

assistance or refresher courses to Franchisee and/or Franchisee's designated individual(s) from time to time. Franchisor may provide instructors and training materials for required training programs, for which Franchisee shall be responsible for including all related expenses incurred by Franchisee or its employees in connection with any training programs, including, without limitation, the cost of transportation, lodging, meals, and wages.

3. At Franchisor's option, 'Key Management' personnel subsequently employed by Franchisee shall also complete to Franchisor's satisfaction, the Introductory Training Program, subject to a Continuing Education Fee. Franchisor may, at any time, discontinue management training and decline to certify Franchisee and/or Franchisee's designated individual(s) who fail to demonstrate an understanding of the management training acceptable to Franchisor. If Franchisee or Franchisee's designated individual's management training is discontinued by Franchisor, Franchisee shall have 30 days to present an alternative acceptable candidate for management training to Franchisor. If Franchisee's new candidate does not adequately complete the management training, then Franchisor has the option of terminating this Agreement.

4. Franchisor shall, at its discretion, conduct 'Annual Franchise Conventions' at such places and times designated by Franchisor. Franchisee will be responsible to attend the conventions and to pay for all of Franchisee's own expenses, including compensation in the form of a non-refundable registration fee (due even if Franchisee does not attend the convention) and costs associated with attending the convention such as cost of transportation, lodging, meals, and wages.

5. Franchisor participates in 'Tradeshows Events' at such places that are designated by others to provide industry meetings, training, and supplier programs. Franchisee or a managerial owner may attend the tradeshows for which Franchisee shall be responsible for all related expenses in connection with any training programs, including, without limitation, the cost of transportation, lodging, meals, and wages.

6. Franchisor shall, at its discretion, provide Franchisee with 'Advertising Plans', marketing, merchandising, and promotional programs for local advertising from time to time, and may direct the discontinuance of such plans and materials, as described in Section X.C., of this Agreement. All other advertising and promotional materials which Franchisee proposes to use must be reviewed and approved by Franchisor, pursuant to Section X.C. hereof.

7. Franchisor shall, at its discretion, provide such continuing 'Advisory Assistance' and guidance to Franchisee in the operation, advertising, and promotion of the Tint World<sup>®</sup> Center as Franchisor deems advisable. This guidance will be furnished in the form of the Operations Manual, bulletins, weekly newsletters, consultations by telephone, and other written or electronic communications or in person at Franchisor's offices or at Franchisee's Tint World<sup>®</sup> Center, and by any other means of communications.

8. Franchisor shall, at its discretion, provide 'Newsletters', bulletins, reports, brochures, and Manuals, as may from time to time be published by or on behalf of Franchisor regarding its plans, policies, developments, and activities. In addition, Franchisor may provide such communication concerning new developments, techniques, and improvements management which Franchisor feels are relevant to the operation of the Tint World<sup>®</sup> Center.

9. Franchisor shall, at its discretion, conduct 'Tint World<sup>®</sup> Center Inspections' upon reasonable request by Franchisee or if Franchisor determines that there are significant deficiencies in Franchisee's Tint World<sup>®</sup> Center and/or if Franchisee requires additional training for Franchisee's personnel at Franchisee's Tint World<sup>®</sup> Center to evaluate, among other things the operation and compliance with the System, and for the purpose of advising Franchisee with respect to technical matters related to products and services relating to operational and sales matters. Franchisee is required to pay all expenses, including transportation, lodging, meals, wages, and miscellaneous expenses incurred by Franchisor's personnel during the visits, which will take place as frequently as Franchisor deems necessary, and at times and dates selected by Franchisor.

10. All obligations of Franchisor under this Agreement shall benefit only the Franchisee, and no other party is entitled to rely on, enforce, benefit from, or obtain relief for breach of such obligations, either directly or by subrogation.

## B. Site Selection

The Franchisee has the responsibility for selecting a site. The Franchisor shall then review and accept or not accept the Franchisee's site selection and lease or purchase agreement, based on an analysis of local competing

businesses, population density and other demographics, visibility and accessibility, traffic patterns, the neighborhood, suitability of the Center Location to be leased or purchased and other factors more fully described in the Franchisor's Manual. The suitability of a site is determined on a case-by-case basis. Franchisor's acceptance of a site does not constitute a guarantee by Franchisor that the Tint World® Center will be profitable at that site.

### C. Business Layout and Design

1. Provided that Franchisee leases an existing building or constructs a new building, the Franchisor will assist the Franchisee with the layout and design of the Center Location, including location of walls, counters and the location of equipment and fixtures within two weeks following the lease of the Center Location and delivery of the floor plan to the Franchisor. The cost of the leased or purchased Center Location improvements including signs, furniture, fixtures, and furnishings of the Tint World® Center is the responsibility of the Franchisee.

2. Franchisor shall, at its discretion, conduct "Pre-Opening Setup Assistance" for Franchisee, which consists of: (a) Operations Manager and/or; (b) Technical Supervisor, who will assist Franchisee for up to five days with setting up showroom displays, equipment, and provide Franchisee with management and technical training at Franchisee's Tint World® Center prior to opening. In order for the pre-opening setup assistance to begin, Franchisee must have first received a certificate of occupancy, all required business approvals to open, and all equipment must be at Franchisee's Tint World® Center. Franchisor may furnish Pre-Opening Assistance to Franchisee at its Tint World® Center, upon not less than 30 days prior written notice received by Franchisor from Franchisee. Franchisee shall be responsible to pay all pre-opening setup assistance fees, charges and related expenses incurred by Franchisor and its employees in connection with the pre-opening setup assistance including, without limitation, the cost of transportation, lodging, meals, and wages.

### D. Post-Training Assistance

In addition to the assistance rendered to the Franchisee prior to opening, the Franchisor may, as Franchisor deems necessary and/or appropriate in its sole discretion, provide continuing consultation and advice regarding business, financial, operational, technical, pricing, legal, sales and advertising matters, products, management of supplies, styles and type of service, operation of the Tint World® Center, and development of personnel policies. The Franchisor may provide such assistance by telephone or, if the situation warrants, through on-site assistance of appropriate Franchisor personnel. Franchisee will be responsible for the transportation, lodging, meals, and miscellaneous expenses incurred by Franchisor's personnel during on-site visits, which will take place as frequently as Franchisor deem necessary, and at times and dates selected by Franchisor.

### E. Operations Manual

In order to protect the reputation and goodwill of Tint World® and to maintain high standards of operation under Tint World® Proprietary Marks, Franchisee shall conduct its Tint World® Center in accordance with this Agreement and Training Manuals and/or recorded Video, described herein as the "Operations Manual" (one copy of which Franchisee shall acknowledge in writing upon receipt has been received on loan from Franchisor for the term of this Agreement), other written directives which Franchisor may issue to Franchisee from time to time whether or not such directives are made part of the Operations Manual, and any other Manuals, recorded video, and materials created or approved for use in the operation of the Tint World® Center by Franchisor, from time to time.

Franchisee shall at all times treat the Operations Manual, any written directives of Franchisor, any business plans and specifications, and any other Manuals created for or approved for use in the operation of the Tint World® Center, and any supplements thereto, and the information contained therein, in trust and as Confidential Information, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

The Operations Manual, written directives, other Manuals and materials, and any other confidential communications provided or approved by Franchisor, shall at all times remain the sole property of Franchisor and shall at all times be kept and maintained in a secure place at Franchisee's Center Location. The Operations Manual Replacement cost is \$5,000.00. If Franchisee loses or destroys the Operations Manual, Franchisee is required to pay Franchisor to replace it.

Franchisor may from time to time revise the contents of the Operations Manual and the contents of any other Manuals and materials created or approved for use in the operation of the Tint World® Center, and Franchisee expressly agrees that each new or changed standard shall be deemed effective upon receipt by Franchisee or as specified in such standard.

Franchisee shall at all times ensure that its copy of the Operations Manual is kept current and up to date; and Franchisor may also provide an electronic version of the Operations Manual and on-line on the Franchise Access section of the Tint World® Website. The on-line version of the Operations Manual is the guiding Manual, and in the event that there is a conflict between electronic or paper versions of the Manual and the on-line Manual, the online Manual and Franchisor's master copy of the Operations Manual maintained by Franchisor at Tint World, LLC Headquarters shall be controlling.

Any suggestions Franchisee may have concerning the improvement of products, equipment, uniforms, Tint World® Center facilities, service format and advertising are encouraged and shall be considered by Franchisor when adopting or modifying the standards, specifications, and procedures for the System.

#### F. Selecting Suppliers

Franchisor shall provide Franchisee a list of Approved Suppliers of necessary supplies. A list of Approved Suppliers is: (a) published in the Operations Manual, (b) in policy and procedures statements, (c) provided to Franchisee by other written communication, and such list may be amended and/or updated by Franchisor at any time in Franchisor's sole discretion. If Franchisee desires to purchase items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval.

Franchisor may periodically test equipment, products, services, and tools at Franchisor's training center or at assigned test Tint World® Centers before approving them for use by franchisees. Franchisor may submit any preferred supplier arrangement to periodic bidding, depending upon the particular type of equipment, products, or services that a particular supplier may be offering for Franchisor to approve or disapprove.

Franchisor may, from time to time, interview, select, and negotiate pricing and shipping arrangement and other terms with suppliers, for the benefit of the System. Franchisor may locate Approved Suppliers through personal contacts, franchisee referrals, industry trade shows and other various means. Franchisor supplier approval process may include: (i) provide written specifications standards or criteria for approving suppliers to franchisees, (ii) have a formal procedure for supplier approval, and/or (iii) charge fees for supplier approval.

#### G. Pricing; Recommended Price Schedules

Franchisor shall have the right, to the fullest extent permissible under applicable law, to designate prices for products and/or services Franchisee is required or permitted to offer in connection with the operation of the Tint World® Center. Without limiting the foregoing, Franchisor shall advise Franchisee from time to time, concerning such suggested retail prices. Franchisor and Franchisee agree that any list or schedule of prices furnished to Franchisee by Franchisor is a maximum retail price list. Nothing contained herein shall be deemed a representation by Franchisor that the use of the Franchisor's suggested prices will in fact optimize profits.

#### H. Advertising and Promotion

The Franchisor shall develop and provide creative materials for local and regional advertising and make such advertising materials available to its Franchisees for publication or distribution in the Franchisee's Market Area at Franchisee's own expense. The Franchisor may be reimbursed for the creative and production costs for such items as billboard design, radio and video recorded production, public relations campaigns, copy for newspaper, magazine advertisements, flyers, and other promotional material. The Franchisor shall provide specific guidelines for advertising initiated by individual Franchisees and shall reserve the right to disapprove any advertising which, in the Franchisor's opinion, is not in accordance with these guidelines. However, no approval shall be unreasonably withheld or denied. Immediately upon notification to do so, Franchisee shall discontinue any advertising that would, in the Franchisor's opinion, be detrimental.

### **XXI. VARYING STANDARDS**

Because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole and absolute discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population or trade area, existing business practices, or any other condition which Franchisor deems to be of importance to the successful operation of such Franchisee's Tint World® Center. Franchisee shall not have any right to complain about a variation from standard specifications and practices granted to any other Franchisee and shall not be entitled to require Franchisor to grant to Franchisee a like or similar variation.

## **XXII. SALE OR TRANSFER OF FRANCHISE**

### **A. Sale or Transfer of Franchised Business or Ownership Interest in Franchise**

If the Franchisee (and/or its Owners) desires to Transfer or sell Franchisee's Center, Franchisee's interests and/or rights in this Agreement and/or Franchisee's Center, and/or, if Franchisee is a corporate entity, the ownership interests and/or rights of an Owner in Franchisee, Franchisee shall send Franchisor an offer in writing ("Offer Notice") containing the exact terms and conditions on which Franchisee (and/or its Owners) desire to Transfer such interests, including: (a) financial statements of Franchisee and Franchisee's Center (including balance sheets and income statements) for the last three fiscal years and year-to-date; (b) federal income tax returns and all applicable schedules for Franchisee and Franchisee's Center for at least three fiscal years; and (c) a complete and accurate copy of Franchisee's then current lease for the premises of Franchisee Tint World® Center. Upon receipt of the Offer Notice, Franchisor will have the option, exercisable by notice ("Response Notice") delivered to Franchisee within 30 days thereafter, to indicate Franchisor's intention to accept Franchisee's offer to sell such interest in such Agreement or Franchisee's Tint World® Center for the price and terms contained in the Offer Notice. Franchisor may conduct such investigation and analysis in any manner Franchisor deems appropriate, and Franchisee (and/or its Owners) agree cooperate and provide Franchisor with all information Franchisor requests and to cooperate fully with Franchisor in connection therewith.

If Franchisor delivers a Response Notice, as provided above, Franchisor and Franchisee (and/or its Owners) will enter into a purchase agreement reasonably satisfactory to the Franchisee and Franchisor, containing such agreements, representations, warranties, covenants, indemnities, and customer warranty reserve funds, and require such documents at closing, as are reasonably necessary to protect each party's interests. The closing on such purchase shall occur within 90 days after the date of the Response Notice unless the closing is delayed for reasons beyond Franchisor's reasonable control.

If Franchisor does not deliver a Response Notice, as provided above, Franchisee (and/or its Owners) may solicit offers to Transfer the Franchise from other parties at the exact same price and on the exact same terms as presented in the Offer Notice for a period of time expiring 365 days after the Notice Offer is delivered to Franchisor. Franchisee must deliver to Franchisor a complete and accurate copy of any offer that Franchisee receives within such 365-day period from any such third party that Franchisee (and/or its Owners) is willing to accept.

If the terms of the Third Party Offer are the same as those contained in the Offer Notice, then Franchisee (and/or its Owners) may accept such offer and complete the sale to such offer or pursuant to and on the exact terms of such offer, subject to Franchisor's approval of the transfer as provided in Section XXII.B, provided that if the sale to such offer is not completed within 90 days after delivery of such Offer Notice to Franchisor or if there is any change in the terms of the offer, Franchisee must promptly notify Franchisor and Franchisor will have an additional option to purchase (on the terms of the revised offer, if any, and otherwise set forth herein) during the 30 day period following Franchisee's notification of the expiration of the 90 day period or the change to the terms of the offer.

### **B. Assignment by Franchisee or an Owner**

This Agreement restricts the Franchisee's right to Transfer or assign this Agreement to a third party. If Franchisee is a corporate entity, this Agreement likewise restricts the right of any Owner to Transfer or assign his/her/their equity, voting, and/or ownership interests in Franchisee to a third party. Neither this Agreement, nor any of the Franchisee's rights or privileges or, if Franchisee is a corporate entity, the ownership interests and/or rights of any Owner in Franchisee, shall be assigned, Transferred, shared, redeemed, or divided by operation of law or otherwise, in any manner, without the prior written consent of Franchisor, which consent will not be withheld or delayed unreasonably. In granting any such consent, Franchisee agrees to submit to Franchisor all information Franchisor requires in order to determine whether to approve a proposed "Transfer of the Franchise". The term "Transfer of the Franchise" shall refer not only to any Transfer

of Franchisee's interests and/or rights in or to the Franchise Agreement or Franchisee's Center but, also, shall refer, to the Transfer of any ownership interests and/or rights of an Owner in Franchisee if Franchisee is a corporate entity. The Franchisor may impose reasonable restrictions, requirements and conditions on the transfer, the transferor(s) and/or the transferee(s), including, without limitation, the following:

1. Franchisee and its Owners and Affiliates must be in full compliance with the terms of this Franchise Agreement and all other agreements with Franchisor and its Affiliates, including being paid in full on all fees due and payable to Franchisor or its Affiliates;

2. The proposed assignee (or its partners, managers, directors, officers, or controlling shareholders, if it is a corporation or partnership) must meet the then-applicable standards of Franchisor and if the transferee is an existing Franchisee, such transferee must be in full compliance with agreements it has with Franchisor and its Affiliates for at least 6 months prior to the proposed date of transfer;

3. The proposed assignee must not operate another franchise, license or other business offering services similar to those offered by Tint World®;

4. The assignee must execute and agree to be bound by the then current form of this Agreement, which form may contain provisions which materially alter the rights or obligations of Franchisee under this Agreement;

5. Franchisor shall not charge such assignee an Initial Franchise Fee for the Franchise, but will charge a transfer fee of 50% of the then current initial franchise fee charged by Franchisor. If Franchisee desires to transfer or sell the Franchise to any prospective franchisee generated by Franchisor or its affiliates, in addition to the transfer fee, Franchisee must pay a ("Resale Referral Fee") of 50% of the then current initial franchise license fee. If Franchisee desires to transfer or sell the Franchise to any prospective franchisee in a transaction that triggers an obligation on the part of Franchisor to pay a broker fee to a third-party broker, in addition to the transfer fee, Franchisee shall pay the amount of the broker fee directly to Franchisor or the applicable broker, as designated by Franchisor. If Franchisor determines that training is required, assignee must attend training at Franchisor's Home Office as required under the then current Franchise Agreement. Franchisor shall have the right to require Franchisee and its Owners to execute a general release of Franchisor in a form satisfactory to Franchisor's counsel as a condition to its approval of assignment or other Transfer of the Franchise. Additionally, if Franchisee is entering into this Agreement pursuant to a transaction whereby Franchisee acquired an existing Tint World® Center from a System franchisee (the "Transferor") and Franchisor is obligated to pay any broker fees to a third-party broker in connection with the transaction (the "Transfer Broker Fees"), Franchisee shall pay the amount of the Transfer Broker Fees directly to such broker, or to Franchisor, as Franchisor designates. Notwithstanding the foregoing, Franchisee shall not be required to pay the Transfer Broker Fees if the Transferor is obligated to, and does in fact pay, the Transfer Broker Fees pursuant to the Transferor's franchise agreement.

6. Franchisee shall have substantially complied with all of the terms and provisions of this Agreement, any amendment hereof or successor hereto, or any other agreements between the Franchisee and Franchisor, its subsidiaries, or Affiliates and, at the time of transfer, shall not be in default thereof;

7. The transferor and its Owners and Affiliates shall, except to the extent limited or prohibited by law, have executed a general release under seal, in form and substance satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates, directors, officers, shareholders, employees, agents, successors and assigns (unless such claims have been filed in accordance with this Agreement and are then pending and not finally resolved or are filed in accordance with this Agreement within 12 months after the effective date of transfer), and an affidavit stating that Franchisee has not offered any unauthorized warranties to customers of Franchisee's Tint World® Center and in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;

8. The transferee (and, if the transferee is other than an individual, such principals and/or Owners of a beneficial interest in the transferee as Franchisor may request) shall enter into a written assignment and assumption agreement in form and substance satisfactory to Franchisor, pursuant to which the transferee (and its Owners) assume Franchisee's obligations hereunder and Franchisee will remain responsible for future performance of the obligations under this Agreement for the longer of a period of time of one year after the effective date of the transfer or the period of time during which the transferee or any of its Affiliates has any financial obligations to Franchisor or any of its Affiliates in connection with the transfer;

9. The transferee shall demonstrate to Franchisor's satisfaction that the transferee meets Tint World®'s educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Tint World® Center (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Tint World® Center;

10. The transferee (and, if the transferee is other than an individual, such principals and/or Owners of a beneficial interest in the transferee as Franchisor may request) shall execute, for a term ending on the expiration date of this Agreement and with such renewal term, if any, as may be provided by this Agreement, the standard form franchise agreement then being offered to new System Franchisees and such other ancillary agreements as Franchisor may require for the Tint World® Center, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty rate, advertising contribution, and service charge for goods; provided; however, that the transferee shall not be required to pay an initial franchise fee;

11. The transferee must execute an agreement, in form and substance satisfactory to Franchisor, to remodel and upgrade the Tint World® Center at transferees' expense, including adding or replacing fixtures, furnishings, equipment and signs and otherwise modify the Tint World® Center to conform to the then-current standards and specifications of the new entry System and shall complete the upgrading and other requirements within the time specified by Franchisor;

12. Franchisee shall remain liable for all of the obligations to Franchisor in connection with the Tint World® Center prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

13. Franchisee shall agree to remain obligated under the covenants against competition of this Agreement as if this Agreement had been terminated on the date of the transfer;

14. At the transferee's expense, the transferee and, if applicable, the transferee's designated individual manager shall complete any training programs then in effect for Franchisees upon such terms and conditions as Franchisor may reasonably require;

15. The transferee shall agree to a sublease or to a transfer and assignment, and assumption of the lease of the Center Location from the original franchisee and shall obtain the landlord's approval if required prior to any transfer or sublease, if applicable;

16. Franchisee's Tint World® Center must be open and operating, unless Franchisor otherwise agrees in writing;

17. The terms of the proposed Transfer of the Franchise must not, in Franchisor's reasonable judgment, place an unreasonable financial burden on the transferee;

18. Any Financing Franchisee (or any of its Owners or Affiliates) offers the transferee must be subordinate to any current or future obligations of the transferee to Franchisor;

19. Franchisee and its Owners must execute a non-compete covenant, in form and substance satisfactory to Franchisor, in Favor of Franchisor and the transferee, agreeing that, for a period of not less than two years, starting on the effective date of the transfer, Franchisee and its Owners will not directly or indirectly own any legal or beneficial interest in, manage, operate or consult with: (1) any Competitive Business that is located within a twenty (20) mile radius of Franchisee's Tint World® Center; (2) any Competitive Business that is located within a twenty (20) mile radius of any other Tint World® Center locations in operation as of the effective date of such transfer; or (3) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business; and

20. Franchisee and its Owners must execute such other documents and do such other things as Franchisor may reasonably require, to protect Franchisor's interests under this Agreement.

### C. Assignment by Franchisor

Franchisor has an unrestricted right to transfer or assign all or part of its rights or obligations under this Agreement to any assignee or other legal successor to the interests of Franchisor. In addition, and without limiting the foregoing, Franchisor may sell its assets; may sell its securities in public offering or in private placement; may merge with or acquire other corporations, or be acquired by another corporation; and may undertake any refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring. Franchisee acknowledges that Franchisor maintains staff to manage and operate the Franchise System and that staff members can change as employees come and go. Franchisee represents this Agreement has not been signed in reliance on any particular shareholder, director, officer, or employee remaining with Franchisor in that capacity. Franchisor may change ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. After Franchisor's assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, Franchisor and its assigning shareholders, directors, officers, or employees no longer will have any performance or other obligations under this Agreement.

#### D. Transfer Upon Death or Mental Incapacity

Upon the death or mental incapacity of any person with an interest in the Tint World<sup>®</sup> Center, including that of Franchisee and/or any Owner(s), the executor, administrator, or personal representative of that person must transfer his interest to a third party approved by Franchisor within six months after death or mental incapacity. These transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same restrictions and conditions as any inter vivos transfer. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the conditions of this Agreement, the personal representative of the deceased Franchisee shall have a reasonable time to dispose of the deceased's interest in the Tint World<sup>®</sup> Center, which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement.

Pending assignment, upon the death of the Principal, or in the event of any temporary or permanent mental or physical disability of the Principal, a manager shall be employed for the operation of the Tint World<sup>®</sup> Center who has successfully completed Franchisor's training courses to operate the Tint World<sup>®</sup> Center for the account of Franchisee. If after the death or disability of the Principal, the Tint World<sup>®</sup> Center is not being managed by such trained manager, Franchisor is authorized to appoint a manager to maintain the operation of the Tint World<sup>®</sup> Center until an approved assignee will be able to assume the management and operation of the Tint World<sup>®</sup> Center, but in no event for a period exceeding one year without the approval of the personal representative of the Principal; such manager shall be deemed an employee of the Franchisee. All funds from the operation of the Tint World<sup>®</sup> Center during the period of management by such appointed or approved manager shall be kept in a separate fund and all expenses of the Tint World<sup>®</sup> Center, including compensation of such manager, other costs and transportation, lodging, meals, and wages of such appointed or approved manager (the "Management Expenses"), shall be charged to such fund. As compensation for the management services provided, in addition to the Fees due hereunder, Franchisor shall charge such fund the full amount of the direct expenses incurred by Franchisor during such period of management for and on behalf of Franchisee, provided that Franchisor shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee, the Principal or personal representative of the Principal, the Entity or any person or entity having an interest therein for any debts, losses or obligations incurred by the Tint World<sup>®</sup> Center, or to any creditor of Franchisee or the Principal during any period in which it is managed by a Franchisor appointed or approved manager.

#### E. Franchisor's Right to First Refusal

If the terms of the Third Party Offer pursuant to Section XXII.A are different in any material respect (including price and/or payment terms) from those contained in the Offer Notice pursuant to Section XX.A, Franchisor will have the option, exercisable by notice delivered to Franchisee within 30 days from the date delivery to Franchisor of a complete and accurate copy of the Third Party Offer, to purchase such interest in this Agreement, or Franchisee's Tint World<sup>®</sup> Center for the price and on the terms and conditions contained in such Third Party Offer.

If the Franchisee (and/or its Owners) desires to transfer or sell the Franchise for a legal consideration to a prospective buyer without first giving Franchisor an Offer Notice pursuant to Section XXII.A, Franchisee (and/or its Owners) must obtain a bona fide, executed written offer and earnest money deposit in the amount of at least 5% of the offering price from a responsible and full disclosed purchaser and must deliver immediately to Franchisor a complete and accurate copy of such offer ("Right of First Refusal Offer"), including; (a) financial statements of Franchisee (including balance sheets and income statements) for the last three fiscal years and year-to-date; (b) federal income tax returns and all applicable schedules for Franchisees for at least three fiscal years; and (c) a complete and accurate copy of Franchisee's then

current lease for the premises of Franchisee's Tint World® Center. If offer or proposes to buy any other property or rights from Franchisee (and/or its Owners) or Affiliates (other than rights under other franchise agreements for Tint World® Centers) as part of the bona fide offer, the proposal or such property or rights must be set forth in a separate, contemporaneous offer that is disclosed to Franchisor, and the price and terms of purchase offered to Franchisee (and/or its Owners) for the Transfer of the Franchise must reflect the bona fide price offered therefor and may not reflect any value for any other property or rights. Franchisor has the option, exercisable by notice delivered to Franchisee (and/or its Owners), within 30 days from the date delivery of the Right of First Refusal Offer, to purchase such interest and for the price and on the terms and conditions contained in such offer. Franchisor has the right to investigate and analyze the business, assets and liabilities and all other matters Franchisor deems necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms of Franchisor's right of first refusal. Franchisor may conduct such investigation and analysis in any manner Franchisor deems appropriate, and Franchisee (and/or its Owners) agree cooperate and provide Franchisor with all information Franchisor requests and to cooperate fully with Franchisor in connection therewith.

If Franchisor elects to exercise its option to purchase pursuant to the terms of the Third Party Offer or Right of First Refusal Offer, as provided in this Section XXII.A. and Section XXII.A., Franchisor and Franchisee (and/or its Owners) will enter into a purchaser agreement reasonably satisfactory to Franchisee and Franchisor, containing such agreements, representations, warranties, covenants, indemnities and customer warranty reserve funds, and require such documents at closing, as are reasonable necessary to protect each party's interest. The closing shall occur within 90 days after the date of Franchisor's response to the Third-Party Offer or Right of First Refusal Offer, as applicable, unless the closing is delayed for reasons beyond Franchisor's reasonable control. In the event the consideration, terms and/or conditions offered by a third party are such that Franchisor may not be reasonably able to furnish the same consideration, terms and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree to the reasonably equivalent in cash of the consideration, terms and/or conditions offered by the third party, Franchisor at its own expense may designate an independent appraiser and the appraiser's determination shall be binding.

If Franchisor does not exercise its option to purchase pursuant to the terms of the Third Party Offer or Right of First Refusal Offer, as provided in Section XXII.A, Franchisee (and/or its Owners) may complete the sale to such offer or pursuant to and on the exact terms of such offer, subject to Franchisor's approval of the transfer as provided in Section XXII.B., provided that if the sale to such offer is not completed within 90 days after delivery of such offer to Franchisor or if there is any change in the terms of the offer, Franchisee must promptly notify Franchisor and Franchisor will have an additional option to purchase (on the terms of the revised offer, if any, and otherwise set forth herein) during the 30 day period following Franchisee's notification of the expiration of the 90 day period or the change to the terms of the offer. Failure of Franchisor to exercise its option afforded by this Section XXII.A., shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section XXII., with respect to a proposed transfer of any Interest. Any subsequent change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer.

### **XXIII. TERMINATION OF FRANCHISE**

#### **A. Impact of Statutes Upon Franchise Agreement**

The conditions under which Franchisee's franchise can be terminated and Franchisee's rights upon non-renewal may be affected by applicable law.

#### **B. By Franchisor**

Franchisee acknowledges that the strict performance of all the terms of this Agreement is necessary not only for protection of Franchisor, but also the protection of Franchisee and other Franchisees of Franchisor. As a result, Franchisee therefore acknowledges and agrees that strict and exact performance by Franchisee of each of the covenants and conditions contained herein is a condition precedent to the continuation of this Agreement. If Franchisee shall breach any material provision of this Agreement, then Franchisor shall notify Franchisee in writing of such breach, specifying its nature and giving Franchisee five days, or such longer period as applicable law may require, in which to remedy same. If Franchisee shall fail to remedy such breach, then Franchisor can terminate this Agreement and the Franchise effective five days, or such longer period as applicable law may require, after delivery of notice of termination to Franchisee.

### C. Termination of Franchise Without Cure

Notwithstanding the foregoing, Franchisee shall be deemed to be in breach and Franchisor, at its option, may terminate this Agreement and all rights granted under it, without affording Franchisee any opportunity to cure the breach, effective immediately upon Franchisor notifying Franchisee in writing of such breach, if Franchisee and/or, as applicable, any Owner does any of the following:

1. Franchisee abandons or fails to open the store for a period of three business days, surrenders, or transfers control of the operation of the Tint World<sup>®</sup> Center or fails to continuously and actively, operate the Tint World<sup>®</sup> Center unless precluded from doing so by damage to the Center Location due to war, act of God, civil disturbance, natural disaster, labor dispute or other events beyond Franchisee's reasonable control;
2. Franchisee consistently fails or refuses to submit when due any financial statement, tax return or schedule, or to pay when due the Base Royalty Fees, or any other payments due Franchisor or its Affiliate;
3. Franchisee operates the Tint World<sup>®</sup> Center in a manner that violates any federal, state, or local law, rule, regulation, or ordinance;
4. Franchisee and/or an Owner has made a material misrepresentation or omission on the application for the Franchise;
5. Franchise Transfers, assigns, or sub franchises this Agreement without having the prior written consent of Franchisor, as set forth herein and/or an Owner Transfers, assigns, or conveys any equity, and/or ownership interests and/or rights in and to Franchisee;
6. Franchisee and/or any Owner discloses or divulges the contents of the Manual, or any other Proprietary Information provided to Franchisee by Franchisor;
7. Franchisee repeatedly fails to substantially comply with any of the requirements imposed by this Agreement, whether or not cured after notice;
8. Franchisee and/or any Owner commit a breach of this Agreement or engages in any other activity which has a material adverse effect on Franchisor or the Names and Marks;
9. Franchisee fails or refuses to comply with any provision of this Agreement or any other agreement between Franchisor and Franchisee relating to the Tint World<sup>®</sup> Center or the Franchise, and does not correct such failure or refusal within 30 days after written notice of such failure or refusal to comply is delivered to Franchisee;
10. Franchisee and/or any Owner is convicted of a felony or has pleaded nolo contendere to a felony;
11. Franchisee and/or any Owner engages in dishonest or unethical conduct;
12. Franchisee fails to discharge any valid lien placed against the property of the Tint World<sup>®</sup> Center;
13. Franchisee and/or any Owner makes an assignment for the benefit of creditors or an admission of the Franchisee's and/or an Owners inability to pay its obligations as they become due;
14. Franchisee and/or any Owner files a voluntary petition in bankruptcy or any pleading seeking any reorganization, arrangement, disposition, adjustment, liquidation, dissolution or similar release under any law, or admitting or failing to contest the material allegations of any such pleading filed against it/him/her, or is adjudicated bankrupt or insolvent, or a receiver is appointed for a substantial part of the assets of the Franchisee and/or Owner or the Tint World<sup>®</sup> Center, or the claims of creditors of Franchisee and/or Owner, or the Tint World<sup>®</sup> Center are abated or subject to a moratorium under any laws;
15. Franchisee and/or any Owner becomes insolvent or makes a general assignment for the benefit of creditors;

16. If a bill in equity or other proceeding for the appointment of a receiver of Franchisee and/or any Owner or other custodian for Franchisee's Tint World® Center or assets is filed and consented to by Franchisee and/or Owner;

17. If a receiver or other custodian (permanent or temporary) of the Tint World® Center, Franchisee, or Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction or by private instrument or otherwise;

18. If proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee and/or any Owner;

19. If a final judgment remains unsatisfied or of record for 30 days or longer (unless a superseding bond is filed), or if Franchisee is dissolved or is wound up;

20. If execution is levied against Franchisee's Tint World® Center or property or against any Ownership Interest in Franchisee;

21. If any real or personal property of Franchisee's Tint World® Center shall be sold after levy thereupon by any sheriff, marshal, or constable;

22. If, in violation of the terms of Sections XII., XVI. and/or XX. hereof, Franchisee, Franchisee's Owners, its principals, representatives, agents, or employees disclose or divulge the contents of the Manuals or other Confidential Information provided to Franchisee by Franchisor, or if Franchisee maintains false books or records, or submits any false reports to Franchisor.

23. If any inspection of Franchisee's records discloses an understatement of payments due Franchisor of four (4%) percent or more;

24. Franchisee receives two notices of default for breach of contract within a 12 month period, or receives three notices of default for breach of contract within a 24 month period; and

25. If Franchisee's alternate candidate for management training shall not adequately complete such management training program, after either Franchisee or Franchisee's designated individual previously failed to complete adequately the management training.

#### D. Termination of Franchise with Cure

Notwithstanding the foregoing, Franchisee shall cure violations of environmental protection agency, health, safety, and sanitation laws within 72 hours' notice, and shall pay all past due NAF contributions and Royalty fees upon five days' notice. Any default not specifically listed herein shall be cured within five days of notice.

### **XXIV. FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION**

#### A. Franchisee Shall Cease Using Names and Marks

Franchisee further agrees that, upon termination or expiration of this Agreement, Franchisee shall immediately and permanently cease to use, by advertising, or any manner whatsoever, any confidential methods, procedures, descriptions of products, and techniques associated with Franchisor and the Names and Marks and any proprietary marks and distinctive forms, slogans, symbols, signs, logos, or devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, stationery, forms, and any other Sections which display the Names and Marks. Franchisee shall comply with the covenant not to compete and the agreement to maintain the confidentiality of proprietary information.

#### B. Franchisee Shall Cease Operating Business

Franchisee shall immediately cease to operate the Tint World® Center under this Agreement, and shall not thereafter, directly, or indirectly, represent itself to the public or hold itself out as a present or former Franchisee of Franchisor; and

Franchisee and its Owners agree that, for a period of not less than two years, starting on the effective date of termination or expiration or starting when Franchisee ceases operating the Tint World® Center, Franchisee and its Owners will not directly or indirectly own any legal or beneficial interest in, manage, operate or consult with: (1) any Competitive Business that is located within a twenty (20) mile radius of Franchisee's Business; (2) any Competitive Business that is located within a twenty (20) mile radius of any other Tint World® Business location in operation as of the effective date of such transfer; or (3) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business; and

Franchisee and its Owners acknowledge that Franchisor has a protectable legal interest in the System and that these non-competition covenants contained in Section XVI. C. and Section XXIV.B. are necessary elements to Franchisor's protection and are an integral part of this Agreement; and

Franchisee and its Owners must execute such other documents and do such other things as Franchisor may reasonably require, to protect Franchisor's interests under this Agreement.

C. Franchisee May Not Adopt Confusingly Similar Names and Marks

Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Names and Marks, either in connection with such other business or in the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's exclusive rights in and to the Names and Marks, and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor or a former association or connection with Franchisor.

D. Franchisee Shall Cancel Assumed Names and Transfer Phone Numbers

Franchisee further agrees that upon termination or expiration of this Agreement, it will take such action that may be required to cancel all assumed names or equivalent registrations relating to its use of any Names or Marks and to notify the telephone company and listing agencies of the termination or expiration of Franchisee's right to use any telephone number in any classified ad and any other telephone directory listings associated with the Names and Marks or with the Tint World® Center and to authorize transfer of same to Franchisor. Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole rights to, and interest in all telephone number and directory listings associated with any Names or Marks of the Tint World® Center. Franchisee further authorizes Franchisor, and hereby appoints Franchisor as its attorney in fact, to direct the telephone company and all listing agencies to transfer same to Franchisor, should Franchisee fail or refuse to do so, and the telephone company and all listing agencies may accept such direction in this Agreement as conclusive evidence of the exclusive rights of Franchisor in such telephone numbers and directory listings and its authority to direct their transfer.

E. Franchisee Must Return Manual and Other Materials

Franchisee further agrees that upon termination or expiration of this Agreement, it will immediately return to Franchisor all copies of the Operations Manual, training aids and any other materials which have been loaned to it by Franchisor. Franchisee further agrees to turn over to Franchisor any other Manuals, computer programs, software, customer lists, records, files, instructions, correspondence and brochures, and any and all other confidential and proprietary materials relating to the operation of the Tint World® Center in Franchisee's possession, custody, or control, and all copies thereof (all of which are acknowledged to be Franchisor's property), and only Franchisee's copy of this Agreement and any correspondence between the parties, and any other document copies which Franchisee reasonably needs for compliance with any provision of law may be retained by Franchisee. The Operations Manual Replacement cost is \$5,000.00. If the Franchisee loses, destroys, or otherwise does not return the Operating Manual, Franchisee is required to pay Franchisor the replacement cost.

#### F. Franchisor May Purchase Inventory and Equipment

Franchisor shall have the right (but not the duty), to be exercised by notice of intent to do so within 30 days after termination or expiration, to purchase any or all inventory, equipment, supplies, signs, advertising materials and items bearing Franchisor's Names and Marks, at fair market value (less the amount of any outstanding liens or encumbrances). If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by Franchisor, and determination of such appraiser shall be binding. Notwithstanding, if Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA), and the parties are unable to agree as to a purchase price and terms, the fair market value of any acquired property shall be determined by three Appraisers chosen in the following manner; Franchisee shall select one and Franchisor shall select one, and the two appraisers so chosen shall select a third appraiser. The decision of the majority of the appraisers so chosen shall be conclusive. The cost of the third appraiser shall be shared equally by the parties. If Franchisor elects to exercise any option to purchase as herein provided, it shall have the right to set off all amounts due from Franchisee, and the cost for the appraisal, if any, against any payment thereof.

Notwithstanding anything to the contrary contained in this Franchise Agreement, Franchisor shall have the right to take immediate possession of the assets of Franchisee's Tint World<sup>®</sup> Center, including, any of all of the furnishings, equipment, including any point of sale or computer hardware and software systems), signs, fixtures, motor vehicles, supplies, and inventory of Franchisee related to the operation of the Tint World<sup>®</sup> Center. Franchisor shall have a lien against all such assets in the amount of any amounts due to Franchisor under this Agreement or any other agreement. Franchisor shall have the right to have such assets appraised at the lower of cost or fair market value of the used assets, and to acquire all right, title and interest to such assets, without conducting any public sale, by paying to Franchisee (or to any lender of Franchisee who has a lienholder interest in the assets) the difference between the appraised value and the amounts owed to Franchisor by Franchisee at the time of termination. If the lien on the assets from Franchisee's lender has priority over any lien of Franchisor, and the amount of the lien is in excess to the appraised value of such assets, Franchisor shall have the right to deal directly with Franchisee's lienholder, and to execute all documents required by Franchisor or by law to lawfully effect such transfer, and to perfect Franchisor's security interest. Franchisor shall have the right to take such action without the execution of any further documents by Franchisee if Franchisee fails or refuses to comply with these further assurances.

#### G. Franchisee Must Pay Monies Owed to Franchisor

Franchisee shall pay to Franchisor within 15 days after the effective date of termination or expiration of this Agreement, such Base Royalty Fees, National Advertising Fund contributions, payments for inventory, equipment or merchandise, or any other sums owed to Franchisor and/or its Affiliates by Franchisee, which are then unpaid. Franchisee shall pay to Franchisor all damages, costs, and expenses, including reasonable attorney's fees, incurred by Franchisor in obtaining injunctive or other relief for the enforcement of any provisions of Section XIX.

#### H. Customers

Upon any termination or expiration (without the grant of a successor franchise) of this Agreement, Franchisor has the unrestricted right, without paying Franchisee any legal consideration, to offer and sell, and to permit other Franchisees to offer and sell, any products or services, to any and all customers of Franchisee's Tint World<sup>®</sup> Center. Franchisor has the right to use information from Franchisee's computer system or related reports submitted to Franchisor for such purposes, notwithstanding anything to the contrary contained in this Agreement.

#### I. Possession of the Center Location

Upon any termination or expiration and when Franchisee complies with Franchisee's Post Term Covenants (without the grant of a successor franchise) of this Agreement, Franchisor has the sole right and discretion to require Franchisee to:

1. To promptly assign to Franchisor the lease or sublease for the Center Location (or at Franchisor's option, sublease to Franchisor the Center Location as an Interim Sublease in accordance with Section XII.C. and otherwise on the same terms and conditions as Franchisee's lease) and promptly grant Franchisor possession to the Center Location; or

2. If Franchise or one of Franchisee's Affiliates or Owners owns the Center Location, at Franchisor's option: (i) Franchise shall promptly enter into a lease with Franchisor or an assignee (franchisee or affiliate) for an initial term of 18 months with two additional 60-month renewal options on commercially reasonable terms with the Franchise Lease Addendum and monthly rent amount at or below the average monthly rent listed in the then current Franchise Disclosure Document, or (ii) Franchise shall promptly enter into a purchase agreement for the property with Franchisor or an assignee (franchisee or affiliate) at an appraised commercially reasonable price.

Franchisee will not be obligated to lease or sublease to Franchisor the Center Location if Franchisee has notified Franchisor 18 months prior to expiration of the Term that Franchisee does not intend to exercise Franchisee's right to a successor franchise under Section IX.B., and that neither Franchisee or any Affiliate or Owner of Franchisee intends to own, operate, manage, lease, lend funds to or otherwise assist a Competitive Business at the Center Location after expiration of the Term, and Franchisee and its Affiliates and Owner(s) in fact do not engage in any such activities with respect to the Center Location for two years after expiration of the Term.

For the avoidance of doubt, if this Agreement is for a Tint World<sup>®</sup> Center that operated as a Tint World<sup>®</sup> prior to the date hereof, and Franchisee or one of its Affiliates owns the Center Location as of the Effective Date, then Franchisee will not be obligated to lease the Center Location to Franchisor in accordance of the terms of this Agreement, provided that Franchisee nor any Affiliates or Owners operates, manages, leases, lends funds to or otherwise assist a Competitive Business at the Center Location for two years after the termination or expiration.

#### J. Continuing Obligations

All obligations under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect until they are satisfied in full by their nature expire.

### **XXV. ENFORCEMENT**

#### A. Franchisee May Not Withhold Payments Due Franchisor

Franchisee agrees that he or she will not withhold payments of any Base Royalty Fees or any other amounts of money owed to Franchisor for any reason, on grounds of alleged nonperformance by Franchisor of any obligation hereunder. All such claims by Franchisee shall, if not otherwise resolved by Franchisor and Franchisee, be submitted to arbitration as provided in this Agreement.

#### B. Severability and Substitution of Valid Provisions

All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder, or requires the taking of some other action not required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, Franchisee agrees that it will be enforced to the fullest extent permissible under applicable law and public policy.

If any applicable law requires a greater prior notice of termination or refusal to renew this Agreement than is required hereunder, a different standard of "good cause" to determine or not renew this Agreement, or the taking of some other action not required hereunder, then the prior notice, "good cause" standard and/or other action required by such law will be substituted for the comparable provision hereof.

However, the foregoing shall not be a waiver of Franchisor's right to contest the validity, enforceability, or application of any such law. If any provisions of this Agreement or any specification, standard or operating procedure prescribed by Franchisor is invalid or unenforceable under applicable law, Franchisor has the right in its sole discretion, to modify such invalid and unenforceable provision specification, standard or operating procedure to the extent to make it valid and enforceable.

Franchisee acknowledges and agrees that, to the extent Franchisor enters into other franchise agreements with other franchisees, Franchisor is not obligated to enforce its rights under those agreements for the benefit of Franchisee. In particular, but without limitation, Franchisee acknowledges and agrees that Franchisor is not obligated to enforce any right to restrict the area or territory in which any other franchisee operates its franchised Tint World® Center, so long as Franchisor does not explicitly grant any rights to other franchisees that would violate any territorial limitations expressly contained in this Agreement.

### C. Dispute Resolution

Franchisee expressly agrees that any claim or dispute between Franchisee and Franchisor, whether or not arising from this Agreement, Franchisee is required to:

1. **Internal Dispute Resolution.** Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's President and/or Chief Executive Officer, after providing notice as set forth in Section XXV.C. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

2. **Mediation.** Franchisor and Franchisee have reached this Agreement in good faith and with the belief that it is advantageous to each of them. In recognition of the strain on time, unnecessary expense and wasted resources potentially associated with litigation and/or arbitration, and in the spirit of cooperation, the parties pledge to try to resolve any dispute amicably, without litigation or arbitration. Other than an action brought by Franchisor for any Excepted Claim (as defined below), and with the exception of injunctive relief or specific performance actions, before the filing of any arbitration, Franchisor and Franchisee agree to mediate any dispute, controversy or claim between Franchisor and/or any of Franchisor's affiliates, officers, directors, managers, shareholders, members, owners, guarantors, employees or agents (each a "Franchisor Related Party"), on the one hand, and Franchisee and/or any of Franchisee's affiliates, officers, directors, managers, shareholders, members, owners, guarantors, employees or agents (each a "Franchisee Related Party"), including without limitation, in connection with any dispute, controversy or claim arising under, out of, in connection with or in relation to: (a) this Agreement; (b) the parties' relationship; and/or (c) the events occurring prior to the entry into this Agreement. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to commencing and maintaining any arbitration or legal action, including any action to interpret or enforce this Agreement. This agreement to mediate shall survive any termination or expiration of this Agreement. The following provisions shall govern the mediation process:

(a) Mediation will be conducted Broward County, Florida (or, if Franchisor's corporate headquarters is no longer in Broward County, Florida, the county where Franchisor's corporate headquarters is then-located). Persons authorized to settle the dispute must attend each mediation session in person. The party seeking mediation (the "Initiating Party") must commence mediation by sending the other party/parties a written notice of its request for mediation (the "Mediation Notice"). The Mediation Notice must specify, to the fullest extent possible, the nature of the dispute, the Initiating Party's version of the facts surrounding the dispute, the amounts of damages and the nature of any injunctive or other such relief such party claims, and must identify one or more persons with authority to settle the dispute for the Initiating Party.

(b) Upon receipt of the Mediation Notice, the parties will endeavor, in good faith, to resolve the dispute outlined in the Dispute Notice. If the parties have been unable to resolve any such dispute within 20 days after the date the Mediation Notice is provided by the Initiating Party to the other party, either party may initiate a mediation procedure in accordance with this provision. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute, if at all possible, within 30 days of the notice from the party seeking to initiate the mediation procedures. The parties agree to participate in the mediation procedure to its conclusion, as set forth in this section.

(c) The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful after reviewing the position papers, the mediator shall give both himself or herself and the authorized person designated by each party an opportunity to hear an oral presentation of each party's views on the matter in dispute. The mediator shall assist the authorized persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties. All mediation sessions will be strictly private. The mediator must keep

confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party.

(d) The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible. The mediation may be concluded: (a) by the signing of a settlement agreement by the parties; (b) by the mediator's declaration that the mediation is terminated; or (c) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any arbitration or legal action or seek another remedy before the expiration of five days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

(e) The fees and expenses of the mediator shall be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert, or counsel for any party with respect to the dispute or any related or similar matter in which either of the parties is involved. The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual, or audio record of the proceedings may be made. Any conduct, statement, promise, offer, view, or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view, or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible shall not be excluded from discovery or made inadmissible simply because of its use in the mediation.

3. **Arbitration.** With the exception of the Excepted Claims, and if not resolved by the negotiation and mediation procedures set forth above, any dispute, controversy or claim between Franchisee and/or a Franchisee Related Party, on the one hand, and Franchisor and/or any Franchisor Related Party, on the other hand, including, without limitation, any dispute, controversy or claim arising under, out of, in connection with or in relation to: (a) this Agreement, (b) the parties' relationship, (c) the events leading up to the entry into this Agreement, (d) the Designated Territory, (e) the scope or validity of the arbitration obligation (which Franchisee and Franchisor acknowledge is to be determined by an arbitrator and not a court), (f) any System standard; (g) any claim based in tort or any theory of negligence; and/or (h) any lease or sublease for the Franchised Tint World® Center, shall be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures. During the pendency of any arbitration proceeding hereunder, Franchisee and Franchisor shall fully perform their respective obligations pursuant to the terms and conditions of this Agreement. The following provisions shall govern the arbitration process:

(a) Any arbitration must be on an individual basis and the parties, and the arbitrator will have no authority or power to proceed with any claim as a class action, associational claim, or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate shall become null and void and the parties shall submit all claims to the jurisdiction of the courts. The arbitration must take place in Broward County, Florida (or, if Franchisor's corporate headquarters is no longer in Broward County, Florida, the county where Franchisor's corporate headquarters is then-located). The arbitration will be heard before one arbitrator. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least five years of significant experience in franchise law. Any issue as to whether a matter is subject to arbitration will be determined by the arbitrator. A judgment may be entered upon the arbitration award by any state or federal court in Broward County, Florida.

(b) In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be forever barred. In any arbitration, each party in the arbitration will be bound by the provisions of any limitation on the period of time in which claims must be brought under this Agreement or applicable law, whichever first expires.

(c) The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages; (3) certify a class or a consolidated action; or (3) make any award

which extends, modifies, or suspends any lawful term of this Agreement or any reasonable standard of Tint World® Center performance that we set. The arbitrator shall have the right to make a determination as to any procedural matters that a court of competent jurisdiction would be permitted to make in the state in which Franchisor's main office is located. Further, the arbitrator shall decide all factual, procedural, or legal questions relating in any way to the dispute between the parties, including, without limitation, questions relating to whether the arbitration provision is applicable and enforceable as against the parties; the subject matter, timeliness, and scope of the dispute; any available remedies; and the existence of unconscionability and/or fraud in the inducement.

(d) The arbitrator can issue summary orders disposing of all or part of a claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

(e) The arbitrator shall have subpoena powers limited only by the laws of the State of Florida. The parties ask that the arbitrator limit discovery to the greatest extent possible consistent with basic fairness in order to minimize the time and expense of arbitration. The parties to the dispute shall otherwise have the same discovery rights as are available in civil actions under the laws of the State of Florida. All other procedural matters shall be determined by applying the statutory, common laws, and rules of procedure that control a court of competent jurisdiction in the State of Florida.

(f) Other than as may be required by law, the entire arbitration proceedings (including, without limitation, any rulings, decisions, or orders of the arbitrator), shall remain confidential and shall not be disclosed to anyone other than the parties to this Agreement.

(g) The judgment of the arbitrator on any preliminary or final arbitration award shall be final and binding and may be entered in any court having jurisdiction.

(h) Franchisor reserves the right, but does not have the obligation, to advance Franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so shall not be deemed to have waived or relinquished Franchisor's right to seek recovery of those costs against Franchisee.

Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of the dispute resolution provision of this Agreement, each having the authority to enforce the requirement to mediate and arbitrate claims asserted against such person by Franchisee or any Franchisee Related Party.

4. **Exceptions to Mediation and Arbitration.** Notwithstanding anything contained in this Agreement to the contrary, the parties agree that the following claims will not be subject to mediation or arbitration: Any controversy, dispute, or claim that concerns an allegation that Franchisee has violated (or threatens to violate, or poses an imminent risk of violating): (a) any provision relating to use of the Marks, the System or any Confidential Information; (b) any federally or state protected intellectual property rights in the Marks, the System, or in any Confidential Information; (c) any of the restrictive covenants contained in this Agreement, including the confidentiality and non-competition covenants; or (d) any claims to collect past due amounts owed to Franchisor and/or its affiliates (each, an "Excepted Claim" and collectively, the "Excepted Claims"). Without limiting the foregoing, Franchisor is permitted to seek immediate injunctive relief in the state or federal courts in any court with personal jurisdiction over Franchisee if Franchisee is violating or threatening to violate any restrictive covenant in this Agreement or if Franchisee is infringing on Franchisor's rights in the Marks. In such an action, Franchisor is permitted but not obligated to assert any other existing claims against Franchisee.

#### D. Rights of Parties Are Cumulative

The rights of Franchisor and Franchisee are cumulative, and the exercise or enforcement by Franchisor or Franchisee of any right or remedy shall not preclude the exercise or enforcement by Franchisor or Franchisee of any other right or remedy hereunder which Franchisor or Franchisee is entitled by law to enforce by the provisions of this Agreement or of the Operations Manual.

#### E. Judicial Enforcement, Injunction and Specific Performance

Franchisor shall have the right to enforce by judicial process its right to terminate this Agreement for the causes enumerated in Section XXIII. of this Agreement, to collect any amounts owed to Franchisor for any unpaid Base Royalty Fees, or other unpaid charges due hereunder, arising out of the business conducted by Franchisee pursuant hereto, and to pursue any rights it may have under any leases, subleases, sales, purchases, or security agreements or other agreements with Franchisee. Franchisor shall be entitled, without bond, to the entry of temporary or permanent injunctions and orders of specific performance enforcing any of the provisions of this Agreement. If Franchisor secures any such injunction or orders of specific performance, Franchisee agrees to pay to Franchisor Continuing Obligations as provided in XXIV. J. (the “Liquidated Damages”) plus an amount equal to the aggregate costs of obtaining such relief, including, without limitation, reasonable attorneys’ fees, costs of investigation, court costs, and other litigation expenses, transportation, lodging, meals, and wages, and any damages incurred by Franchisor as a result of the breach of any provision of this Agreement.

#### F. Construction

The language of this Agreement will be construed according to its fair meaning and not strictly against or for any party. The introduction, personal guarantees, Schedules, and addenda (if any) to this Agreement, as well as the Manual, are a part of this Agreement and constitute the entire agreement of the parties with respect to the subject matters hereof and supersede all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein. If there is an inconsistency between the terms of this Agreement and the Manual, the terms of this Agreement will prevail. Except as otherwise expressly provided herein, there are no other oral or written agreements, understandings, representations, or statements relating to the subject matter of this Agreement, other than Franchisor’s Disclosure Document, that either party may or does not rely on or that will have any force or effect. This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest. Nothing in this Agreement will be deemed to confer any rights or remedies on any person or legal entity not a party hereto, other than successors and assigns of any party to this Agreement whose interest are assigned in accordance with this Agreement.

Any other agreements or instruments referred to herein or which relate to the purchase or lease by Franchisee from Franchisor of any fixtures, signs, equipment, merchandise, or the like, constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between Franchisor or Franchisee relating to the subject matter of this Agreement. The headings of the several Sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of those Sections or paragraphs. The term “Franchisee” as used herein is applicable to one or more persons, a corporation or partnership, as the case may be, the singular usage includes the plural, and the masculine and neuter usages include the other and the feminine. References to “Franchisee” applicable to an individual or individuals shall mean the principal Owner or Owners of the equity or operating control of Franchisee if Franchisee is a corporation or partnership.

Whenever this Agreement requires the approval or consent of either party, the other party must make written request therefore, and such approval or consent must be obtained in writing. This Agreement may be executed in multiple copies, each of which will be deemed an original. Time is of the essence in this Agreement.

#### G. Florida Law Applies

All matters relating to mediation or arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1, et. seq.). Except to the extent governed by the Federal Arbitration Act or other federal law, this Agreement, the franchise and all claims arising from or in any way related to the relationship between Franchisor, and/or any of its affiliates, on the one hand, and Franchisee, and/or any of Franchisee’s owners, guarantors and/or affiliates, on the other hand, shall be interpreted and construed under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless jurisdictional requirements are met independently without reference to this paragraph.

#### H. Attorney Fees

In the event any legal proceedings between the parties hereto arise under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and court costs from the other party. If Franchisee is in breach or default of any monetary or nonmonetary material obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or Franchisor’s affiliates, and Franchisor engages an attorney to enforce Franchisor’s rights

(whether or not formal judicial proceedings are initiated), Franchisee must pay all reasonable attorneys' fees, court costs and litigation expenses Franchisor incurs, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of Franchisee's personal property, furnishings, equipment, signs, fixtures and inventory related to the operation of the Tint World® Center. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

I. Binding Effect

This Agreement is binding upon the parties hereto and their respective permitted assigns and successors in interest.

J. There Are No Unwritten Agreements; Operations Manual is Subject to Change

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless a subsequent modification in writing is signed by the parties hereto. The Operations Manual may be amended at any time by Franchisor, however, and Franchisee shall adapt its methods or procedures to comply with the requirements thereof.

K. Entire Agreement

This Agreement, inclusive of all exhibits hereto, constitutes the entire, full, and complete agreement and understanding between the parties and supersedes any and all prior agreements, no other representations, promises, warranties or agreements have induced Franchisee to execute this Agreement with Franchisor. Both parties acknowledge and agree that there are no oral or written representations, promises, assurances, warranties, covenants, "side-deals", rights of first refusal, options, or understandings other than those expressly contained in this Agreement. This Agreement supersedes all prior agreements, no other representations, promises, warranties, assurances, covenants, "side deals", rights of first refusal, options or understandings having induced Franchisee to execute this Agreement. The Parties agree that, in entering into this Agreement, they are each relying on their own judgment, belief and knowledge as to any claims and further acknowledge that no promise, inducement or agreement or any representations and warranties not expressed herein have been made to procure their agreement hereto. The parties further acknowledge that they have read, fully understand, and fully agreed to the terms of this Agreement. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim the representations Franchisor made in the FDD Franchisor furnished to Franchisee before entering into this Agreement. Except for those acts permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

L. Force Majeure

Except for monetary obligations hereunder, or as otherwise specifically provided in this Agreement, if either party to this Agreement shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Agreement not the fault of such party, then performance of such act shall be excused for the period of the delay, but in no event to exceed ninety (90) days from the stated time periods as set forth in Section I of this Agreement.

M. Venue

In the event the arbitration clause set forth in Section XXV.C. is inapplicable or unenforceable, and subject to Franchisor's right to obtain injunctive relief in any court of competent jurisdiction, the following provision shall govern: The parties hereby expressly agree that the United States District Court for Southern District of Florida (or, if Franchisor's corporate headquarters is no longer in Broward County, Florida, the applicable District Court where Franchisor's corporate

headquarters is then-located), or if such court lacks subject matter jurisdiction, the State Court in Broward County, Florida (or, if Franchisor's corporate headquarters is no longer in Broward County, Florida, the county where Franchisor's corporate headquarters is then-located), shall be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of these courts. Franchisee acknowledges and agrees that this Agreement has been entered into in the State of Florida and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision. Franchisee acknowledges and agrees that this location for venue is reasonable and the most beneficial to the needs of and best meets the interest of all of the members of the System. Nothing contained in this Agreement shall prevent Franchisor from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, and/or other emergency relief available to safeguard and protect Franchisor's interests.

**N. Limitations of Legal Claims; Waiver of Damages; Waiver of Jury Trial**

If Franchisee wishes to assert a claim against Franchisor arising out of or related to any of Franchisor's pre-opening obligations (a "Pre-Opening Claim"), Franchisee must: (i) provide Franchisor with written, detailed notice of the alleged breach (the "Pre-Opening Breach Notification") no later than 10 calendar days following the earlier to occur of (a) the date on which Franchisee opens the Tint World® Center, or (b) the deadline by which Franchisee must open the Tint World® Center under this Agreement (the "Notification Deadline"); and (ii) commence the dispute resolution process set forth in Article XXV.C no later than 10 calendar days following the Notification Deadline. If Franchisee fails to provide the Pre-Opening Breach Notification on or before the Notification Deadline, or if Franchisee fails to commence the dispute resolution process within 10 calendar days following the Notification Deadline, Franchisor shall be deemed to have satisfactorily completed and satisfied all of its pre-opening obligations under this Agreement and Franchisee shall be forever barred from bringing a Pre-Opening Claim against Franchisor or any of its owners, employees or affiliates.

Franchisee agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one year after the act, transaction or occurrence upon which such action is based or the expiration of one year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

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

**No Class or Collective Actions. Franchisee agrees that any arbitration, or, if applicable, litigation between Franchisee and/or any Franchisee Related Party, on the one hand, and Franchisor and/or any Franchisor Related Party, on the other hand, will be on such party's individual claim and that the claim or claims subject to arbitration and/or litigation shall not be arbitrated or litigated on a class-wide, associational, or collective basis.**

**WAIVER OF JURY TRIAL. THE PARTIES HEREBY EXPRESSLY AGREE TO WAIVE THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT,**

**AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in Section XXV.C. is unenforceable. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.**

**O. Modification**

This agreement may not be amended except: (a) as noted below; (b) by written agreement signed by both parties; and (c) as otherwise provided herein with respect to the Operations Manual.

This Agreement may be amended at any such time whenever Franchisor and a super-majority (as hereafter defined) of Franchisees agree to any such amendment. Franchisor agrees to provide Franchisee, at least 90 days prior to the date of such amendment is to be effective, a copy of the proposed amendment, together with a brief statement explaining the reasons therefor. A “super-majority” of Franchisees shall constitute of the Owners of at least 75% of all franchised Tint World® Centers in the United States of America. Whenever a super-majority of Franchisees approve an amendment in the manner provided for herein, such amendment shall be binding on all Franchisees, including Franchisee, to the same extent and in the same manner as if the amendment was unanimously approved by all Franchisees, and regardless whether Franchisee may or may not desire to be bound by the amendment, by signing this Agreement, Franchisee appoints any of Franchisor’s officers as Franchisee’s attorney in fact with irrevocable power and authority to execute any such amendment so approved.

**XXVI. APPROVALS AND WAIVERS**

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefore, and such approval or consent shall be obtained in writing.

Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee or in connection with any consent, or by reason of any neglect, delay, or denial of any request, therefore.

No failure of Franchisor to exercise any power reserved to it by this Agreement or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor’s right to demand exact compliance with any of the terms herein. Waiver by Franchisor of any particular default or breach by Franchisee shall not affect or impair Franchisor’s rights with respect to any subsequent default or breach of the same, similar or different nature, nor shall any delay, forbearance, or omission, breach or default by Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair Franchisor’s right to exercise the same, nor shall such constitute a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

**XXVII. AUTHORITY**

Franchisee or, if Franchisee is a corporation or partnership, the individuals executing this Agreement on behalf of such corporation or partnership, warrant to Franchisor, both individually and in their capacities as partners or officers, that all the partners in the partnership or all of the shareholders of the corporation, as the case may be, have read and approved this Agreement, including the restrictions which this Agreement places upon their right to transfer their respective interests in the partnership or corporation, as set forth in Section XXII. herein.

**XXVIII. NOTICES**

Any notice by certified, registered, express mail, or overnight delivery service, shall be deemed to have been given at the earlier of the date and time of receipt or refusal of receipt.

Any and all notices, requests and reports permitted or required to be delivered under this Agreement shall be deemed delivered: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the same day the transmission by facsimile, telegraph or other reasonably reliable electronic communication system; (c) one business day after being placed in the hands of a commercial courier service for guaranteed overnight delivery; or

(d) five business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified as its most current principle place of business address of which the notifying party has been notified in writing. All payments and reports required by this Agreement must be sent to Franchisor at the address identified in this Agreement unless and until a different address has been designated by written notice.

The respective parties are at the following addresses unless and until a different address has been designated by written notice to the other party:

**NOTICES TO TINT WORLD®:**

**TINT WORLD, LLC**  
**Attention: Franchise Department**  
1000 Clint Moore Road, Suite 110,  
Boca Raton, Florida 33487  
Telephone: 561.353.1050

**WITH COPY TO:**

**THE INTERNICOLA LAW FIRM P.C.**  
Attention: Charles N. Internicola, Esq.  
115 Maple Avenue  
Red Bank, NJ 07701  
Telephone: 718.979.8688

**NOTICES TO FRANCHISEE(S):**

----- NAME OF FRANCHISEE -----	----- ADDRESS OF FRANCHISEE -----
----- PHONE NUMBER OF FRANCHISEE -----	----- CITY, STATE, ZIP CODE OF FRANCHISEE -----
----- NAME OF FRANCHISEE -----	----- ADDRESS OF FRANCHISEE -----
----- PHONE NUMBER OF FRANCHISEE -----	----- CITY, STATE, ZIP CODE OF FRANCHISEE -----
----- NAME OF FRANCHISEE -----	----- ADDRESS OF FRANCHISEE -----
----- PHONE NUMBER OF FRANCHISEE -----	----- CITY, STATE, ZIP CODE OF FRANCHISEE -----
----- NAME OF FRANCHISEE -----	----- ADDRESS OF FRANCHISEE -----
----- PHONE NUMBER OF FRANCHISEE -----	----- CITY, STATE, ZIP CODE OF FRANCHISEE -----

**XXIX. OWNERS PERSONAL GUARANTY AND DISCLOSURE OF OWNERSHIP INTERESTS**

**A. Owners' Personal Guaranty**

The undersigned, each of whom is an Owner of an interest in Franchisee as of the date of this document, hereby personally and unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Franchise Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and that each and every representation of Franchisee made in connection with the Franchise Agreement is true, correct and complete in all respects at and as of the time given; (2) agrees to personally and individually be bound by, and personally liable for the performance of, each and every term, provision, condition, requirement, covenant, and obligation set forth in this Franchise Agreement; and (3) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement.

Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which he may be entitled relating to the validity or enforceability of this guaranty.

Each of the undersigned consents and agrees that: (i) his/her direct and immediate liability under this guaranty shall be joint and several; (ii) he/she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (iii) such liability shall not be contingent or conditioned upon pursuant by Franchisor of any remedies against Franchisee or any other person; and (iv) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement and thereafter and shall continue until any and all indebtedness's and obligations thereunder are satisfied in full.

**B. Disclosure of Ownership Interests**

Franchisee and each of its Owners represents and warrants that the following is a complete and accurate list of all Owners of Franchise, including the full name and mailing address of each Owner, and fully describes the nature and extent of each Owner's interest in the Franchisee. Franchisee, and each Owner as to his ownership interest, represents and warrants that each Owner is the sole and exclusive legal and beneficial Owner of his/her ownership interest in Franchisee, free and clear of all liens, restrictions agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

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

**PERCENTAGE OF OWNERSHIP INTERESTS:**

\_\_\_\_\_/\_\_\_\_\_  
Position(s) Held                      Percentage of Ownership

\_\_\_\_\_/\_\_\_\_\_  
Position(s) Held                      Percentage of Ownership

\_\_\_\_\_/\_\_\_\_\_  
Position(s) Held                      Percentage of Ownership

\_\_\_\_\_/\_\_\_\_\_  
Position(s) Held                      Percentage of Ownership

**OWNERS AND GUARANTORS:**

\_\_\_\_\_  
Individual Signature

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

\_\_\_\_\_  
Individual Signature

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

\_\_\_\_\_  
Individual Signature

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

\_\_\_\_\_  
Individual Signature

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

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION. THIS AGREEMENT CONTAINS EXPRESS WAIVERS OF (A) ANY AND ALL RIGHTS TO A JURY TRIAL, (B) ANY AND ALL RIGHTS TO PARTICIPATE IN CLASS ACTION ARIBTRATION AND/OR LAWSUITS, (C) FRANCHISEE'S RIGHT TO OBTAIN PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, AND (D) FRANCHISEE'S RIGHT TO BRING ANY CLAIM OR ACTION LATER THAN ONE YEAR AFTER THE EARLER TO OCCUR OF THE DISCOVERY OF THE FACTS GIVING RISE TO SUCH CLAIMS OR ACTIONS, OR THE OCCURRENCE OF THE ACTS OR OMISSIONS GIVING RISE TO SUCH CLAIMS OR ACTIONS.**

**IN WITNESS WHEREOF**, the parties hereto have duly executed, sealed, and delivered this Agreement on this Effective Date: \_\_\_\_\_.

**FRANCHISEE:**

**TINT WORLD, LLC**  
a Florida limited liability company

\_\_\_\_\_  
Name of Franchisee's Entity  
a \_\_\_\_\_  
Corporation, Limited Liability Company, or Partnership

By: \_\_\_\_\_  
Charles J. Bonfiglio, President

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

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

\_\_\_\_\_  
Print Name and Operating Partner Title

**INDIVIDUAL(S):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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





## **SCHEDULE B – Software License Agreement**

SOFTWARE LICENSE AGREEMENT (“Agreement”) between Tint World, LLC (“Franchisor and/or Designee”) and Franchise Agreement Store No. \_\_\_\_\_ (“Franchisee”), which has been assigned by Tint World, LLC;

### RECITALS

- A. Franchisor is the owner of and/or licensor and/or has designated a supplier for certain computer and website software programs and related documentation to operate the System.
- B. Franchisor desires to grant Franchisee, and Franchisee desires to obtain a nonexclusive license to use such software and related documentation solely on the terms and conditions set forth herein and such other 3rd party nonexclusive license agreements terms and conditions Franchisee agrees to execute.

In consideration of the foregoing and of the mutual covenants contained herein, the parties agree as follows:

#### **1. Grant of License**

Subject to the terms and condition of this Agreement, Franchisor hereby grants to Franchisee, and Franchisee hereby accepts from Franchisor, a nonexclusive, nontransferable and non-assignable license to use in object code form only the computer program(s) known as Tint World® Software; POS, PRO-CUT, CRM, FranConnect, QBO Accounting, Microsoft Office 365 with Email Exchange; Zoom Phone, Transitive Dat, and X-Cart Ecommerce (the “Licensed Software”) and the related documentation set forth in Exhibit A hereto (the “Documentation”) on the Designated Equipment at the Designated Site (as those terms are defined below) solely for the Franchisee’s own internal computing requirements; provided, however, that this Agreement does not grant Franchisee any title or right of ownership in the Licensed Software or Documentation.

#### **2. Term**

This Agreement shall become effective on the Franchise Effective Date, and shall continue in effect until the Franchise Agreement Expiration Date, unless sooner otherwise terminated as provided in the Franchise Agreement or herein. Upon termination of this Agreement, the license granted by Franchisor to Franchisee hereunder shall terminate. Franchisee shall cease using the Licensed Software immediately upon the termination of this Agreement. In addition, the Franchisee shall promptly deliver the Licensed Software and the Documentation and all copies of the same, including without limitation partial copies, to the Franchisor. Alternatively, Franchisee shall certify in writing to Franchisor that all such material has been destroyed.

#### **3. License Fee**

3.1 *Fee and Payment Terms.* In consideration of the license granted hereby, Franchisee shall pay Franchisor (or its designee as designated by Franchisor) the Tint World® POS software license fee of \$249 per month; TINT-PRO Mobile Software license fee of \$299 per month; and the Technology Fee of \$700 per month, which covers the PRO-CUT Software, FranConnect HUB, QBO Accounting, Microsoft Office 365 with two Email Exchange Accounts; Zoom Phone Platform, Data Warehousing, and other software Franchisor may determine and require, which may be included in the Technology Fee or paid from the NAF. The Auto Parts Network® Product Catalog, Ecommerce, and Kiosk Platform is \$100 per month, and may be paid by Franchisee or from the NAF along with other software that may be required from time to time as provided in the Operations Manual. These fees are subject to increases with 60 days’ notice, and shall not exceed \$1,500 per month plus Franchisor’s actual costs and expenses.

3.2 *Adjustments.* After the opening of Franchisee’s Tint World® Center, Franchisor (or its designee) may reasonably adjust the fees outlined in 3.1 above, after 60 days prior notice.

3.3 *Franchisor to Invoice Franchisee.* Unless payment of the license is due and payable upon execution of this Agreement as set forth in Section 3.1 above, Franchisor (or its designee) shall not be required to submit invoices to Franchisee for payments due hereunder.

#### **4. Equipment and Site**

4.1 *Designated Equipment and Sites.* The serial number(s) of the computer(s) on which the Licensed Software is or shall be installed (the “Designated Equipment”) and the site(s) of those computers (the “Designated Site(s)”), are set forth in Schedule C hereto.

4.2 *No other Equipment or Sites.* Franchisee shall use the Licensed Software only on the Designated Equipment at the Designated Sites without Franchisor’s prior written consent to the Licensed Software use elsewhere.

## **5. Installation**

5.1 *Installation.* “Installation” means the loading of the Licensed Software into the Designated Equipment at the Designated Sites. Installation is deemed to be completed when, in the sole opinion of Franchisor, acceptance testing pursuant to Section 6 hereof can commence.

5.2 *Installation Date.* If the Licensed Software is not already installed on the date hereof (as it may be if there has been an earlier evaluation installation), Franchisor shall install it on the Designated Equipment on or before Franchisee’s Franchise Agreement Opening Date (the “Installation Date”).

5.3 *Franchisee to Prepare Hardware.* Franchisee shall have sole responsibility for the acquisition, installation and operability of the hardware conforming to the specifications set forth in the Exhibit A hereto under “Hardware Specifications” (“the Hardware”) prior to the scheduled Installation of the Licensed Software. If Installation of the Licensed Software is delayed because the required Hardware is not ready or not available in the Installation date, Franchisor, on the installation date in Section 5.2 above, shall be entitled to receive payment from Franchisee of the 50% of the License Fee which under Section 3.2 would have otherwise been due immediately following Installation.

## **6. Acceptance Testing**

Franchisee shall have 30 days from the Installation of the Licensed Software to test whether the Licensed Software materially conforms to the operational, functional and performance specifications set forth in Exhibit B hereto under “Licensed Software Specifications” (the “Specifications”). Failure of the Franchisee to notify the Franchisor in writing within the above acceptance testing period that the Licensed Software fails to materially conform to the Specifications and that Franchisee is rejecting the Licensed Software shall be deemed to constitute “Acceptance” of the Licensed Software.

## **7. Documentation**

Franchisor shall deliver the Documentation pertaining to the Licensed Software to Franchisee on or prior to the Installation Date.

## **8. Intellectual Property Rights and Restricted Use**

8.1 *Franchisor Warranties.* Franchisor warrants that it is the owner or Head Licensee of the Licensed Software and Documentation granted thereby. Franchisee acknowledges that all copies, whether partial or complete, of the Licensed Software and Documentation, as well as proprietary rights in and appurtenant to the Licensed Software and Documentation, including without limitations to copyright, patent and trade secrets rights, are and shall remain the sole property of Franchisor. Franchisee shall have only the limited use rights specifically granted by this Agreement and the License granted hereunder.

8.2 *No Decomplication of Modification.* Franchisee shall make only archival copies and emergency back-up copies of the Licensed Software program and the Documentation. All such copies shall be the property of Franchisor, subject to the terms of this Agreement. A complete list of such copies and their exact locations shall be provided to the Franchisor by Franchisee upon request.

(a) *Trade Secret Notice.* Franchisee shall place the following notice on all tangible media conforming copies of the Licensed Software copies:

“This software is a trade secret of Tint World®. Possession and use of this software must conform strictly to the license agreement between Franchisee and Tint World, LLC, and possession does not convey any right to disclose, reproduce, or permit others to use the software without specific authorization of Tint World, LLC.

(b) *Copyright Notice.* Franchisee shall place the following notice on all program copies and on all copies of the Documentation: “Copyright © 2025 by Tint World, LLC All Rights Reserved”

8.4 *Confidentiality.* Franchisee shall not disclose or make available, directly, or indirectly, all or any portion of the Licensed Software or the Documentation to any person other than a permanent employee or consultant of Franchisee who is involved in the use of the Licensed Software and who has signed a written agreement to maintain the confidentiality of that information. Franchisee shall take reasonable measures to ensure that its employees keep the Licensed Software and the Documentation confidential.

## 9. Termination

9.1 *Termination.* Franchisor at its option may terminate or suspend this Agreement and the license granted hereunder if any of the following events shall have occurred and be continuing:

(a) *Bankruptcy, etc. of Franchisee.* Franchisee shall become bankrupt or shall assign its business for the benefit of creditors or if any receiver, trustee, or similar officer shall be appointed to take charge of Franchisee’s business or properties.

(b) *Failure to Comply.* Franchisee shall fail to comply with any obligation required under this Agreement, or the Tint World® Center Franchise Agreement of even date.

(c) *Termination of Franchise Agreement.* Franchisee’s Franchise Agreement for the operation of a Tint World® franchise operation shall be terminated or expired.

## 10. Software Support and New Releases

10.1 *Software Support.* After expiration of the warranty period set forth in Section 11 hereof, Franchisor shall provide software support to Franchisee pursuant to its “Software Maintenance and Support Agreement” and at Franchisor’s rates in effect upon the expiration of such period.

10.2 *Updates.* During the term of this Agreement, Franchisor shall provide Franchisee with Updates to the Licensed Software at no cost to Franchisee. “Updates” means minor enhancements, improvements, extensions, or other minor modifications to the Licensed Software that Franchisor has decided to make available without charge to its customers.

10.3 *New Releases.* During the term of this Agreement, Franchisor shall make available to Franchisor through additional license agreement all new Releases of the Licensed Software. “Releases” means enhancements or modifications to the Licensed Software or new modules or supplementary modules that function in conjunction with the Licensed Software, that represent the next generation of Licensed Software, and which Franchisor has decided to make available to its customers only for an additional charge. Franchisor shall make such new releases available to Franchisee at the same time it makes them available to its other customers and on the terms set forth in the additional license agreement.

## 11. Warranties

11.1 *Conformance to Specifications.* Franchisor warrants for the sole benefit of Franchisee that if properly installed and used by Franchisee, the Licensed Software shall materially conform to the Specifications for a period of six months from the effective date of this Agreement. Upon discovery of any nonconformance, Franchisee shall promptly notify Franchisor in writing of such nonconformance. Franchisor shall correct any nonconformance it has been properly notified of within reasonable time. Franchisor may attempt to correct software errors through the means it determines to be most appropriate, whether by telephone instructions, the issuance of updating documentation, corrective code, or other methods.

11.2 *Warranty Exclusions.* Notwithstanding the warranty provision above, Franchisor shall have no warranty obligations if Franchisee has used or is using the Licensed Software in a manner that does not conform to the Franchisor’s written instruction or the provisions of the Documentation, if Franchisee has moved the Licensed Software from the Designated Equipment or the Designated Site, if Franchisee or any third party has modified, or attempted to modify, the Licensed Software, if the Licensed Software has been subjected to an extreme power surge or electromagnetic field, whether or not through the fault of Franchisee, or if Franchisee has refused to implement software changes recommended by Franchisor.

11.3 *Limitation on Warranty.* Warranty obligations for the Licensed Software are limited in all cases to software errors. Errors caused by hardware malfunctions or failures are excluded.

11.4 *NO FURTHER WARRANTIES.* EXCEPT AS EXPRESSLY WARRANTED, FRANCHISOR DOES NOT WARRANT THAT THE SOFTWARE SHALL OPERATE WITH ANY HARDWARE AND SOFTWARE OTHER THAN AS SPECIFIED IN EXHIBIT A, THAT THE SOFTWARE SHALL SATISFY CUSTOMER'S OWN SPECIFIC REQUIREMENTS OF THAT COPIES OF THE SOFTWARE OTHER THAN THOSE PROVIDED OR AUTHORIZED BY FRANCHISOR SHALL POSSESS FUNCTIONAL INTEGRITY. FRANCHISOR MAKES NO WARRANTIES WITH RESPECT TO THE FITNESS AND OPERABILITY OF MODIFICATIONS NOT MADE BY FRANCHISOR. IN NO EVENT SHALL FRANCHISOR OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT OR ANY OF THE ATTACHMENTS OR EXHIBITS HERETO, OR RESULTING FROM THE FURNISHING, PERFORMANCE, OR USE OR LOSS OF ANY LICENSED SOFTWARE OR OTHER MATERIALS DELIVERED TO FRANCHISEE HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY, EVEN IF FRANCHISOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.5 *Maximum Liability.* Notwithstanding anything above to the contrary, the maximum aggregate amount of money damages for which Franchisor may be liable to Franchisee under this Software License Agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid by Franchisee to Franchisor under this Agreement.

## **12. Patent, Trade Secret and Copyright Indemnification**

12.1 *Defense of Suits.* Franchisor shall, at its own expense, defend or at its option settle any claim, suit or proceeding brought against the Franchisee on the issue of infringement of any United States patent, trade name, trademark, service mark, trade secret, copyright, or other proprietary rights, of any third party, by Franchisee's use of any of the Licensed Software pursuant to the terms of this Agreement. Franchisor shall indemnify Franchisee against any cost, expense or damages finally awarded against Franchisee in such action, provided that Franchisee promptly notifies Franchisor in writing of the action and provided, further, that Franchisee permits Franchisor to defend or settle the action and cooperates and provides all available information, assistance, and authority to enable Franchisor to do so. Franchisor shall not be liable for any costs, expenses, damages, or fees incurred by Franchisee in defending such action or claim unless authorized in writing by Franchisor.

12.2 *Right to Replace Licensed Software.* If Franchisee's use of the Licensed Software is enjoined, Franchisor has the right to replace the software or part of it with similar software enabling Franchisee to continue to function.

## **13. Miscellaneous**

13.1 *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of Florida applicable to contracts between residents of the State of Florida and entered into and performed entirely within the State of Florida. Any action instituted by the Franchisee arising out of this Agreement shall only be brought and tried in Broward County, Florida.

13.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the parties on the subject matter of this agreement and supersedes all prior agreements and understandings. All amendments must be in writing signed by both parties.

13.3 *No Waiver.* No waiver of any breach of the Agreement shall constitute a waiver of subsequent breach.

13.4 *Attorneys' Fees.* In the event legal action is brought to determine or enforce the rights of any party to this Agreement, the prevailing party shall be entitled to recover reasonable legal fees, costs, and expenses from the other party, including expert witness fees.

13.5 *Severability.* If any provision of this Agreement is held invalid or the enforceable by an agency of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

**13.6 MEDIATION AND ARBITRATION REQUIREMENT; JURY TRIAL WAIVER; LIMITATION OF CLAIMS.** The dispute resolution and related provisions contained in the Franchise Agreement, namely, Sections XXV.C through H, and Sections XXV.M through O, which include mediation and arbitration provisions, waiver of jury trial and class/collective actions, limitation of claims provisions and limitation of damages clauses, are hereby incorporated herein by reference as if set forth fully herein. The parties acknowledge and agree that all such provisions shall apply to this Agreement. Franchisee acknowledges that Franchisee has read and understands the terms of the Franchise Agreement and this Agreement, including, without limitation, Sections XXV.C through H, and Sections XXV.M through O of the Franchise Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned, duly authorized representatives as the date first above written.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION. THIS AGREEMENT CONTAINS EXPRESS WAIVERS OF (A) ANY AND ALL RIGHTS TO A JURY TRIAL, (B) ANY AND ALL RIGHTS TO PARTICIPATE IN CLASS ACTION ARIBTRATION AND/OR LAWSUITS, (C) FRANCHISEE'S RIGHT TO OBTAIN PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, AND (D) FRANCHISEE'S RIGHT TO BRING ANY CLAIM OR ACTION LATER THAN ONE YEAR AFTER THE EARLER TO OCCUR OF THE DISCOVERY OF THE FACTS GIVING RISE TO SUCH CLAIMS OR ACTIONS, OR THE OCCURRENCE OF THE ACTS OR OMISSIONS GIVING RISE TO SUCH CLAIMS OR ACTIONS.**

**FRANCHISEE:**

**TINT WORLD, LLC**

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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

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

**SCHEDULE C – Center Location and Designated Territory**

THE ACCEPTED FRANCHISE Center Location and Designated Territory set forth in Section VI of the Franchise Agreement shall be the geographic area as defined in the Franchise Agreement for Tint World® Franchise Store No. \_\_\_\_\_ (“Franchisee”).

The Franchise Location shall be within the State of \_\_\_\_\_, in the United States and in the Market Area (the “Designated Area”) for Site Selection, as specified by such entity designated by Tint World®.

(a) **Franchisee’s Market Area** – Franchisee’s Designated Market Area for Site Selection as such term is defined in the Franchise Agreement, is designated as follows:

MSA for Site Selection (the “Market Area”):

_____ _____ _____ <p align="center">[To be Effective this Schedule Must be Completed and Signed by Franchisor. If not completed and signed at time of signing Franchise Agreement, may be completed in the future pursuant to the terms of the Franchise Agreement.]</p>
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(b) **Franchisee’s Center Location** – Franchisee’s Center Location and Designated Territory as such term is defined in the Franchise Agreement, is identified, and approved, as follows:

The exact Accepted and Approved Location is (the “Center Location”):

_____ _____ _____ <p>The Designated Territory is a geographic area comprising a circle encompassing two (2) mile radius from the Center Location. [To be Effective this Schedule Must be Completed and Signed by Franchisor. If not completed and signed at time of signing Franchise Agreement, may be completed in the future pursuant to the terms of the Franchise Agreement.]</p>
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**Franchisee Leased Property**

Lease Commencement Date: \_\_\_\_\_ Base Rent: \_\_\_\_\_

Lease Initial Term: \_\_\_\_\_ Lease Option Terms: \_\_\_\_\_ Years Each Option Term: \_\_\_\_\_

Or

**Franchisee Owns Property**

Purchase Price: \_\_\_\_\_ Mortgage Term: \_\_\_\_\_ Mortgage Payment: \_\_\_\_\_

**FRANCHISEE:**

**TINT WORLD, LLC**

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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

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

**SCHEDULE D – Agreement Term and The Opening Date**

THE FRANCHISE OPENING DATE (the “Opening Date”) and the Expiration Date set forth in Section VII of the Franchise Agreement shall be for a Term of 15 years with a 15-year option to renew is described below for Tint World® Store No. \_\_\_\_\_ (“Franchisee”).

The Opening Date is: \_\_\_\_\_

The Expiration Date is: \_\_\_\_\_

Franchisee may, at its option, renew this Franchise for one additional period of 15 years, if Franchisor is still offering franchises at that time, and further subject to the following conditions set forth in Section VII of the Franchise Agreement.

**FRANCHISEE:**

**TINT WORLD, LLC**

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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

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

## **SCHEDULE E – Mobile Services Addendum for Residential and Commercial**

This addendum (the “Addendum”) dated this day of \_\_\_\_\_, (the “Effective Date”) is made by and between \_\_\_\_\_, a(n) “Individual/Corporation” with its principal office located at \_\_\_\_\_, hereafter referred to as (“Franchisee”), and Tint World, LLC, a Florida Limited Liability Company with its principal place of business located at 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487 (“Tint World<sup>®</sup>” or “Franchisor”).

WHEREAS, Franchisor and Franchisee collectively (the “Parties”) have entered into a Tint World<sup>®</sup> Franchise Agreement (the “Franchise Agreement”) providing for, among other things, Franchisee’s development and operation of a retail center (a “Tint World<sup>®</sup> Center”) that offers, provides, and specializes in the retail sale and installation of window tinting, protective film, vehicle wraps, audio and electronics, security systems, car and truck accessories, wheels and tires, detailing and ceramic coating, maintenance, repair, and installation services, and other products and services that Franchisor authorizes and as Franchisor may modify from time-to-time (the “Authorized Products and Services”) from a fixed-location Tint World<sup>®</sup> Center location (the “Center Location”);

WHEREAS, Franchisee’s Tint World<sup>®</sup> Center been assigned Center Number \_\_\_\_\_ (the “Center”) by Tint World<sup>®</sup>;

WHEREAS, If authorized by Franchisor, Tint World<sup>®</sup> Centers and/or other System franchisees may be authorized to offer and provide mobile marine, residential, and commercial window film installation and protective coating services, decorative film, perforated film, custom design window and wall graphics, product maintenance, repair, and installation services, and other products and services designated by Franchisor that are provided on-site at customer locations within a designated territory ( collectively, “Mobile Services”);

WHEREAS, Mobile Services must be offered and provided using a wrapped service vehicle (“Service Vehicle”) subject to Franchisor’s System standards;

WHEREAS, Franchisee has requested the right and obligation to offer and provide Mobile Services within Franchisee’s Designated Territory and as a part of the operations of Franchisee’s Center and in accordance with the terms of the Franchise Agreement; and

WHEREAS, If executed by Franchisor and Franchisee this Addendum, among other things, does hereby amend the Franchise Agreement to supplement the Authorized Products and Services to include Mobile Services to be provided and performed by Franchisee within Franchisee’s Designated Territory provided that Franchisee is designated and granted a Designated Territory within the Franchise Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Terms not defined or set forth in this Addendum but defined in the Franchise Agreement shall have the meaning set forth in the Franchise Agreement. In the event of any conflict or inconsistency between this Addendum or the Franchise Agreement, the terms and provisions of the Franchise Agreement shall take precedence and control

2. The Franchise Agreement is hereby amended and the term Approved Products and Services, as set forth in the Franchise Agreement, shall include Mobile Services to be provided by Franchisee within Franchisee’s Designated Territory and as a part of Franchisee’s Center and the franchised business, and in accordance with Franchisor’s System standards which Franchisor may modify or amend from time to time and in Franchisor’s sole discretion. Franchisee acknowledges and agrees that: (a) Franchisee is obligated to offer and provide Mobile Services in accordance with the terms and provisions of this Addendum and the Franchise Agreement; (b) Franchisor’s right to offer and provide Mobile Services is limited to Franchisee’s Designated Territory and subject to the terms and conditions of the Franchise Agreement, including all reserved rights of Franchisor; and (c) Franchisee shall comply with all provisions of the Franchise Agreement as they relate to Mobile Services.

3. Upon the execution of this Addendum, Franchisee shall sign Tint World<sup>®</sup>’s then-current release of telephone numbers, domain names, email addresses and transfer of service, which assigns to Franchisor the rights to the current telephone, domain name and email address listings or new telephone numbers, domain names and email addresses

listing for the Mobile Services operation. Such telephone listing shall be placed in the next available Tint World® listing and advertisement for the market in which the Mobile Services operation is located.

4. Franchisee agrees to provide an adequate number of Service Vehicles, as Franchisor shall express in writing. Upon the opening and initiation of the Mobile Services operation, Franchisee agrees to and must obtain at least one (1) new or used commercial-grade cargo-van, extended-van, or mini-van type vehicle specified by Franchisor on which the Tint World® Marks must be placed. The vehicle may be bought, financed, or leased and must be maintained and used for all Mobile Services. Franchisor shall provide the Brand Wrap logotypes as part of the start-up package and Franchisee shall have them installed at its expense, on the Service Vehicle by a capable vendor. Franchisee agrees to have adequate liability insurance in place for each such Service Vehicle, to amount not less than that specified in the Tint World® Franchise Agreement.

5. As part of a new Mobile Services operation start-up package, Franchisee agrees to purchase additional tools required, including, but not limited to, ladders, scaffolds and hand tools. Franchisor will provide Franchisee with some product samples and sample books from Franchisor's selected suppliers at no additional charge, and Franchisee can obtain additional sample books or other product samples from Approved Suppliers..

6. Franchisee shall notify its insurance carrier that Franchisee's Tint World® Center will be offering the Mobile Services before Franchisee commences any such services, and Franchisee shall be responsible for all resulted additional insurance premium payments, if any, that may be required to keep its insurance policies with respect to the operation of its Tint World® franchise in full force and effect. Franchisee agrees to obtain a contractor's license, insurance and bonding that is required only in States that require contractor's licensing, insurance and bonding. In this regard, Franchisee shall provide Tint World® with a copy of all state and local regulations applicable to the performance of Mobile Services in Franchisee's area. Furthermore, by signing this Addendum, Franchisee hereby acknowledges and represents having reviewed such regulations and that Franchisee will not operate or provide Mobile Services using the name Tint World® in violation of the applicable regulations.

7. In the event Franchisee shall be found not to be in compliance with any federal, state and/or local law, regulations or ordinances relating to the provision of Mobile Services and such violation remains uncured for a period of thirty (30) days from the date of written notice of such violation, then this Addendum shall be deemed to be immediately terminated by Tint World® and Franchisee shall cease offering Mobile Services at or by its Tint World® Center upon such termination.

8. Franchisee acknowledges that in the event that Tint World® serves Franchisee a termination notice pursuant to Section 8 hereof, and Franchisee continues to offer such services at or by its Tint World® Center and/or under the Tint World® name or otherwise, Franchisee shall be considered to be in violation of the Franchise Agreement. Franchisee further acknowledges and agrees that Tint World® will suffer irreparable harm from its continuing to offer the Mobile Services (or any other services) without Tint World®'s authorization. Therefore, in order to enforce the terms of the Franchise Agreement, Franchisee acknowledges that Tint World® shall be entitled to a preliminary injunction without the requirement of having to post any bond.

9. Each customer who receives Mobile Services at or by Franchisee's Tint World® Center shall be issued a limited warranty in a form that is acceptable to Tint World®. Such warranty shall; (a) be in accordance with the Tint World® Operations Manual; and (b) be in accordance with film or product manufactures' limited warranty on such film or coating used and installed.

10. Franchisee agrees, unless modified herein, to operate its Tint World® Mobile Services operation only within the exclusive area or territory outlined in Schedule C of the Franchise Agreement.

- A. The Franchisee and Franchisor agree that the territory in which Franchisee shall be licensed to operate its Residential and Commercial services operation is the same two (2) mile radius from the Premises from which Franchisee operates its Tint World® Center; or
- B. The parties have agreed to modify this area only as pertains to the Residential and Commercial Addendum as follows:

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11. Contemporaneously with the signing of this Tint World® Mobile Services Addendum, Franchisee shall pay the additional Territory Fee of ten-thousand (\$10,000) dollars. If the immediately preceding section of this addendum is filled in, granting Franchisee an additional area in which to operate its Mobile Services operation, greater than that contained in the underlying Tint World® Center Franchise Agreement, then Franchisee shall pay an additional Territory Fee in the amount of ten-thousand (\$10,000) dollars for each additional expanded territory.

12. Upon the initiation of the Tint World® Mobile Services operation, Franchisee shall report to Tint World® all revenue generated by the sales of the Mobile Services operations in the same manner that it is required to report all revenues arising from the provision of the products and services which are currently approved under the Franchise Agreement, except that Franchisee shall segregate the Mobile Services sales and installations services from other services it performs at its Tint World® franchise Center(s) including transmitting electronically, its sales information to Tint World®, using such Tint World® POS software to interface with Tint World®'s internal computer system and which is authorized by Tint World®, for use in Mobile Services operations.

13. Franchisee shall hold harmless and shall indemnify Tint World®, and its related bodies corporate and their respective officers, directors, employees and legal representatives against all and any liabilities, claims (including without limitation, third party claims, whether or not meritorious), causes of action, judgments, damages, losses, costs and expenses (including without limitation, attorney's fees and disbursements) resulting from, relating to or arising out of any Mobile Services service offered at or by Franchisee's Tint World® Center and/or any Mobile Services Franchisee offers or causes to be offered anywhere using the name Tint World®.

14. Franchisee shall pay Tint World® continuing royalty fees and advertising contributions for all Mobile Services operations conducted in connection with the Franchisee's Tint World® Center, in the same manner and under the same terms as required for other approved Tint World® products and services under the Franchise Agreement.

15. Any Notice, demand or request given or made pursuant to this Addendum shall be served by either party hereto in the manner that such party is required to serve notices, demands and requests pursuant to the terms of the Franchise Agreement.

16. No failure by Tint World® to take action on account of any default by Franchisee, whether in a single instance or repeatedly; shall constitute a waiver of any such default or of the performance required of Franchisee. No express waiver by Tint World® of any provision or performance hereunder or of any default by Franchisee shall be construed as a waiver of any other or future provisions, performances or default.

17. All arbitration, mediation, choice of law, and dispute resolution provisions set forth in the Franchise Agreement shall govern this Addendum.

18. Save as modified in this Addendum, the general interpretative and miscellaneous provisions (including, without limitation, those dealing with severability of provisions, controlling law and jurisdiction) of the Franchise Agreement entered into by and between the parties to this Addendum, are deemed incorporated in this Addendum by reference.

19. The Franchise Agreement shall remain in full force and effect, except as expressly set forth in this Addendum, and shall not act to amend, modify, nullify or cancel any of the covenants or obligations contained in the Franchise Agreement. In the event of a conflict between the terms and conditions of the Franchise Agreement and the terms and conditions of this Addendum, this Addendum shall prevail.

20. This Addendum and the Franchise Agreement constitute the entire agreement between the parties hereto relative to the subject matter they contain therein, and supersede all prior addendums, agreements, discussions and/or other understandings made by the parties, whether made orally or in writing.

21. This Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

22. Except as otherwise expressly provided herein, there are no other oral or written agreements, understandings, representations or statements relating to the subject matter of this Agreement other than the Tint World® Franchise Disclosure Document and the governing Tint World® Franchise Agreement. This Agreement is binding upon the

parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement will be deemed to confer any rights or remedies on any person or legal entity not a party hereto.

23. This Addendum may not be assigned by Franchisee without the prior written permission of Tint World®.

24. This Addendum shall not become binding upon Franchisee and Tint World® until such time that this Addendum is fully signed and executed by both parties hereto

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and the year first above written.

**FRANCHISEE:**

**TINT WORLD, LLC**  
a Florida limited liability company

\_\_\_\_\_  
Name of Franchisee's Entity  
a \_\_\_\_\_  
Corporation, Limited Liability Company or Partnership

By: \_\_\_\_\_  
Charles J. Bonfiglio, President

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

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

\_\_\_\_\_  
Print Name and Operating Partner Title

**INDIVIDUAL(S):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

**EXHIBIT C**

**MULTI-UNIT DEVELOPMENT AGREEMENT**

**THIS Effective Dated** this day of \_\_\_\_\_, is made by and between \_\_\_\_\_, a(n) "Individual/Corporation" with its principal office located at \_\_\_\_\_, hereafter referred to as ("Developer"), and Tint World, LLC, a Florida Limited Liability Company with its principal place of business located at 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487 ("Tint World<sup>®</sup>" or "Franchisor").

WHEREAS, Tint World<sup>®</sup> is the national Franchisor of Tint World<sup>®</sup> Centers which licenses franchised locations throughout the United States, Canada, and various foreign countries;

WHEREAS, Tint World<sup>®</sup> grants franchise licenses to individuals the right to establish, develop, open, and operate Tint World<sup>®</sup> Centers ("Tint World<sup>®</sup> Centers") at various locations. Each Tint World<sup>®</sup> license is governed by the terms of a Tint World<sup>®</sup> Franchise Agreement that a Franchisee is required to sign before opening a Tint World<sup>®</sup> Center;

WHEREAS, Developer has expressed a desire to develop Tint World<sup>®</sup> Center Locations with the exclusive right to develop the aggregate number of Tint World<sup>®</sup> Centers in the development schedule within the certain Metropolitan Statistical Area ("MSA") of: \_\_\_\_\_ (the "Development Area");

WHEREAS, Tint World<sup>®</sup>, upon the fulfillment of certain conditions by Developer, is desirous of granting such development rights to Developer; and

WHEREAS, the parties to this Multi-Unit Development Agreement ("Agreement") desire that the terms of the Development Rights be contained in this Agreement.

**NOW THEREFORE**, in consideration for the mutual promises contained herein the parties hereto agree as follows:

**1. Grant**

1.01 Tint World<sup>®</sup> hereby grants to the Developer the right to be the exclusive Developer of the Tint World<sup>®</sup> Center Locations within the certain MSA subject to the terms and conditions stated in this Agreement and the governing terms and conditions of each applicable Tint World<sup>®</sup> Center Franchise Agreement ("Tint World<sup>®</sup> Center Franchise Agreement"), except for any Tint World<sup>®</sup> Centers in operation or under lease, construction, or under development, or other commitment to open in the Development Area as of the effective date of this Agreement, as long as Developer: (a) timely comply with the Development Schedule; and (b) are otherwise in material compliance with the terms and provisions of the Multi-Unit Development Agreement.

1.02 Developer agrees that for each franchise Tint World<sup>®</sup> Center that Developer develops and opens, Developer shall execute Tint World<sup>®</sup>'s then current Tint World<sup>®</sup> Center Franchise Agreement for each location, for the purpose of establishing, owning and operating Tint World<sup>®</sup> Centers within the Development Area. Developer acknowledges and agrees that Franchisor's then-current form of Tint World<sup>®</sup> Center Franchise Agreement may contain materially different terms, as compared to the form of Tint World<sup>®</sup> Center Franchise Agreement contained in the disclosure document provided to Developer prior to the execution of this Agreement.

1.03 This Multi-Unit Development Agreement is not to be construed as a franchise agreement and does not give Developer the right to use the Tint World<sup>®</sup> Franchise System, Tint World<sup>®</sup>'s name or trademarks. Such rights to use the Tint World<sup>®</sup> System and Tint World<sup>®</sup>'s name and proprietary marks shall be contained in and governed by each Tint World<sup>®</sup> Center Franchise Agreement for each franchised outlet that Developer develops.

1.04 In conjunction with the development of the Tint World<sup>®</sup> Franchise System in the Development Area, Developer agrees not to use the Tint World<sup>®</sup> name or trademarks in its trade name or as part of its corporate name, if applicable, except that the Tint World<sup>®</sup> Centers referred to in the Tint World<sup>®</sup> Center Franchise Agreements shall be referred to as Tint World<sup>®</sup> Centers.

1.05 Nothing in this Development Agreement shall be construed as governing the use of or the implementation of the Tint World® Franchise System, such requirements being contained in each Tint World® Franchise Agreement.

## 2. **Execution of Tint World® Center Franchise Agreements**

2.01 In conjunction with the opening of each Tint World® Center by Developer pursuant to this Agreement, Developer shall sign Tint World®'s then current Tint World® Center Franchise Agreement, which agreement may contain materially different terms and conditions as compared to the franchise agreement for Franchisee's first Tint World® Center (provided that the initial term of each Tint World® Center Franchise Agreement shall be for a period of 15 years), and for each Tint World® Center Location prior to opening such Tint World® Center.

2.02 In the event that Developer is in default of any of the governing Tint World® Center Franchise Agreements Developer shall be prohibited from opening any additional Tint World® Centers pursuant to this Development Agreement or any other agreements until such default(s) are cured to Tint World®'s satisfaction to the extent that they are subject to cure. If any of the Tint World® Center Franchise Agreements are terminated, except as provided for in this Agreement, this Agreement shall terminate. However, to the extent that Developer is not in default of other existing Tint World® Center Franchise Agreements they can continue to operate under those franchise agreements, and they shall remain in full force and effect unless Franchisee is in default of any such agreements.

## 3. **Development Schedule**

3.01 In consideration for the grant of the exclusive rights granted by Tint World® to Developer to develop the Development Area, the Developer will develop and aggregate of \_\_\_\_\_ Tint World® Centers within and pursuant to the development schedule incorporated by reference for all purposes.

3.02 Nothing in this section shall prevent Developer from developing more Tint World® Centers than the minimum number shown on the development schedule for the Development Area provided that Developer signs a Tint World® Center Franchise Agreement for each additional Tint World® Center, and complies with the terms of each such Tint World® Center Franchise Agreement.

3.03 All sites that Developer wishes to operate as Tint World® Centers shall be approved by Tint World® in accordance with the terms of the governing Tint World® Center Franchise Agreement prior to the time that Developer opens such Tint World® Center.

3.04 Developer's acquisition of an existing Tint World® Center, or a Tint World® Center located in the Development Area that has been closed for fewer than 12 months, will not be considered a new Tint World® Center and, consequently, will not count toward Developer's development obligations under the Development Schedule.

3.05 If Developer requests an extension to the Development Schedule, and if Franchisor at Franchisor's sole discretion approves such extension, Developer must pay Franchisor a 6-month extension fee of \$10,000 (the "Extension Fee"), for each unit requiring an extension to open.

3.06 The failure by Developer to adhere to the Developer's development obligations under the Development Schedule regardless of any extensions granted, shall result in Franchisor's sole discretion to: (a) reduce the number of Tint World® Centers stated in the Development Schedule; (b) withhold evaluation or approval of site proposal for new Tint World® Centers; (c) extend the Development Schedule; and/or (d) if applicable, terminate the protected nature of Developer's territorial rights in the Development Area; or (e) terminate the Multi-Unit Development Agreement.

## 4. **Term of Development Agreement**

4.01 This Multi-Unit Development Agreement shall remain in full force and effect, unless earlier terminated by the provisions of this agreement, until the development of the last Tint World® Center listed on the Agreement Summary, subject to any modification, but in no event shall it extend beyond \_\_\_ years from the date of this Agreement without notice.

4.02 The termination of this Multi-Unit Development Agreement shall not affect the then existing Tint World® Center Franchise Agreements for the then existing Tint World® Centers provided that Developer is not in default of each such Tint World® Center Franchise Agreement.

5. **Nature of Exclusive Rights**

5.01 The exclusive rights granted to Developer as outlined in Article 1 of the Agreement shall expire upon the expiry of the Multi-Unit Development Agreement, or sooner terminated as provided by this agreement.

5.02 Upon the termination or expiration of this Agreement, Tint World® shall have the right to develop and establish franchised or company owned Tint World® Centers within the Development Area subject only to the territorial provisions of each then governing Tint World® Center Franchise Agreement.

6. **Development Fees**

6.01 In consideration for the grant of the exclusive rights outlined in Article 1 of this agreement Developer shall pay to Tint World® a Multi-Unit Development fee in the amount of \$\_\_\_\_\_ (the “Multi-Unit Development Fee”) the payment of the Multi-Unit Development Fee shall be paid to Tint World® upon the mutual execution of this Multi-Unit Development Agreement. This Agreement shall not become effective until the Multi-Unit Development Fee has been paid in full to Tint World® and cleared its bank.

6.02 All Multi-Unit Development Fees are fully earned by Tint World® at the time of signing the Multi-Unit Development Agreement.

7. **Managers and Operational Assistants**

7.01 Developer must devote its full efforts and attention to the business of the development and operation of the Tint World® Centers to the subject of this Development Agreement. Accordingly, Developer must employ competent managers for each franchise outlet who in-turn will be required to devote their full-time efforts and attention to the business carried on at the franchise outlet.

7.02 All managers, to the extent allowed by law, will be bound by restrictive covenants preventing them from operating or participating in a competing business for so long as they are employed by Developer and for a period of time thereafter within a specified geographic limit. In addition, those managers shall be required to sign confidential agreements as a condition of their employment with Developer, which term will be to the same extent that Developer is held to under the governing Tint World® Center Franchise Agreements.

8. **Termination**

8.01 The termination of any Tint World® Center Franchise Agreement shall result in the automatic termination of the Multi-Unit Development Agreement, except that the termination of a Tint World® Center Franchise Agreement which is the result of economic problems that results in the closure of said Tint World® Center shall not terminate this Agreement; provided however, that any and all outstanding royalties and advertising contributions owed to Tint World® shall be paid in full within 30 days from the termination or closure of said Tint World® Center, whichever is sooner.

8.02 The Agreement shall be terminated upon any default of any of the terms of this Agreement if such default, to the extent that it may be cured, is not cured within 30 days from notice being sent by Tint World® to Developer. All such notice shall be sent to Developer by Federal Express.

9. **Sale and Assignment**

9.01 Developer shall not have the right to sell or assign the development rights provided in this agreement without the prior written approval of Tint World®. However, nothing in this provision shall prevent Developer from selling, assigning or otherwise transferring any Tint World® Center Franchise Agreement and the accompanying Tint World® Center subject to the terms and conditions in the governing Tint World® Center Franchise Agreement.

9.02 This agreement and the rights and obligations contained herein may be assignable or transferable in any manner whatsoever by Tint World®.

10. ***MEDIATION AND ARBITRATION REQUIREMENT; JURY TRIAL WAIVER; LIMITATION OF CLAIMS***, The dispute resolution and related provisions contained in the Franchise Agreement, namely, Sections XXV.C

through H, and Sections XXV.M through O, which include mediation and arbitration provisions, waiver of jury trial and class/collective actions, limitation of claims provisions and limitation of damages clauses, are hereby incorporated herein by reference as if set forth fully herein. The parties acknowledge and agree that all such provisions shall apply to this Agreement. Developer acknowledges that Developer has read and understands the terms of the Franchise Agreement and this Agreement, including, without limitation, Sections XXV.C through H, and Sections XXV.M through O of the Franchise Agreement.

INITIALS: \_\_\_\_\_

INITIALS: \_\_\_\_\_

11. **Choice of Law Jurisdiction and Venue**

11.01 **Choice of Law.** All matters relating to mediation or arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1, et. seq.). Except to the extent governed by the Federal Arbitration Act or other federal law, this Agreement, the franchise and all claims arising from or in any way related to the relationship between Franchisor, and/or any of its affiliates, on the one hand, and Developer, and/or any of Developer's owners, guarantors and/or affiliates, on the other hand, shall be interpreted and construed under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless jurisdictional requirements are met independently without reference to this paragraph.

11.02 **Jurisdiction and Venue.** In the event the arbitration clause set forth in Section XXV.C. of the Franchise Agreement, which is incorporated in this Agreement pursuant to Section 10 of this Agreement, is inapplicable or unenforceable, and subject to Franchisor's right to obtain injunctive relief in any court of competent jurisdiction, the following provision shall govern: The parties hereby expressly agree that the United States District Court for Southern District of Florida (or, if our corporate headquarters is no longer in Broward County, Florida, the applicable District Court where our corporate headquarters is then-located), or if such court lacks subject matter jurisdiction, the State Court in Broward County, Florida (or, if our corporate headquarters is no longer in Broward County, Florida, the county where our corporate headquarters is then-located), shall be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of these courts. Developer acknowledges and agrees that this Agreement has been entered into in the State of Florida and that Developer is to receive valuable and continuing services emanating from Franchisor's headquarters. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision. Developer acknowledges and agrees that this location for venue is reasonable and the most beneficial to the needs of and best meets the interest of all of the members of the System. Nothing contained in this Agreement shall prevent Franchisor from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, and/or other emergency relief available to safeguard and protect Franchisor's interests.

12. **Miscellaneous**

12.01 All notices required in the Multi-Unit Development Agreement shall be in writing and sent by Federal Express and addressed to Tint World, LLC at:

1000 Clint Moore Road, Suite 110  
Boca Raton, Florida 33487  
Attention: Legal Department

To Developer at:

\_\_\_\_\_ or at such other address as Developer and or Tint World® shall designate in writing.

Any notice shall be deemed to have been given when deposited in the mail or the local Federal Express office.

12.02 This Agreement together with the schedules attached hereto, constitute the entire agreement between the parties relative to the subject matter contained therein and supersedes any and all prior understandings, representations, inducements, and statements oral or written, collateral or otherwise, of the parties in connection with the subject matter hereof. No amendment or modification of this agreement shall be binding unless in writing executed by both the Developer and Tint World®. Nothing in this or any related agreement is intended to disclaim the representations Franchisor made in the latest franchise disclosure document that Franchisor has furnished to Developer.

**DEVELOPMENT SCHEDULE**

Multi-Unit Developer shall develop and continue to operate Tint World® Centers in the Development Area, in accordance with the following schedule:

Site Acceptance Date Multi-Unit Development Effective Date	Opening Date Multi-Unit Development Effective Date	Centers To Be Open And Operating On or Before The Opening Date
Ten Months	12 Months	1
Eighteen Months	20 Months	2
Twenty Eight Months	30 Months	3
Thirty Eight Months	40 Months	4
Forty Eight Months	50 Months	5

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION. THIS AGREEMENT CONTAINS EXPRESS WAIVERS OF (A) ANY AND ALL RIGHTS TO A JURY TRIAL, (B) ANY AND ALL RIGHTS TO PARTICIPATE IN CLASS ACTION ARIBTRATION AND/OR LAWSUITS, (C) DEVELOPER’S RIGHT TO OBTAIN PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, AND (D) DEVELOPER’S RIGHT TO BRING ANY CLAIM OR ACTION LATER THAN ONE YEAR AFTER THE EARLER TO OCCUR OF THE DISCOVERY OF THE FACTS GIVING RISE TO SUCH CLAIMS OR ACTIONS, OR THE OCCURRENCE OF THE ACTS OR OMISSIONS GIVING RISE TO SUCH CLAIMS OR ACTIONS.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and the year first written above.

**MULTI-UNIT DEVELOPER:**

**TINT WORLD, LLC**

a Florida limited liability company

\_\_\_\_\_  
Name of Franchisee’s Entity  
a \_\_\_\_\_  
Corporation, Limited Liability Company or Partnership

By: \_\_\_\_\_  
Charles J. Bonfiglio, President

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

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

\_\_\_\_\_  
Print Name and Operating Partner Title

**INDIVIDUAL(S):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

## EXHIBIT D

### ADDENDUM TO LEASE AGREEMENT

This Addendum to Lease (“Addendum”) is attached hereto and made part hereof of the Lease (the “Lease”) dated \_\_\_\_\_ by and between \_\_\_\_\_, (as “Landlord”) and \_\_\_\_\_, as (“Tenant ”), collectively (the “Parties”) for the premises as more fully described in the Lease (the “Premises”). In the event of a conflict between the terms of this Addendum and the Lease, the terms of this Addendum shall control. Notwithstanding anything to the contrary contained in the attached Lease, the Parties agree to amend the language of the Lease as follows:

#### 1. Use of Premises

During the term of Tenant’s franchise agreement (“Franchise Agreement”) or the term of the Lease, whichever is the last to expire, the Premises may be used only for the operation of a Tint World® Automotive Styling Centers or other mark approved by Tint World, LLC (“Franchisor”) and for no other purpose whatsoever. Tenant shall have the exclusive right in the common center to use and occupy the Premises for the sales and on-premises installation of automotive: window tinting, protective films and coatings, vehicle wraps and graphics, car audio and security systems, auto accessories, detailing and ceramic coating services; and Mobile Services off-premises sales and installation of marine, residential, and commercial window film installation and maintenance services.

#### 2. Signage and Graphics

Landlord acknowledges that it has reviewed and approved the standard Tint World® exterior building signs, pole/monument signs, and window graphics for erection and installation, all to follow city code. (See “Exhibit S”) No additional approval is required from Landlord.

Subject to applicable zoning laws and any applicable restrictive covenants of the Lease, which Landlord has provided to Tenant prior to execution of this Lease:

- A. Tenant shall be permitted to install on the outside of the Premises a Yellow Black Tint World® fascia sign and/or awning.
- B. Tenant shall be permitted to install the typical Tint World® branded four color window graphics on the storefront glass of the Premises.
- C. Tenant shall be permitted from time to time to place a banner in the front, side or fascia of the Premises.
- D. The parties hereto acknowledge that, should a pylon and/or monument sign exist or is to be erected for the Premises, Tenant shall have the right to utilize the pylon and/or monument at no additional charge.

#### 3. Lease Tem

The initial term of the Lease, or the initial term together with any renewal must be for at least 15 years, and a provision giving the Franchisor the right on any termination or expiration of the Franchise Agreement to assume the lease or sublease or to enter into a further sublease for a period of not less than 12 months and not more than 18 months.

#### 4. Entry by Franchisor

Landlord and Tenant hereby acknowledge that Tenant has agreed under the Franchise Agreement that Franchisor and its employees or agents shall have the right to enter the Premises at any reasonable time for such purposes of conducting inspections, protecting Tint World® proprietary marks and correcting deficiencies of Tenant. Landlord herby agrees not to interfere with or prevent such entry by Franchisor and its employees or agents.

#### 5. Assignment

Landlord and Tenant recognize (“Franchisor”) and Tenant have entered into a franchise agreement (“Franchise Agreement”) to open a Tint World® in the Premises. Landlord expressly agrees that in the event of and upon any termination of that certain Franchise Agreement executed between Tenant, as franchisee, and Franchisor, Landlord shall permit the assignment of Tenant’s interest in the Lease to Franchisor, to reassign such interest in this lease to any other party chosen

by Franchisor, to act as third party operator with Landlord's approval, as aforesaid, and shall assume all obligations of the Tenant under the terms of this lease. Landlord further expressly agrees to execute any documentation which may reasonably be required by Franchisor, to evidence the acceptance of Franchisor, or such third-party operator, as tenant under the terms of the Lease. Landlord further expressly agrees to execute any documentation which may reasonably be required by Franchisor, to evidence the acceptance of Franchisor, or such third-party operator, as Tenant under the terms of this Lease. Landlord and Tenant further agree that during the stated terms of the Lease, Tenant shall not have the right to assign to another person or legal entity for whatever reason without the express written consent of Franchisor. Landlord acknowledges that the agreements contained in this paragraph are made in consideration for Tenant's execution of this Lease and Landlord understands and agrees that but for Landlord's consent to the terms of this paragraph and to the terms of Tint World®'s default paragraph contained herein; Tenant would not have executed the Lease.

#### 6. Parking and Common Areas

Subject to local code restrictions, Landlord shall make two parking spaces in front of the Premises reserved for Tenant's exclusive use for the term of the Lease. Tenant shall have the nonexclusive right to utilize all remaining parking spaces and common areas serving the Premises, which must be a minimum of two parking spaces per one thousand square feet of rented space.

#### 7. Environmental

Landlord agrees to remove all hazardous materials from the Premises prior to the date on which it delivers possession of the Premises to Tenant (the "Possession Date"). Tenant shall indemnify Landlord for any and all loss, costs, claims or damages (including attorney's fees) as a result of hazardous materials brought to the shopping center or the Premises by Tenant or its agents, employees or contractors, and Landlord shall indemnify Tenant for all any and all loss, costs, claims or damages (including attorney's fees) as a result of hazardous materials at the Premises or the shopping center prior to the Possession Date or brought to the shopping center or the Premises by anyone other than Tenant, its agents, employees or contractors. Landlord shall provide to Tenant prior to the Possession Date copies of any and all environmental assessments, tests, evaluations, or studies conducted on the shopping center or the Premises. If any such reports indicate that there is contamination or if Landlord fails to deliver such reports, Tenant may terminate the Lease.

#### 8. Affiliates

Landlord agrees that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Franchisor will have any liability for: (i) any of Franchisor's obligations or liabilities relating to or arising from this Lease; (ii) any claim against Franchisor based on, in respect of, or by reason of, the relationship between Landlord and Franchisor; or (iii) any claim against Franchisor based on any alleged unlawful act or omission.

#### 9. Notices

Landlord agrees to furnish Franchisor with a copy of all notices sent to Tenant pertaining to the Lease and the Premises, at the same time that such notices are sent to Tenant. Landlord further agrees that prior to terminating the Lease, for an event of default by Tenant, the Landlord shall furnish Franchisor with written notice 30 days prior to such default or termination, specifying in such notice all defaults that are the cause of the proposed termination. Franchisor shall have right, but not the obligation, to cure such default, after the expiration of the period during which Tenant may cure such default, an additional 15 days (or if there is no cure period, at least 15 days) to cure, at its sole option, any such default. If neither Tenant nor Franchisor cures all such defaults within said time periods (or such longer cure period as may be specifically permitted by the Lease), then the Landlord may terminate the Lease, reenter the Premises, and exercise all of its other post termination rights as set forth in the Lease. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, or certified or registered mail, return receipt requested, first class postage prepaid, electronic mail (provided that the sender receives confirmation that the e-mail has been delivered), facsimile, telegram or telex (provided that the sender confirms the facsimile, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery service within three business days after transmission), to the respective Parties at the following addresses unless and until a different address has been designated by written notice to the other Parties.

If directed to Tenant, the notice shall be addressed to:

\_\_\_\_\_,  
\_\_\_\_\_,  
Attention: Tenant Department  
Phone: ( ) - \_\_\_\_\_

If directed to Landlord, the notice shall be addressed to:

\_\_\_\_\_,  
\_\_\_\_\_,  
Attention: Legal Department  
Phone: ( ) - \_\_\_\_\_

If directed to Franchisor, the notice shall be addressed to:

Tint World, LLC  
1000 Clint Moore Road, Suite 110,  
Boca Raton FL 33487  
Attention: Franchise Compliance Department  
Phone: (888) 944-8468

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by electronic mail, telex or facsimile shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three business days after the time of mailing.

Any change in the foregoing addresses shall be affected by giving 15 days written notice of such change to the other parties. Business day for the purpose of this Addendum excludes Saturday, Sunday, and the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

10. Waiver of Landlord Lien

Notwithstanding anything to the contrary in this Lease, Landlord expressly waives any and all liens it may have or acquire pursuant to the Lease or by law with respect to Tenant's fixtures, equipment, and other personal property. Landlord acknowledges and agrees that Tenant's or Franchisor's lender (the "Equipment Lender") may own/hold a security interest senior to that of Landlord in all such fixtures, equipment, and personal property. Landlord shall permit Equipment Lender to enter the Premises to remove such fixtures, equipment and personal property in the event Tenant defaults under the Lease, vacates, abandons, or otherwise surrenders the Premises, or upon mutual cancellation of the Lease, or otherwise jeopardizes Equipment Lender's security interest in the fixtures, equipment, and personal property.

11. De-Identification

Landlord and Tenant hereby acknowledge that in the event the Franchise Agreement expires or is terminated, Tenant is obligated to take certain steps under the Franchise Agreement to de-identify the location as a Tint World® Center operated by Tenant. Landlord agrees to cooperate fully with Franchisor in enforcing such provisions of the Franchise Agreement against Tenant, including allowing Franchisor, its employees, or agents, to enter the Premises and remove signs, décor and materials bearing or displaying any marks, designs or logos of Tint World®; provided, however, that Landlord shall not be required to bear the expense thereof. Tenant agrees that if Tenant fails to de-identify the Premises promptly upon termination or expiration as required under the Franchise Agreement, Franchisor may cause all required de-identification to be completed at Tenant's expense.

12. Non-Compete

Landlord agrees, during the term of the Lease, to hold any land now or hereafter owned or controlled by Landlord, within a radius of one mile of the Premises, subject to the following restrictions for the benefit of Tenant and the Premises and to include such restrictions in all leases and sales of land; namely that no part of such land shall be leased or used for the performance at wholesale or retail of automotive; window tinting, protective films and coatings, vehicle wraps and

vehicle graphics, audio and video systems, mobile electronics and security systems, parts and accessories, detailing and maintenance services.

### 13. General Provisions

This Addendum shall run with the land and be binding upon the Parties hereto and their successors, assigns, heirs, executors, and administrators. The rights and obligations contained herein shall continue notwithstanding changes in the persons or entities that may hold any leasehold or ownership in the land or building. Any party hereto may record this agreement or any memorandum hereof. This Addendum includes the initial Lease term, and any renewal options and extended lease term periods. Landlord and Tenant hereby agree that any renewal option terms shall automatically renew unless Tenant provides Landlord advance written notice of its intention to not exercise such option period or periods not less than 180 days prior to the end of the proceeding term. Any party hereto may seek equitable relief, including without limitation, injunctive relief, or specific performance, for actual or threatened violation or non-performance of this Addendum by any other party. Such remedies shall be in addition to all other rights provided for under law or other agreements between any of the parties. The prevailing party in any action shall be entitled to recover its legal fees together with court costs and expenses of litigation. Nothing contained in this Addendum shall affect any term or condition in the Franchise Agreement between Tenant and Franchisor. Nothing herein shall constitute to be a guarantee or endorsement by Franchisor of the terms and conditions of the Lease between Landlord and Tenant. In the event that Franchisor, in its sole discretion, determines not to accept assignment of the Lease as permitted hereunder, neither Landlord nor Tenant shall have any claim against Franchisor. No terms or conditions contained in the Lease shall be binding on Franchisor, unless and until Franchisor elects to accept assignment of the Lease hereunder.

### 14. Right of Refusal to Purchase

a. Landlord hereby grants to Franchisor or its Assignee the right of refusal to purchase the Leased Property or Project (the "Project") as set forth hereinafter, together with all the rights, privileges and appurtenances thereunto belonging, as the same may be diminished by a partial taking thereof, in accordance with the provisions of this Addendum, provided Tenant is not in default beyond any applicable cure period under this Lease or in the case of Franchisor, shall have the opportunity to cure any such default under the terms of this Addendum at the time Franchisor or its Assignee gives notice of the exercise of the right of refusal.

b. In the event that during the term of this Lease, Landlord desires to sell, transfer or exchange (a "Transfer") the Project, Landlord shall first deliver to Franchisor, written notice of such intention (the "Transfer Notice").

c. If Landlord shall receive a bona fide offer or counter-offer from any person or party for a Transfer of the Project and if such offer or counter-offer shall be acceptable to Landlord, then Landlord shall first give Franchisor the right and privilege to obtain a Transfer of the Project, on the same terms, conditions, and provisions, and for the same consideration as contained in such offer or counter-offer (the "Right of First Refusal"). Landlord shall require any offer or counter-offer received by Landlord for the Project be in the form of a written contract, agreement or other instrument containing all the terms and conditions of such offer or counter-offer and that such contract, agreement, or other instrument be valid and binding upon the party making such offer or counter-offer.

d. Before accepting such offer or counteroffer from such person or party, Landlord shall give written notice of the receipt of such offer or counteroffer to Franchisor, which notice shall include:

1. The original or a true, full, and complete photostatic copy of any contract, agreement, letter, writing or other instrument or communication and all exhibits, amendments and side agreements thereto received by Landlord from such person or party which contains all the terms and conditions of such bona fide offer or counteroffer.

2. A statement by Landlord that such offer or counteroffer is bona fide, that the terms and conditions thereof are acceptable to Landlord, and that Landlord intends in good faith to accept such offer or counteroffer and enter into such contract, agreement or other instrument or writing which shall contain such terms and conditions if Franchisor does not exercise its Right of First Refusal.

e. Franchisor shall have 10 business days after receipt of such notice within which to exercise its Right of First Refusal by giving written notice to Landlord that Franchisor has elected to exercise its Right of First Refusal and will obtain a Transfer of the Project on the same terms, conditions and provisions of such agreement, letter, writing or other instrument or

communication. Franchisor shall include with such written notice two fully executed contracts, agreements or other instruments in the same form and content as any contract, agreement or other instrument submitted by Landlord to Franchisor with the notice of Landlord (except for the name of the purchaser) together with any deposits, payments or other matters of performance required under such contract, agreement, or other instrument upon the execution by the purchaser. Upon receipt of such notice, Landlord shall execute such contract, agreement or other instrument and deliver a fully executed copy thereof to Franchisor. During such two business day period, Landlord shall not enter into such agreement, contract or other instrument containing such bona fide offer unless Landlord shall give notice to Franchisor in writing that Landlord does not desire to exercise its Right of First Refusal.

f. If Franchisor shall fail to exercise its Right of First Refusal within such 10 business day period, Landlord may enter into such agreement, contract, letter, writing, or other instrument containing such bona fide offer on the same terms and conditions as contained in such offer at a consideration equal to or in excess of that contained in the bona fide offer and upon terms and conditions no less favorable than contained in the bona fide offer. If Franchisor does not exercise its Right of First Refusal and Landlord enters into such agreement, contract, letter, writing or other instrument, Franchisor shall furnish to Landlord a written instrument in recordable form to the effect that Franchisor has elected not to exercise its Right of First Refusal, and the Right of First Refusal shall be deemed terminated, provided, however, that if Landlord does not enter into such agreement, contract, letter, writing or other instrument or if closing of such transaction is not held, the Right of First Refusal shall continue in effect notwithstanding that Franchisor did not exercise its Right of First Refusal.

g. Agreed upon Purchase Price shall be subject to Appraisal reaching Purchase Price. If Appraisal does not reach Purchase Price, Buyer and Seller shall mutually agree to either sell the Property at an average price of three Appraisals or cancelling the Agreement.

15. Modification

Landlord warrants and represents that Landlord is the owner or authorized agent of the Premises, has full authority and right to Lease the Premises and enter into the Lease. Landlord will defend Tenant's right to quiet enjoyment of the leased Premises from the claims of all persons during the Lease term. The Lease and this Addendum may only be modified in writing, and only after first obtaining written approval from Tenant and Franchisor .

**IN WITNESS WHEREOF**, the parties have executed this Addendum on the day and the year first written above.

**TENANT:**

**LANDLORD:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

## EXHIBIT E

### SALES AGREEMENT ADDENDUM

The following provisions shall be added to that one certain Sales Agreement entered into by and between the undersigned Purchaser and Seller and this Addendum (“Addendum” or “Sales Agreement Addendum”) shall be attached to said Sales Agreement and shall be incorporated by reference for all purposes. Any obligation in this Addendum due Tint World, LLC (“Tint World, LLC or “Tint World<sup>®</sup>”) shall be for and in consideration for Tint World, LLC’s approval of the transfer of the subject franchise from Seller to Purchaser, subject to the conditions stated herein.

1. Purchaser shall be responsible for all warranty comeback work for services performed at the Tint World<sup>®</sup> Center whether or not the original service was performed prior to the date of closing of the sale of the Business. In addition, Purchaser shall be responsible for any inter-center warranty work that is charged to the Tint World<sup>®</sup> Center's account from the closing date forward, whether or not the inter-center warranty work was performed prior to or after the closing of the sale of the Tint World<sup>®</sup> Center. Nothing in this paragraph shall prevent the purchaser from seeking indemnification from the Seller for warranty comeback charges or inter-center payments, provided such right is contained in the Sales Agreement for the Tint World<sup>®</sup> Center. Both Purchaser and Seller shall hold harmless and indemnify Tint World, LLC from any and all claims, disputes, causes of action, liability and/or monetary damages, of any type, including attorneys' fees, arising directly or indirectly, from any services originally performed at the subject Tint World<sup>®</sup> Center prior to closing and/or any comeback warranty work thereon which was performed prior to or after closing of this transaction.

2. On or before the date of Purchaser's Final Review or the date of closing of this transaction, whichever occurs first, the Seller shall be responsible to ensure that all outstanding monies due Tint World, LLC, whether for outstanding franchise fees, advertising contributions, merchandise credits, resale fees and/or other expenses, are paid to Tint World, LLC at its Franchise Headquarters in Boca Raton, Florida. In the event that Tint World, LLC has not received all monies due at the designated time, Buyer shall not be permitted to attend Tint World<sup>®</sup>'s training and/or final review and shall not be approved as a Tint World<sup>®</sup> franchisee for the purchase of this Tint World<sup>®</sup> Center. Furthermore, at the time of closing, if there are any monies due and owing to Tint World, LLC from Seller, Purchaser shall indemnify Tint World, LLC relative to any outstanding continuing Franchise Fees, advertising contributions, merchandise credits, resale fees, interest due thereon, collection costs and/or any other financial obligations due Tint World, LLC from the Seller. In addition, failure by either party to pay these fees may result in immediate revocation of any approvals granted in this transaction, including the Purchaser's Tint World<sup>®</sup> franchise for this Tint World<sup>®</sup> Center.

3. The sale of this franchise is contingent upon Tint World, LLC granting to the Seller the necessary approvals from the required personnel of Tint World, LLC. Such approval shall not be unreasonably withheld provided that Purchaser and Seller have complied with all of Tint World, LLC's requirements as provided in this contract for sale and the Tint World<sup>®</sup> Franchise Agreement. Approval shall not be deemed to be unreasonably withheld if Tint World, LLC believes that the purchase price is excessive or that Purchaser's debt service is so high that in Tint World, LLC's opinion the high debt service would inhibit the purchasing franchisee from succeeding in this Tint World<sup>®</sup> Center. It will not be deemed unreasonable for Tint World, LLC to condition its approval of the sale on the Purchaser making a down payment equal to 30% of the purchase price.

4. The sale of this franchise is contingent upon Purchaser executing Tint World<sup>®</sup>'s then current Franchise Agreement, which shall be provided to Purchaser by Tint World, LLC prior to the closing of this transaction. Purchaser must successfully attend and complete Tint World<sup>®</sup>'s final review approval in Boca Raton, Florida. However, in the case of Seller Assignment to Purchaser less than 50% as an additional partner or shareholder of an of Tint World<sup>®</sup> License, no Final Review is required. Additionally, the sale of this franchise is subject to Purchaser successfully completing Tint World<sup>®</sup>'s then current training course held in Boca Raton, Florida. Purchaser shall be responsible for all costs of the training course, including airfare, food, lodging and all other personal expenses. Should Purchaser not successfully complete Tint World<sup>®</sup>'s then current training course and/or final review prior to closing this sale, Tint World<sup>®</sup> shall not approve the transfer of the franchise which is intended in this sale.

5. Prior to Purchaser attending the Tint World<sup>®</sup> final review and/or Tint World<sup>®</sup> training, Purchaser must have received Tint World<sup>®</sup>'s current Franchise Disclosure Document and Purchaser must have executed Item 23 to the Franchise Disclosure Document and Item 23 must be on file in Tint World<sup>®</sup>'s corporate offices for at least 14 days prior to Purchaser attending Tint World<sup>®</sup>'s final review and/or training in Boca Raton, Florida.

6. Should Seller receive a security interest in the subject franchise, such security interest shall remain subordinate to Tint World, LLC's interest in this franchise, and before Seller can retake legal title to this franchise upon default of Purchaser, if that becomes necessary, Seller must re-qualify as a Tint World® franchisee. Any and all outstanding monies due Tint World, LLC resulting from the operation of this franchise shall be paid to Tint World, LLC prior to Seller being re-approved as a franchisee.

7. Should Seller finance any portion of this sale to Purchaser, Seller acknowledges that his/her right to receive future payment from Purchaser under the terms of such financing is subordinated and secondary to Tint World, LLC's rights to receive its required payments for continuing franchise fees, advertising contributions and other periodic fees due Tint World, LLC.

8. On or before closing, Seller shall provide to Tint World, LLC a duly executed legal instrument entitled Termination by Release in a form provided to Seller by Tint World, LLC.

9. If Seller's Tint World® Center premises were previously used as an automotive service Tint World® Center, Seller may be required to contact the Environmental Protection Agency to have them conduct an environmental audit of the premises, under the direction of the Environmental Protection Agency. Purchaser and Seller shall indemnify and hold harmless Tint World, LLC from any claims, demands, costs, defaults problems or accidents associated with that audit.

10. At Tint World, LLC's discretion, should the company be concerned about the financial abilities of the Purchaser of this Tint World® Center, then Tint World, LLC can require Seller to execute a Guaranty of Performance made in favor of Tint World, LLC in a form acceptable to Tint World, LLC covering some portion of the Franchise term.

11. If there should be any changes to the terms of the Sales Agreement, then Purchaser and Seller shall immediately notify Tint World, LLC of such changes in writing. Failure to so notify Tint World, LLC of these changes shall give Tint World, LLC the right to revoke any approvals of the transfer that may have been previously granted to the Purchaser and Seller.

12. If Purchaser and Seller should use the services of an escrow company or third-party escrow agent for the purposes of closing this transaction, then Purchaser and Seller shall notify Tint World, LLC of the name, address and telephone number of such escrow agent prior to Purchaser coming to the Tint World® final review. Such escrow agent shall notify Tint World, LLC of the date of closing and shall not distribute any proceeds of the sale to Seller until Tint World, LLC has received all outstanding funds due the company as well as any outstanding documentation regarding the sale.

13. Purchaser shall execute a collateral assignment of lease in a form acceptable to Tint World, LLC, giving Tint World, LLC an automatic right to an assignment of that lease in the event that either Purchaser's lease or Purchaser's Tint World® Franchise Agreement has been terminated.

14. Seller must execute a noncompetition covenant, in form and substance satisfactory to Tint World, LLC, in favor of Tint World® and Purchaser, agreeing that for a period of not less than two years, starting on the effective date of the transfer, Seller will not directly or indirectly own any legal or beneficial interest in, or render services or give advice to: (1) any competitive business that is located within a twenty (20) mile radius of the Tint World® Center; (2) any competitive business that is located within a twenty (20) mile radius of any other Tint World® Center in operation as of the effective date of such transfer; or (3) any entity which grants franchisee, licenses or other interests to others to operate any competitive business.

15. Pursuant to Section XXII of the Franchise Agreement, transferee must execute an agreement, in form and substance satisfactory to Tint World, LLC, to remodel the Tint World® Center, add or replace fixtures, furnishings, equipment and signs and otherwise modify the Tint World® Center so it meets the specifications and standards then applicable for new Tint World® Centers, provided the Purchaser shall not be required to replace equipment or increase the square footage of the Tint World® Center premises if the Purchaser executes an assignment and assumption pursuant to paragraph 4 of this Addendum.

16. Purchaser and Seller shall hold harmless and indemnify Tint World, LLC from and against any claims, causes of actions, claims for damages, including attorney's fees, whether in contract, Tort, or government regulation, that

are related directly or indirectly to the business conducted at the location that is the subject of this transaction and the transfer of ownership of the assets and or stock that is the subject of this transaction.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of this day, in duplicate, and have set forth their signatures with the intention of executing this document.

Date: \_\_\_\_\_ 2025

**PURCHASER AS A CORPORATION:**

\_\_\_\_\_, LLC/INC

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

\_\_\_\_\_  
Print Name, President

**SELLER AS A CORPORATION:**

\_\_\_\_\_, LLC/INC

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

\_\_\_\_\_  
Print Name, President

The Shareholders of the above corporations/company hereby guarantee the obligations set out in this Addendum to Sales Agreement by signing below.

**GUARANTORS OF PURCHASER CORPORATION:**

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

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

**GUARANTORS OF SELLER CORPORATION:**

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

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

**PURCHASER AS INDIVIDUAL:**

**INDIVIDUAL(S):**

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

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

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

**SELLER AS INDIVIDUAL:**

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

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

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

**EXHIBIT F**

**RENEWAL/RESALE/ MUTUAL RELEASE AGREEMENT**

STATE OF FLORIDA

BROWARD COUNTY

**THIS RELEASE** is entered into by and between Tint World, LLC, a Florida Limited Liability Company with its principal offices located at 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487 and “Franchisee” (“Franchisee Name: \_\_\_\_\_”), an individual who resides at “Home Address \_\_\_\_\_”.

WHEREAS, pursuant to that one certain Tint World® Franchise Agreement (“FA” or “Agreement”) entered into by and between “Franchisee” and Tint World, LLC and dated “FA Date: \_\_\_\_\_”, Franchisee was granted a license to operate a Tint World® Center located at “Center Address: \_\_\_\_\_” Store No. \_\_\_\_\_;

WHEREAS, certain circumstances have arisen that necessitate that the franchise relationship granted by the Franchise Effective Dated “FA Date: \_\_\_\_\_” between Tint World® and Franchisee be terminated.

**THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby confessed, the parties agree as follows:

1. The franchise relationship that has existed between Tint World® and Franchisee is hereby terminated as of the date that this release is signed by both parties to it.

2. The Tint World® Franchise Agreement that has governed the relationship between Tint World® and Franchisee is terminated effective upon the date that this Agreement is signed by both parties, subject to the conditions stated herein.

3. “Franchisee Name: \_\_\_\_\_”, his/her/its heirs, executors, administrators, successors and assigns, hereby releases Tint World, LLC, and its parent, subsidiaries, affiliates, employees, agents, representatives, successors and assigns of and from any and all rights, duties, responsibilities, claims or causes of action whatsoever, whether in contract or in tort, existing by common law or by statute, known or unknown, heretofore existing between Tint World® and “Franchisee”, which may have accrued or which may accrue on account of, arising from, or in any manner growing out of or resulting from the franchise relationship and the Tint World® Franchise Agreement governing that relationship. Nothing in this paragraph shall constitute a waiver of future compliance under any law of any state. This section of the release shall become effective 12 months after the date of this Termination by Release as referenced herein, and any claims that Franchisee may have pending, not finally resolved, or may discover relating to his franchise relationship with Tint World®, up to date of this Termination by Release may be asserted by Franchisee without such claim being subject to a dismissal by virtue of this Release. Nothing in this section shall invalidate any statute of limitations that may have run on any claim that Franchisee claims to have against Tint World®, where such statute of limitations would have run prior to or as of the date of this Termination by Release. Nothing in this paragraph shall constitute a waiver of compliance under any law of any state.

4. Subject to the renewal or closing of the sale of the franchise for Store No. \_\_\_\_\_ and Franchisee’s fulfillment of its obligations regarding such renewal or transfer contained in the Franchise Agreement for said Tint World® Center, including but not limited to the payment of all amounts owed to Tint World® for Franchisee’s operation of the Tint World® Center, Tint World, LLC, its parent, subsidiary, directors, officers, employees, successors and assigns, hereby releases “Franchisee” from any and all duties, responsibilities and claims that it has or may have now or at any time in the future arising out of the Franchise Agreement, except for the any express obligation or obligations which shall by their terms continue in force beyond the termination or transfer of the Franchise Agreement, including, without limitation, Franchisee’s indemnification, confidentiality and non-competition covenants, and regardless of the basis or the manner of the termination or transfer. For clarity, the foregoing release shall not apply to any of Franchisee’s or any guarantor’s

indemnification, confidentiality, or non-competition covenants, which shall survive the termination and/or transfer of the Franchise Agreement. Nothing in this paragraph shall constitute a waiver of compliance under any law of any state.

5. This Release shall not relieve any party from liability under any applicable state franchise law where such law prohibits the release of such claims.

6. This Release shall be binding upon and inure to the benefit of all parties, their officers, directors, affiliates, successors and assigns.

7. This Release constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to contents contained in this Agreement are merged into this Agreement.

8. This Release shall not be modified in any manner, except by written instrument signed by both parties.

9. This Release shall be governed by the State of Florida. If it should become necessary to enforce any term(s) of this Release, venue shall be deemed to be proper exclusively in a court of competent jurisdiction encompassed of Broward County, Florida.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this day, in duplicate, and have set forth their signatures with the intention of executing this document.

**“CORPORATE/COMPANY NAME”**

**TINT WORLD, LLC**  
a Florida limited liability company

\_\_\_\_\_  
Name of Franchisee’s Entity  
a \_\_\_\_\_  
Corporation, Limited Liability Company or Partnership

By: \_\_\_\_\_  
Charles J. Bonfiglio, President

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

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

\_\_\_\_\_  
Print Name and Operating Partner Title

**INDIVIDUAL(S):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

**EXHIBIT G**

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**TINT WORLD, LLC**

**INDEPENDENT AUDITORS' REPORT AND FINANCIAL STATEMENTS**

**DECEMBER 31, 2022, 2023, 2024**

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THESE 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.

# **Tint World, LLC**

## **Financial Statements**

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

# HartsteinMichael LLP

7700 Congress Ave Ste 2206  
Boca Raton, FL 33487

## CONSENT

HartsteinMichael, LLP consents to the use in the Franchise Disclosure Document issued by Tint World, LLC ("Franchisor") on April 28, 2025, as it may be amended, of our report dated March 28, 2025, relating to the financial statements of Franchisor for the period ending December 31, 2024.

*HartsteinMichael LLP*

HartsteinMichael LLP

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# HartsteinMichael LLP

## Independent Auditors' Report

To the Members'  
Tint World, LLC  
Boca Raton, Florida

### ***Opinion – 2024 Financial Statements***

We have audited the accompanying financial statements of Tint World, LLC (the “Company”), which comprise the balance sheets as of December 31, 2024, 2023, and 2022 and the related statements of income and members’ equity (deficit), and cash flows for the years ended December 31, 2024, 2023, and 2022 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 the Company as of December 31, 2024, 2023, and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion – 2024 Financial Statements***

We conducted our audits 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 the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Responsibilities of Management for the Financial Statements – 2024 Financial Statements***

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise any substantial doubt about the Company’s ability to continue as a going concern within one (1) year after the date that the financial statements are available to be issued.

*Continued from previous page*

***Auditor's Responsibilities for the Audit of the Financial Statements – 2024 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events considered in the aggregate that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

***Other Matter — Report on the 2022 Financial Statements***

The financial statements of Tint World, LLC for the year ended December 31, 2022, were audited by other auditors and their reports expressed an unqualified opinion on those financial statements.

*HartsteinMichael LLP*

Boca Raton, Florida  
March 28, 2025

**Tint World, LLC**  
**Balance Sheets**  
**December 31, 2024, 2023, 2022**

	<u>Assets</u>		
	<u>2024</u>	<u>2023</u>	<u>2022</u>
Current assets:			
Cash	\$ 4,835,925	\$ 5,353,779	\$ 4,305,519
Accounts receivable	128,458	24,023	102,852
Prepaid expenses and other current assets	1,119,507	329,864	203,585
Deferred costs, current	797,384	372,965	1,503,022
Total current assets	<u>6,881,274</u>	<u>6,080,631</u>	<u>6,114,978</u>
Property and equipment, net	65,212	92,987	100,639
Intangible assets, net	<u>258,885</u>	<u>275,746</u>	<u>256,278</u>
Long-term assets			
Right of use asset	-	79,913	61,048
Deferred costs, noncurrent	<u>595,988</u>	<u>1,529,315</u>	<u>520,233</u>
Total assets	<u>\$ 7,801,359</u>	<u>\$ 8,058,592</u>	<u>\$ 7,053,176</u>

	<u>Liabilities and Members' Equity (Deficit)</u>		
Current liabilities:			
Accounts payable	\$ 151,873	\$ 59,075	\$ 139,343
Accrued expenses	537,710	754,398	1,111,598
Advances payable	751,326	734,600	635,470
Deferred revenue, current	1,753,515	704,050	3,008,970
Right of use liability	-	81,675	62,888
Total current liabilities	<u>3,194,424</u>	<u>2,333,798</u>	<u>4,958,269</u>
Long-term liabilities:			
Deposits	175,000	160,000	175,000
Deferred revenue, non-current	1,554,615	3,508,750	1,368,915
Total long-term liabilities	<u>1,729,615</u>	<u>3,668,750</u>	<u>1,543,915</u>
Total liabilities	<u>4,924,039</u>	<u>6,002,548</u>	<u>6,502,184</u>
Members' equity (deficit)	<u>2,877,320</u>	<u>2,056,044</u>	<u>550,992</u>
Total liabilities and members' equity (deficit)	<u>\$ 7,801,359</u>	<u>\$ 8,058,592</u>	<u>\$ 7,053,176</u>

Tint World, LLC  
**Statements of Income and Changes in Members' Equity (Deficit)**  
**For the Years Ended December 31, 2024, 2023, and 2022**

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Revenues, net			
Royalties	\$ 6,027,122	\$ 5,292,366	\$ 4,788,947
Advertising fees	6,817,477	5,820,855	4,517,450
Franchise fees	1,899,155	2,911,900	1,527,855
Rebates	1,874,004	1,447,975	865,793
Product and service fees	2,083,014	1,828,323	362,368
Less: sales discounts and allowances	-	(16,965)	(14,945)
Trade show	432,523	247,220	140,855
Other income	4,814	24,457	9,777
Total revenues	<u>19,138,109</u>	<u>17,556,131</u>	<u>12,198,100</u>
Operating costs expenses:			
Advertising fees	6,468,318	5,470,164	4,586,013
Salaries and wages	4,181,583	3,638,209	2,457,271
Selling, general and administrative	2,760,692	2,814,919	1,182,424
Professional fees	255,896	365,424	883,589
Administration	442,921	446,866	371,501
Depreciation and amortization	84,767	91,471	77,884
Rent	111,485	93,632	72,899
Conventions	312,720	388,511	34,950
Total costs operating expenses	<u>14,618,382</u>	<u>13,309,196</u>	<u>9,666,531</u>
Net income	4,519,727	4,246,935	2,531,569
Members' equity (deficit), beginning of the year	2,056,044	550,992	(641,294)
Members' distributions	<u>(3,698,451)</u>	<u>(2,741,883)</u>	<u>(1,339,283)</u>
Members' equity, end of the year	<u>\$ 2,877,320</u>	<u>\$ 2,056,044</u>	<u>\$ 550,992</u>

**Tint World, LLC**  
**Statements of Cash Flows**  
**For the Years Ended December 31, 2024, 2023, and 2022**

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Cash flows from operating activities:			
Net income	\$ 4,519,727	\$ 4,246,935	\$ 2,531,569
Adjustment to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	84,767	91,471	77,884
Changes in operating assets and liabilities			
Accounts receivable	(104,435)	78,829	(100,445)
Prepaid expenses and other current assets	(816,996)	(126,279)	(113,949)
Deferred costs	508,908	120,975	(315,888)
Right of use asset, net	(1,762)	(3,813)	-
Accounts payable	92,798	(80,267)	46,927
Accrued expenses	(216,688)	(357,200)	242,419
Advances payable	16,726	99,130	83,795
Deferred revenue	(904,670)	(165,085)	1,007,475
Deposits	15,000	(15,000)	140,389
Net cash provided by operating activities	<u>3,193,375</u>	<u>3,889,696</u>	<u>3,600,176</u>
Net cash flows from investing activities:			
Purchase of property and equipment	(9,628)	(23,009)	(48,676)
Purchase of intangible assets	(3,150)	(76,544)	(74,780)
Net cash used in investing activities	<u>(12,778)</u>	<u>(99,553)</u>	<u>(123,456)</u>
Cash flows from financing activities:			
Members' distributions	(3,698,451)	(2,741,883)	(1,339,283)
Net cash used by financing activities	<u>(3,698,451)</u>	<u>(2,741,883)</u>	<u>(1,339,283)</u>
(Decrease) increase in cash	(517,854)	1,048,260	2,137,437
Cash, beginning of year	5,353,779	4,305,519	2,168,082
Cash, end of year	<u>\$ 4,835,925</u>	<u>\$ 5,353,779</u>	<u>\$ 4,305,519</u>

## **Note 1 – Description of Business**

Tint World, LLC (the “Company”) was incorporated on September 22, 2006 under the laws of the State of Florida to engage in the business as a franchisor. The Company utilizes its network of franchisees to provide the following services:

- Tint World® Automotive Styling Centers specializes in auto and marine window tinting, car audio and electronics, auto security, styling accessories, auto detailing and reconditioning services.
- Tint World® Residential and Commercial Services offers home and office buildings solar and security clear or tinted window films with energy cost saving products. The Company’s franchise owners provide free in-home design consultation and professional installation window film from a Tint World® mobile facility.

## **Note 2 – Summary of Significant Accounting Policies**

### **Basis of Accounting**

The financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States (“U.S. GAAP”).

### **Use of Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Cash Equivalents**

The Company considers all highly liquid investments with maturity of ninety (90) days or less to be cash equivalents. The Company had no cash equivalents at December 31, 2024, 2023 and 2022. At times throughout the year, the Company’s cash balances may exceed Federal Deposit Insurance Corporation (“FDIC”) limits. The Company had cash deposits in excess of the FDIC limits totaling approximately \$4,244,000, \$4,533,000, and \$3,594,000 at December 31, 2024, 2023 and 2022 respectively. The Company has not experienced any losses in such accounts.

## **Note 2 – Summary of Significant Accounting Policies, continued**

### **Accounts Receivable and Allowance for Uncollectible Amounts**

Accounts receivable represents amounts billed but uncollected for services performed. Accounts receivable are recorded at the invoiced amounts and are non-interest bearing. The Company records as revenue and accounts receivable only those amounts deemed collectible, based upon experience with its franchisees. Management believes that its accounts receivable are fully collectible and that no allowances for doubtful accounts are required at December 31, 2024, 2023 and 2022, respectively.

### **Property and Equipment**

Property and equipment are recorded at cost and depreciated using the straight-line method over the estimated useful lives of the assets, which range from five (5) to ten (10) years. Expenditures for improvements and betterments, which increase the useful life or substantially increases serviceability of the asset, are capitalized. When property or equipment is sold or otherwise disposed of, the cost and related accumulated depreciations are removed from their respective accounts, and any resulting gain or loss is included in the statements of income and changes in members' equity (deficit).

Depreciation is computed using the straight-line method over the following estimated useful lives of the assets:

Leasehold improvements	Shorter of life or lease term
Computer and equipment	3 - 5 years
Furniture and fixtures	7 - 10 years
Vehicles	5 years

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### **Intangible Assets**

Expenditures for intangible assets are capitalized and amortized using the straight-line method over the estimated useful lives of the assets, which range from five (5) to fifteen (15) years.

### **Valuation of Long-Lived Assets**

Management assesses potential impairments to its long-lived assets when there is evidence that events or changes in circumstances indicate that the carrying amount of an asset may not be recovered. An impairment loss is recognized when the undiscounted cash flows expected to be generated by an asset (or group of assets) is less than its carrying amount. Any required impairment loss is measured as the amount by which the asset's carrying value exceeds its fair value and is recorded as a reduction in the carrying value of the related asset and a charge to operating results. There were no impairments of long-lived assets in December 31, 2024, 2023 and 2022.

## **Note 2 – Summary of Significant Accounting Policies, continued**

### **Fair Value of Financial Instruments**

The carrying amounts of the Company's financial instruments, including cash, accounts receivable and accounts payable are carried at historical cost basis, which approximates their fair values because of the short-term nature of these instruments.

### **Income Taxes**

As a limited liability company, the Company's members are taxed separately on the distributive share of the Company's income whether or not that income is distributed. Therefore, these financial statements contain no provision or liability for corporate income taxes.

The Company records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. At December 31, 2024, 2023 and 2022, the Company has no liabilities for uncertain tax positions. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings. The Company's tax years subject to examination by tax authorities generally remain open for three (3) years from the date of filing.

### **Advertising Costs**

Advertising costs are expensed as incurred. Advertising costs for the years ended December 31, 2024, 2023 and 2022 totaled approximately \$6,468,000, \$4,570,000 and \$4,586,000, respectively.

### **Revenue Recognition and Deferred Revenue**

The Company records revenue in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers. The Company recognizes revenues on the initial franchise fee of \$49,950 for pre-opening and training services when all of the following criteria are met: (1) the parties to the contract have approved the contract and are committed to perform their respective obligations, (2) the Company is able to identify each party's rights regarding the goods or services to be transferred, (3) the Company is able to identify the payment terms for the goods or services to be transferred, (4) the contract has commercial substance and (5) the Company collects all of the consideration to which they are entitled in exchange for the goods and/or services transferred to the franchisee. The initial franchise fee is payment for services provided by the Company to the franchisees prior to the opening of the store location. These services include site selections, construction buildout, equipment, inventory, training, training materials, marketing, technology, and other pre-opening services. These services are highly interrelated, so management does not consider them to be individually distinct and therefore accounts for them as a single performance obligation. Amounts received and costs incurred prior to completion of its obligations under the franchise agreement are recorded as deferred revenue and deferred costs on the accompanying balance sheets until the opening of the store location. Deferred revenue was approximately \$4,213,000 and \$4,378,000 at January 1, 2024 and 2023 respectively.

## **Note 2 – Summary of Significant Accounting Policies, continued**

### **Royalty Fees**

The Company recognizes revenues weekly on royalty fees equal to the greater of \$500, subject to increases in CPI, or six (6%) percent of total weekly gross revenues of Tint World® Centers Authorized Products and Services.

### **Technology License Fees**

The Company recognizes revenues on technology fees of \$700 on a monthly basis as they are billed to the franchisees.

### **National Advertising Fund Contributions**

Franchisees shall contribute a weekly fee to the National Advertising Fund equal to the greater of \$500, subject to increases in CPI, or six (6%) percent of total weekly gross revenues.

### **Recently Adopted Accounting Pronouncement**

In February 2016, the FASB issued Accounting Standards Update (“ASU”) No. 2016-02, Leases (Topic 842). ASU No. 2016-02 establishes a right-of-use (“ROU”) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than twelve (12) months. Under Topic 842, leases are classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of income and member’s equity (deficit).

The Company adopted the standard on January 1, 2022, using the modified retrospective method. The adoption of this standard resulted in recognition of a ROU asset and a lease liability, initially measured at the present value of the lease payments. The Company estimates the incremental borrowing rate to discount lease payments based on information available at lease commencement.

The accounting for finance leases is substantially unchanged. Given the nature of the Company’s operation, the adoption of Topic 842 did not have a material impact on the Company’s balance sheet, statement of income and member’s equity (deficit), or liquidity. As of December 31, 2024, the Company’s remaining lease term did not trigger the classification of the ROU asset and liability. As such, the balance was \$0 at December 31, 2024.

### **Date of Management’s Review**

The financial statements include management’s evaluation and consideration of events and transactions that have occurred subsequent to the date of the financial statements through March 28, 2025, the date at which these financial statements were available to be issued.

### **Note 3 – Property and Equipment**

Property and equipment consisted of the following at December 31:

	<b>2024</b>	<b>2023</b>	<b>2022</b>
Computers and equipment	\$ 98,904	\$ 89,276	\$ 86,949
Furniture and fixtures	86,784	86,784	66,102
Vehicle	36,624	36,624	36,624
Leasehold improvements	36,389	36,389	36,389
Total property and equipment	<u>258,701</u>	<u>249,073</u>	<u>226,064</u>
Less: accumulated depreciation	<u>(193,489)</u>	<u>(156,086)</u>	<u>(125,425)</u>
Property and equipment, net	<u>\$ 65,212</u>	<u>\$ 92,987</u>	<u>\$ 100,639</u>

Depreciation expense totaled approximately \$37,000, \$34,000, and \$7,000 for the years ended December 31, 2024, 2023 and 2022, respectively.

### **Note 4- Intangible Assets**

Intangible assets consisted of the following at December 31:

	<b>2024</b>	<b>2023</b>	<b>2022</b>
Website development	\$ 815,627	\$ 812,477	\$ 737,569
Trademarks	139,958	142,952	141,316
Showcase and display rights	108,391	108,391	108,391
Other intangible assets	74,306	63,960	63,960
Total intangible assets	<u>1,138,282</u>	<u>1,127,780</u>	<u>1,051,236</u>
Less: accumulated amortization	<u>(879,397)</u>	<u>(852,034)</u>	<u>(794,958)</u>
Intangible assets, net	<u>\$ 258,885</u>	<u>\$ 275,746</u>	<u>\$ 256,278</u>

Amortization expense totaled approximately \$47,000, 57,000, and \$72,000 for the years ended December 31, 2024, 2023 and 2022, respectively.

#### **Note 4– Intangible Assets, continued**

Future amortization of intangible assets are as follows:

<u>Years Ending December 31,</u>	
2025	\$ 40,192
2026	22,807
2027	7,929
2028	6,596
2029	6,528
Thereafter	174,833
	<u>\$ 258,885</u>

#### **Note 5 – Commitments and Contingencies**

##### **Legal Matters**

From time to time, the Company may become subject to threatened and/or asserted claims arising in the ordinary course of business. Management is not aware of any matters, either individually or in the aggregate, that are reasonably likely to have a material adverse effect on the Company's financial condition, results of operations, or liquidity.

##### **Note 6 – Operating Leases**

The Company leases its office facility from an unrelated third party. The lease expires in November 2025, with rental payments increasing on a yearly basis and current year rent expense of approximately \$97,000. The Company also leased office space rentals during 2024 for approximately \$14,000. Rent expense for the years ended December 31, 2024, 2023 and 2022 was approximately \$111,000, \$93,000, and \$73,000, respectively.

##### **Note 7 – Retirement Plan**

On January 1, 2021, the Company adopted a 401(k) Retirement Plan (the "Plan") covering all qualified employees. The Plan allows for employer matching and profit-sharing contributions. The Company matches up to 100% of the first 4% of an employee's deferral amount for the employer match and the profit-sharing contribution is discretionary. For the years ended December 31, 2024, 2023, and 2022, the Plan expense which includes employer matching and profit sharing contributions was approximately \$280,000, \$248,000, and \$209,000, respectively.

## EXHIBIT H

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**EXHIBIT I-1****FRANCHISEES OPEN AS OF 12/31/2024**

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
<b>ALABAMA (3)</b>						
Store 169	Matthew Smith	446 Cahaba Pk Cir	Birmingham	AL	35242	205-578-1338
Store 133	Stephen & Stephanie Warr	2130 Redstone Road SW	Huntsville	AL	35803	256-517-7305
Store 030	Timothy "Andrew" Dillard	3621 Resource Dr	Tuscaloosa	AL	35401	205-614-9006
<b>ARIZONA (3)</b>						
*Store 072	Peyton Mesa	3170 N Arizona Ave	Chandler	AZ	85225	480-562-6810
Store 080	Owen Taylor & Mike Taylor	14870 N Northsight Blvd, Ste 108	Scottsdale	AZ	85260	480-866-8686
*Store 178	Payton Mesa	No Address Yet	Tucson	AZ	No Zip	541-817-4088
<b>CALIFORNIA (10)</b>						
Store 127	Habib Golshayan	30601 Canwood Street Suite B	Agoura Hills	CA	91301	416-276-1580
Store 162	Weiru Cai & David Vronay	1931 Market St # B	Concord	CA	94520	925-496-0888
Store 019	Farooq (Frank) Helmand	3030 Osgood Ct	Freemont	CA	94539	510-671-3880
Store 045	Michael Marden	1210 1 <sup>st</sup> St	Gilroy	CA	95020	408-610-3810
Store 057	Abdul Afaghani	2185 Old Middlefield Way	Mountain View	CA	94043	408-712-2869
*Store 099	Ryan Klotz & Robert Kerney	26540 Jefferson Ave, Ste C	Murietta	CA	92562	951-319-7466
Store 017	Jian Guan	5812 Miramar Rd	San Diego	CA	92121	858-457-8000
Store 094	David Roche	7360 El Cajon Blvd	San Diego	CA	92115	619-877-8330
Store 034	James Cruz	1355 Grand Ave	San Marcos	CA	92078	760-798-2672
*Store 166	John Zackery Jones and Jerry Liang	721 Francisco Blvd E	San Rafael	CA	94901	415-458-6480
<b>COLORADO (4)</b>						
Store 107	Allan Jimenez	3155 Chambers Rd Ste F	Arura	CO	80011	720-388-6677
Store 119	Lance Heroldt	1342 N Academy Blvd	Colorado Springs	CO	80909	719-399-2421
Store 126	Aaron McCurdy & Carrie Pelton	2415 E Mulberry St, Apt 3	Fort Collins	CO	80524	970-818-8099
Store 101	George Boudouris	151 West County Line Rd	Littleton	CO	80126	404-569-2624
<b>CONNECTICUT (3)</b>						
Store 148	Matthew D Rossi	450 Federal Rd # 6 & 7	Brookfield	CT	06804	646-996-4915
Store 179	Gregory Nussbaum	29 Pavilions Dr	Manchester	CT	06042	860-432-6616
Store 103	Anthony Cavalcante	253 Main Ave	Norwalk	CT	06851	203-299-2538

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
<b>DELAWARE (1)</b>						
*Store 077	Shan Shah	400 Maryland Ave	Wilmington	DE	19804	302-595-9100
<b>FLORIDA (22)</b>						
*Store 006	Jeff Moolevliet	2600 NW 2 <sup>nd</sup> Ave	Boca Raton	FL	33431	561-408-0777
*Store 027	Cary Lopez	1630 Congress Ave	Boynton Beach	FL	33462	561-740-7728
*Store 002	Jeff Moolevliet	5450 West Hillsboro Blvd	Coconut Creek	FL	33073	954-372-1311
Store 053	Jorge Carcamo	2178 NW 87 <sup>th</sup> Ave	Doral	FL	33172	305-424-8453
*Store 023	Danny Shenko	1260 W Sunrise Blvd	Fort Lauderdale	FL	33311	954-621-1499
*Store 004	Mark Hamilton	12931 Metro Parkway	Fort Meyers	FL	33966	239-800-9552
Store 009	Patrick McNiven	3303 N. University Dr Ste 12	Hollywood	FL	33024	954-639-8800
Store 105	Martin Neville	3907 Baymeadows Rd #5	Jacksonville	FL	32217	904-717-7484
*Store 116	Karan Raj Gupta	1740 Cocoonut Dr Ste 104	Jacksonville Beach	FL	32224	571-214-2752
Store 154	Fred & Mary Orestuk	5126 US Hwy 98 N	Lakeland	FL	33809	863-315-8773
*Store 028	Barbra & Pete Muller	2100 Ronald Regan Blvd Suite 1008	Longwood	FL	32750	321-247-8468
*Store 113	Pete & Barbra Muller	3945 W Eau Gallie Blvd, Suite 102	Melbourne	FL	32934	321-676-3100
*Store 056	Mark Hamilton	3883 Davis Blvd	Naples	FL	34104	239-908-0556
*Store 048	Danny Shenko	1581 NE 163 <sup>rd</sup> St	North Miami	FL	33162	305-504-8687
*Store 047	Barbara & Pete Muller	4811 E Colonial Dr	Orlando	FL	32803	407-896-7077
*Store 052	Todd & Michelle Simms	30950 US Hwy 19 N Unit B	Palm Harbor	FL	34684	727-264-2043
*Store 007	John Blakley & Jeff Beauplan	6941 SW 196 <sup>th</sup> Ave Suite 13-16	Pembroke Pines	FL	33332	954-385-0049
*Store 161	John & Jennifer Mitchell	6254 North W St	Pensacola	FL	32505	850-786-2627
*Store 037	Todd Simms & Michelle Simms	6790 US Hwy 19 N	Pinellas Park	FL	33712	727-341-9595
*Store 060	Danny Shenko	1324 S Federal Hwy	Pompano Beach	FL	33062	954-784-8650
*Store 066	Shay & Natalie Daviko	2000 Tamiami Trail # 217	Port Charlotte	FL	33948	941-229-6055
*Store 026	Cary Lopez	2820 Okeechobee Blvd	West Palm Beach	FL	33409	561-629-7648
<b>GEORGIA (10)</b>						
Store 010	Darshik M & Madhusudan R Patel	3633 Chamblee Dunwoody Rd	Atlanta	GA	30341	404-596-8468
Store 040	Scott Lemmon	1810 Buford Hwy	Cummings	GA	30041	678-614-7872
Store 051	Tae Jeong	3360 Satellite Blvd Ste A1	Duluth	GA	30096	678-456-5557

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
Store 125	Jeff Arkema	2888 Browns Bridge Rd	Gainesville	GA	30504	404-405-8494
Store 095	Lauren Kruse	3160 Cobb Pkwy, B	Kennesaw	GA	30152	770-226-5544
Store 128	Jason Rogers	884 Buford Drive Ste 100	Lawrenceville	GA	30043	678-323-4733
Store 038	Carlos Moya	880 Holcomb Bridge Rd, Bldg. B, Ste 135	Roswell	GA	30076	678-865-8468
Store 120	David Dinh, Phillip Hibrich, Justin Enriquez	5370 Stone Mountain Hwy Ste 1050	Stone Mountain	GA	30087	404-224-9822
*Store 088	Jose Antonio Mattei	1544 Hwy 74	Tyrone	GA	30290	770-969-0766
Store 074	Shahid Ali & Alexander Khiyayev	2274 Atlanta Rd	Smyrna	GA	30080	770-626-0171
<b>IDAHO (1)</b>						
Store 015	Dan Burrup	9911 W Fairview Ave	Boise	ID	83704	208-376-6100
<b>ILLINOIS (3)</b>						
*Store 139	Brian Wolfe	1766 S Waukegan Rd	Glenview	IL	60085	847-681-3733
*Store 055	Sam Wolf	1510 E Riverside Blvd	Loves Park	IL	61111	815-940-8000
*Store 083	Sam Wolf	1228 N Roselle Rd	Schaumburg	IL	60195	224-804-0246
<b>INDIANA (1)</b>						
Store 168	Hunter & Matthew Mishler	51522 State Rd 933	South Bend	IN	46637	574-544-2324
<b>IOWA (1)</b>						
Store 086	Jennifer & Justin Parker	3970 NW Urbandale Dr Ste 3970	Urbandale	IA	50322	515-216-0622
<b>KANSAS (1)</b>						
Store 039	Robert Peel & Austin Gurba	1301 Santa Fe St	Olathe	KS	66061	913-815-8468
<b>KENTUCKY (2)</b>						
*Store 123	Brian Weed	416 US 31W BYP	Bowling Green	KY	42101	270-241-4385
*Store 172	Scott R. Hellervik & Susan M. Hellervik	4143 Bardstown Rd	Louisville	KY	40218	502-632-9006
<b>LOUISIANA (2)</b>						
Store 031	Stephen Klein	5821 Jefferson Hwy	Elmwood	LA	70123	504-708-5366
Store 114	Johnnie Brown	720 E I 10 Service Rd	Slidell	LA	70461	504-766-3400
<b>MARYLAND (1)</b>						
Store 035	Jignesh Patel	717 North Point Blvd	Baltimore	MD	21224	443-242-7154
<b>MICHIGAN (1)</b>						
Store 073	Sohail Khan	28780 Plymouth Rd	Livonia	MI	48150	734-237-7586
<b>MINNESOTA (1)</b>						
Store 062	Jeffrey Cook	3201 County Rd 42 W	Burnsville	MN	55306	651-755-9333

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
<b>MISSISSIPPI (1)</b>						
Store 064	Thaddeus Grage	2600 Pas Road	Gulfport	MS	39501	228-867-7000
<b>MISSOURI (1)</b>						
*Store 124	Andy & Drew Gladstein	2801 Veterans Marmoreal Parkway	St Louis	MO	63301	502-523-2172
<b>NAVADA (1)</b>						
Store 142	Christian Rivas	1181 S Buffalo Dr	Las Vegas	NV	89117	702-070-4181
<b>NEW HAMPSHIRE (1)</b>						
Store 063	Joel Lafrance	90 N Broadway	Salem	NH	03079	603-328-5158
<b>NEW JERSEY (3)</b>						
Store 070	Paul Bongiorno	52 Hwy 35	Eatontown	NJ	07724	848-456-7044
*Store 134	Shan Shah	479 Route 38 Ste 2	Maple Shade	NJ	08052	609-710-5318
*Store 100	Vikram Patel, Raj Patel, Roshan Patel, Ne Patel	310 E Route 4	Paramus	NJ	07652	917-509-4737
<b>NEW YORK (5)</b>						
*Store 069	Santiago Rojas & Dominica Sarris	311 W Jericho Tpke Ste 311-313	Huntington	NY	11743	631-223-7200
*Store 165	Edward M. & Yasmine G Rosovich	420 Hillside Ave.	New Hyde Park	NY	11040	516-402-3031
*Store 050	Santiago Rojas & Dominica Sarris	4722 Sunrise Hwy Ste B	Massapequa	NY	11762	516-307-0880
*Store 044	Stacy Kjaer & Timothy Kjaer	2900 Route 112	Medford	NY	11763	631-458-1999
*Store 061	Stacy Kjaer & Timothy Kjaer	1165 E Main St	Riverhead	NY	11901	631-494-3775
<b>NORTH CAROLINA (8)</b>						
*Store 011	Zachary Nussbaum, Zachary Cohen, Samantha Cohen	1352 NW Maynard Rd	Cary	NC	27513	919-460-1576
*Store 032	Zachary Nussbaum, Zachary Cohen, Samantha Cohen	6331 South Blvd	Charlotte	NC	28217	704-603-6121
Store 163	Ahmad Sowwan	625 Bonanza Drive, Ste 100-102	Fayetteville	NC	28303	910-900-8318
*Store 029	Todd & Michelle Simms	4407 Landover Rd	Greensboro	NC	27407	336-899-8395
*Store 079	David Pelletier	125 Wilmington Hwy	Jacksonville	NC	28540	910-939-8110
*Store 084	Zachary Nussbaum, Zachary Cohen, Samantha Cohen	9129 Monroe Rd Ste 100	Matthews	NC	28270	704-941-3058
*Store 089	Zachary Nussbaum, Zachary Cohen, Samantha Cohen	1240 River Hwy	Mooresville	NC	28117	704-941-3058
*Store 042	David & Cameron Pelletier, Robert G. Harman II, Robert Dwight Harman	700 Shipyard Blvd, Lot 5	Wilmington	NC	28412	910-493-3636

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
<b>OHIO (2)</b>						
*Store 090	Ryan J Sawyer	624 Ohio Pike Ste A & B	Cincinnati	OH	45245	513-513-1239
Store 177	Joshua Vanlandingham	2002-2009 Crown Plaza Dr # 15 & 16	Columbus	OH	43235	937-209-1198
<b>OKLAHOMA (1)</b>						
Store 146	Charles G White	10322 East 71 <sup>st</sup> St	Tulsa	OK	74133	918-236-0311
<b>PENNSYLVANIA (3)</b>						
Store 110	Vernon L. Wise	790 Commerce Park Drive	Cranberry Township	PA	16066	724-566-1149
Store 033	Brandon Blume	11730 Frankstown Rd	Pittsburgh	PA	15235	412-254-8468
Store 097	Brad Lloyd	674 Baltimore Pike	Springfield	PA	19064	610-214-2083
<b>SOUTH CAROLINA (2)</b>						
*Store 068	Tom Nixon	707 Dupont Rd	Charleston	SC	29407	843-641-7793
*Store 071	Tom Nixon	520 N Lake Dr	Lexington	SC	29072	803-828-0008
<b>TENNESSEE (6)</b>						
Store 115	Earl House	7327 Lee Hwy	Chattanooga	TN	37412	423-381-8300
Store 078	Gamaliel Martinez, & Modesto Martinez	305 Tiny Town Rd, Ste A	Clarksville	TN	37042	931-378-8895
*Store 117	Brian Weed	500 S Mainstreet	Goodlettsville	TN	37072	615-549-7211
*Store 076	Matt Sewell	5112 Old Summer Rd	Memphis	TN	38122	901-254-8794
*Store 136	Brian Weed	12641 Lebanon Rd	Mount Juliet	TN	37122	629-230-2086
Store 092	Craig Nangle	1622 NW Broad St Ste 173701	Murfreesboro	TN	37129	615-538-1881
<b>TEXAS (25)</b>						
Store 108	Gloria & Juan Guerrero	820 S Treadaway Blvd	Abilene	TX	79602	325-480-8001
Store 043	Nadeem Chawdhry	8605 Burnet Rd, Ste 200	Austin	TX	78757	512-593-5000
*Store 020	Michael Richards	6260 Southwest Blvd	Benbrook	TX	76109	817-230-8211
*Store 096	John & Emily Howerton	118 Trademark St, Ste 502	Buda	TX	78610	512-566-9903
*Store 131	Mykel Walker & Kiran Sheehan	670 FM 3083, Ste 204-205	Conroe	TX	77301	435-215-4344
Store 013	Arif Notta	4238 Maple Ave	Dallas	TX	75219	972-872-8468
Store 102	Rodolfo & Myriam Guerrero	7741 Lockheed Dr	El Paso	TX	79925	915-615-7077
*Store 016	Michael Richards	1231 William D Tate	Grapevine	TX	76051	817-659-2988
Store 091	Brian & Carolina Singh	3115 Foundren Rd Ste 3115	Houston	TX	77063	832-416-1677
Store 176	Bernard Mugi	12741 East Fwy	Houston	TX	77015	713-347-9081
Store 087	Chad & Rene Bailey	8090 FM 1960 Rd E	Humble	TX	77346	832-995-0622

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
Store 005	Mark Eastland	5905 US 79, Ste 110	Hutto	TX	78634	512-553-9292
Store 021	Jason & Christy Hempel	610 Katy Fort Bend Road, Ste 200	Katy	TX	77492	281-392-7507
Store 109	Terry & Elen Rawlins	1704 Carrollton Ave	Killeen	TX	76541	254-730-4499
Store 012	Acey & Kerry Light	7018 82 <sup>nd</sup> St	Lubbock	TX	79424	806-686-6010
Store 059	Pedro Flores	900 S Midkiff Rd	Midland	TX	79701	432-312-8507
Store 049	Asghar Jowkari	2015 Highway 9 A	Missouri City	TX	77489	832-726-0600
*Store 147	Kevin & Allyson McBreen	553 S Business 35	New Braunfels	TX	78130	830-214-7822
Store 145	Jose Jair Tapia Cervantes & Francisco Rafael Torija Macias	812 E Interstate 2	Pharr	TX	78577	956-329-6555
*Store 018	Grant Paek	7001 Rowlett Rd	Rowlett	TX	75089	972-939-1383
Store 046	Rob Mclellan & Brandon Potter	5630 NW Loop 410	San Antonio	TX	78238	210-718-0066
*Store 054	Mykel Walker & Kiran Sheehan	24707 Oakhurst Dr	Spring	TX	77386	832-404-2212
Store 014	Jeff Rackley	3800 Main St	The Colony	TX	75056	214-912-0488
Store 156	Dan Billings	1734 Pat Booker Rd	Universal City	TX	78148	210-357-6822
Store 036	John Anhalt	1424 W Nasa Pkwy	Webster	TX	77598	281-378-6888
<b>UTAH (2)</b>						
Store 123	Terry Word	14659 S 855 W, Bldg. B, Unit 102	Bluffdale	UT	84065	801-784-2060
*Store 132	Scott Moffitt, Hesston Parkins, Jeffrey Stokes,	476 East Riverside Dr	St. George	UT	84790	435-862-3399
<b>VIRGINIA (3)</b>						
Store 098	Ronnie Davis	685 Jay Clyde	Newport News	VA	23601	757-974-0400
*Store 085	Mike Darcy	8280 Midlothian Turnpike	North Chesterfield	VA	23235	804-459-8792
Store 065	LeRoy Schubert	42750 Trade West Dr	Sterling	VA	20166	703-436-4900
<b>WASHINGTON (2)</b>						
*Store 140	Lewis Pollak & Nathaniel Pollak	6747 State Hwy 303 NE Bremerton	Bremerton	WA	98311	360-360-2132
*Store 167	Lewis Pollak & Nathaniel Pollak	7002 Tacoma Mall Blvd Ste C-D	Tacoma	WA	98409	253-292-2212
<b>WISCONSIN (2)</b>						
*Store 152	Eric Michael Metzger	N88W15176 MAIN ST	Menomonee Falls	WI	53051	262-345-4420
Store 197	Jake Ryan Schubert, Taylor James Lee Behnke, Morgan Marguerite Behnke	1200 John P Livesey Blvd Ste 101	Verona	WI	53593	608-620-0953

**Total USA Tint World® Centers Open**

**139**

**Canada**

CENTER	OWNER NAME	ADDRESS	PROVIDENCE	COUNTRY	ZIP CODE	PHONE
<b>CANADA (5)</b>						
Store 4008	Zaeem Faiz	3-2279 Fairview St	Burlington ON	Canada	L7R 2E3	905-234-0822
Store 4009	Todd & Danielle Miller	12227 156 St NW	Edmonton AB	Canada	T5V 1N4	780-944-9115
*Store 4001	Trevor & Sue Dwyer	4-631 Fortune Crescent	Kingston ON	Canada	K79 0L5	613-777-0965
Store 4004	Tracey Ehl, Luke & Doug Harrison	6465 Millcreek Dr	Mississauga ON	Canada	MGB 1B8	289-468-8468
Store 4005	Tejsingh Matharu	1735 Bayly St	Pickering ON	Canada	L12W 3G7	647-710-1234

**Total Canadian Tint World® Centers Open 5**

**United Arab Emirates** (Master Franchise Developer 6 Stores)

CENTER	OWNER NAME	ADDRESS	STATE CITY	COUNTRY	ZIP CODE	PHONE
<b>UAE (1)</b>						
*Store 2001	Mr. Khalil Hijazi	118 <sup>th</sup> Street Industrial Area 1	Al-Ain	UAE	11187	011-971-50-730-0339

**Saudi Arabia**

CENTER	OWNER NAME	ADDRESS	STATE CITY	COUNTRY	ZIP CODE	PHONE
<b>SAUDI ARABIA (1)</b>						
Store 3001	Nour Homsy & Ms. Ammar Abuthuraya	3107 Al Murabihon Branch Rd	Riyadh, Ar Rabwah	Saudi Arabia	11187	+966-2-660-8050

**The Franchisees marked with an asterisk (\*) are Multi-Unit Developers.**

**EXHIBIT I-2****NEW FRANCHISE STORE PURCHASES, BUT NOT OPEN AS OF 12/31/2024**

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
<b>CALIFORNIA (9)</b>						
1-Store 195	Matthew Scott & Cara Lynn O'Brien	No Address Yet	Fresno	CA	No Zip	599-903-6971
*2-Stores 157	Armin & Michelle Barandeh	2416 Amsler St	Torrance, Huntington Bch	CA	No Zip	404-667-4811
*2-Stores	Ryan Klotz & Robert Kerney	No Address Yet	Irvine, Orange County	CA	No Zip	760-470-2315
*2-Stores	Zaw Moe Naing	4130 Lincoln Blvd	Marina del Rey, Beverly Hills	CA	90292	424-610-6387
*2-Stores	John Zackery Jones & Jerry Liang	No Address Yet	Marin, Alameda	CA	No Zip	808-542-4007
<b>FLORIDA (9)</b>						
*2-Stores	John Sullivan & Gina Sullivan	1324 N Washington Blvd Ste 200	Sarasota, Brandon	FL	34236	754-281-6067
*1-Store 171	John & Jennifer Mitchell	No Address Yet	Destin	FL	32505	850-786-2627
1-Store	Timothy & Veronica Blank	No Address Yet	Lauderhill	FL	33351	954-548-0353
*1-Store	Karan Raj Gupta	No Address Yet	St Augustine	FL	32224	571-214-2752
*1-Store	Shay & Natalie Daviko	No Address Yet	Venice	FL	No Zip	904-597-4266
*2-Stores	Zachary Nussbaum, Zachary Cohen, Samantha Cohen	No Address Yet	Orlando	FL	No Zip	561-451-7224
*1-Store	Barbara & Pete Muller	No Address Yet	Orlando	FL	No Zip	321-247-8468
<b>GEORGIA (4)</b>						
*1-Store	Jose Antonio Mattei	No Address Yet	Midtown Atlanta	GA	No Zip	770-969-0766
*3-Stores 137	Zain & Shiraz Attawala, Sagar & Mehboob Panjwani, Salim Chhotto	2305 Watson Blvd	Warner Robins	GA	31093	312-721-7342
<b>ILLINOIS (1)</b>						
*1-Store	Brian Wolfe	No Address Yet	Deerfield	IL	60025	312-961-5762
<b>INDIANA (3)</b>						
*3-Stores	Ronald Huling & Barney Storrs	9700 Lake Shore Dr E Ste 1	Carmel, Clarksville, Lawrence	IN	46280	384-86-3526
<b>KENTUCKY (2)</b>						
*1-Store	Ryan J Sawyer	No Address Yet	Erlanger	KY	No Zip	513-310-8512
*1-Stores	Scott R. & Susan M. Hellervik	No Address Yet	Louisville	KY	No Zip	615-306-4537
<b>MARYLAND (1)</b>						
1-Store 141	Zeeshan Shah & Marvin Motaghi	6730 Ritchie Hwy Unit 2	Glen Burnie	MD	21061	443-682-4407

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
<b>MASSACHUSETTS (4)</b>						
*4-Stores	Zachary Nussbaum, Zachary Cohen, Samantha Cohen	No Address Yet	Boston	NC	No Zip	561-451-7224
<b>MISSOURI (2)</b>						
*2-Stores	Andy & Drew Gladstein	No Address Yet	St Louis	MO	No Zip	502-523-2172
<b>NEW JERSEY (7)</b>						
*5-Stores	Vikram Patel, Raj Patel, Roshan Patel, Neil Patel	1071 Bloomfield Ave	West Caldwell, Essex, Summerset Hudson, Union	NJ	07006	973-452-7514
1-Store 196	Christopher Valdes, Justin Vicencio, Maryjane Fornecker	81 US Hwy 1 Block 703, Lot 7.01	Edison	NJ	08817	732-766-6035
1-Store 093	Switu Sha	No Address Yet	Lawrenceville	NJ	No Zip	201-478-1894
<b>NEW MEXICO (1)</b>						
1-Store 025	Chris Gallegos	4520 Alexander Blvd NE Ste B	Albuquerque	NM	87107	505-927-4410
<b>NEW YORK (1)</b>						
1-Store 143	Brian Benstock, Murat Deljanin, Jason Graciano, Andrew Diffenderfer, Ashley Lepczyk	330 Central Ave	White Plains	NY	10606	917-418-1514
<b>NORTH CAROLINA (7)</b>						
Store144	Christopher Blevins	13411 Falls, Neuse Rd, # 102	Raleigh	NC	27614	703-585-7414
*6-Stores 151	Zachary Nussbaum, Zachary Cohen, Samantha Cohen	No Address Yet	Concord, Belmont, Raleigh Durham, Holly Springs	NC	No Zip	561-451-7224
<b>OHIO (2)</b>						
*2-Stores	Anthony Boberschmidt & Anne Candido	3511 Round Bottom Rd	Cincinnati	OH	45244	513-257-1899
<b>TENNESSEE (3)</b>						
*1-Store 185	Matt Sewell	No Address Yet	Collierville	TN	No Zip	901-254-8794
*1-Store 122	Brian Weed	No Address Yet	Gallatin	TN	No Zip	770-712-0466
*1-Stores	Scott R. & Susan M. Hellervik	No Address Yet	Mount Juliet	TN	37122	615-306-4537
<b>TEXAS (8)</b>						
*1-Store 189	Kevin & Allyson McBreen	No Address Yet	Austin	TX	78130	512-626-0174
*1-Store 111	Mykel Walker & Kiran Sheehan	20330 Tuckerton Rd, Suite 700	Cypress	TX	77433	281-720-8588
1-Store 190	Daniel A. Rothberg	No Address Yet	Denton	TX	No Zip	214-403-6851
*2-Stores 198	Charles E. Perez & Lisa O. Perez	7010 State Hwy 71	Leander, Cedar Park	TX	08817	361-244-6744
1-Store 155	Cory & Vanessa Chiu	2103 W Pioneer Rd Ste 333	Pantego	TX	76013	No Number

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
*2-Stores	Grant Peak	No Address Yet	Plano, Rockwall	TX	No Zip	949-274-0635
<b>VIRGINIA (2)</b>						
*2-Stores	Michael Darcy	No Address Yet	Norfolk & Short Pump	VA	No Zip	703-843-5694
<b>WASHINGTON STATE (1)</b>						
1-Store 149	Morgan Barnes	No Address Yet	Federal Way	WA	No Zip	928-430-7516
<b>WISCONSIN (1)</b>						
*1-Store	Eric Michael Metzger	No Address Yet	Milwaukee	WI	No Zip	414-481-4150

**Total New USA Tint World® Centers Not Yet Open      68**

**Canada**

CENTER	OWNER NAME	ADDRESS	PROVIDENCE	COUNTRY	ZIP CODE	PHONE
<b>CANADA (1)</b>						
*1-Store 4011	Trevor Dwyer	No Address Yet	Concord	Canada	No Zip	613-483-3698

**Total New Canadian Tint World® Centers Not Yet Open      1**

**United Arab Emirates**      (Master Franchise Developer 6 Stores)

CENTER	OWNER NAME	ADDRESS	STATE CITY	COUNTRY	ZIP CODE	PHONE
<b>UAE (5)</b>						
*5-Stores	Mr. Khalil Hijazi	118 <sup>th</sup> Street Industrial Area 1	Al-Ain	UAE	11187	+011-971-50-730-0339

**Total New UAE Tint World® Centers Not Yet Open      5**

**The Franchisees marked with an asterisk (\*) are Multi-Unit Developers.**

**EXHIBIT I-3****FORMER US FRANCHISEES, LIST OF FRANCHISES WHO HAVE LEFT THE SYSTEM**  
**1/1/2024 to 12/31/2024****USA RESALES**

Franchisees that have resold the business assets and transferred the franchise.

<b>CENTER</b>	<b>OWNER NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>PHONE</b>
<b>ALABAMA (1)</b>						
Store 030	James Wesley Jones II & Taylor Barnette	3621 Resource Dr	Tuscaloosa	AL	35401	205-614-9006
<b>ARIZONA (2)</b>						
Store 072	Roger Redmond	3170 N Arizona Ave	Chandler	AZ	85225	480-562-6010
Store 080	Greg Lea	14870 Northsight Blvd	Scottsdale	AZ	85260	480-866-8686
<b>CALIFORNIA (1)</b>						
Store 034	Gregory Alan	1355 Grand Ave	San Marcos	CA	92078	760-798-2672
<b>COLORADO (1)</b>						
*Store 107	Aaron McCurdy & Lisa Hunter	3155 Chambers Rd	Aurora	CO	80011	720-388-6677
<b>CONNECTICUT (1)</b>						
Store 148	Jamil Payne	450 Federal Rd # 6 & 7	Brookfield	CT	06804	646-996-4915
<b>FLORIDA (2)</b>						
Store 006	Michael Halperin	2600 NW 2 <sup>nd</sup> Ave	Boca Raton	FL	33431	561-408-0777
Store 053	Andres Rangel Jessica Lissette	2178 NW 87 <sup>th</sup> Ave	Doral	FL	33172	305-424-8453
<b>GEORGIA (1)</b>						
Store 038	Darshik M. Patel	Holcomb RD Bldg B Ste 135	Roswell	GA	30076	678-865-8468
<b>ILLINOIS (1)</b>						
Store 083	Marshall Davis	1228 N Roselle Rd	Schaumburg	IL	60195	224-804-0246
<b>INDIANA (2)</b>						
Store168	Geza Bruckner & Kyle Bruckner	51522 State Rd 933	South Bend	IN	46637	574-544-2324
*Store168	Brian Wolfe	51522 State Rd 933	South Bend	IN	46637	574-544-2324
<b>MARYLAND (1)</b>						
Store 035	Paul Sawhney	717 N Pont Blvd	Baltimore	MD	21223	410-388-0282
<b>NEW JERSEY (2)</b>						
Store 134	Maurice Hooks & Davante Hooks	479 Route 38 W	Maple Shade Township	NJ	08052	609-710-5318
Store 100	Michael Spinnato	310 E Route 4	Paramus	NJ	07652	551-266-5322
<b>NORTH CAROLINA (2)</b>						
*Store 163	Shawn & Jaysen McMaster Forman, Candace Krueger	625 Bonanza Dr Ste 100 & 102	Fayetteville	NC	28303	910-900-8318

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
*Store 029	Shawn & Jaysen McMaster Forman, Candace Krueger	4407 Landover Rd	Greensboro	NC	27407	336-899-8395
<b>TENNESSEE (1)</b>						
*Store 115	Brian Weed	7327 Lee Hwy	Chattanooga	TN	37421	423-381-8300
<b>TEXAS (3)</b>						
*Store 096	Mark & Alexia Eastland	118 Trademark St	Buda	TX	78610	512-566-9903
Store 046	Rudy Rios	5630 NW Loop 410 Ste 101	Leon Vally	TX	78238	210-718-0066
*Store 054	John Anhalt	24707 Oakhurst Dr	Spring	TX	77386	832-404-2212

**Total USA Resale Tint World® Centers 21 NOTES:**

- Store 030** Owner, James Wesley Jones II & Taylor Barnette, Sold the business assets to new franchisees: Timothy "Andrew" Dillard.
- Store 072** Owner, Roger Redmond, Sold the business assets to a new franchisees: Peyton Mesa.
- Store 080** Owner, Greg Lea, Sold the business assets to a new franchisee: Owen Taylor and Mike Taylor.
- Store 034** Owner, Gregory Alan, Sold the business assets to a new franchisee: James Cruz.
- Store 107** Owner, Aaron McCurdy & Lisa Hunter, Sold the business assets to a new franchisee: Allan Jimenez.
- Store 148** Owner, Jamil Payne, Sold the business assets to a new franchisee: Matthew D Rossi
- Store 006** Owner, Michael Halperin, Sold the business assets to other franchisees: Jeff Moolevliet.
- Store 053** Owner, Andres Rangel Jessica Lissette, Sold the business assets to a new franchisee: Jorge Carcamo.
- Store 038** Owner, Darshik M. Patel, Sold the business assets to a new franchisee: Carlos Moya.
- Store 083** Owner, Marshall Davis, Sold the business assets to another franchisee: Sam Wolf.
- Store 168** Owner, Geza & Kyle Bruckner, Sold the business assets to another franchisee: Brian Wolfe.
- Store 168** Owner, Brian Wolfe, Sold the business assets to a new franchisee: Hunter & Matthew Mishler.
- Store 035** Owner, Paul Sawhney, Sold the business assets to a new franchisee: Jignesh Patel.
- Store 134** Owner, Maurice & Davante Hooks, Sold their business assets to another franchisee: Shan Shah.
- Store 100** Owner, Michael Spinnato, Sold the business assets to another franchisee: Vikram Patel, Raj Patel, Roshan Patel, Ne Patel.
- Store 163** Owner, Shawn & Jaysen McMaster Forman, Candace Krueger, Sold the business assets to a new franchisee: Ahmad Sowwan.
- Store 029** Owner, Shawn & Jaysen McMaster Forman, Candace Krueger, Sold the business assets to another franchisee: Todd & Michelle Simms.
- Store 096** Owner, Mark & Alexia Eastland, Sold the business assets to a new franchisee: John and Emily Howerton.
- Store 046** Owner, Rudy Rios, Sold the business assets to a new franchisee: Rob McLellan and Brandon Potter.

**Store 054** Owner, John Anhalt, Sold the business assets to another franchisee: Mykel Walker & Kiran Sheehan.

**Store 115** Owner, Brian & Andrea Weed, Sold the business assets to new franchisees: Earl House.

**USA TERMINATED**

Franchisees that have been terminated for loss of location to meet operational requirements, abandonment, or at Franchisee's request with Tint World®'s approval.

CENTER	OWNER NAME	ADDRESS	PROVIDENCE	COUNTRY	ZIP CODE	PHONE
<b>USA (2)</b>						
Store 024	Aisha & Arthur Veal	1108 South York Rd	Bensenville	IL	60106	224-588-8468
Store 144	Nicklaus T Wayne	13411 Falls of Neuse Rd, # 102	Raleigh	NC	27614	919-432-5334

**Total USA Terminated Tint World® Centers**            **2**            **NOTES:**

**Store 024** Owners, Aisha & Arthur Veal lost their lease and vacated the premises in December 2024, therefore was terminated under a Franchise Agreement.

**Store 144** Owner, Nicklaus T Wayne vacated the premises in December 2024, therefore was terminated under a Franchise Agreement. After closing, the lease and business assets was transferred to a new franchisee: Christopher Blevins, and is reopening April 1<sup>st</sup> 2024.

**CANADIAN RESALES**

Franchisees that have resold the business assets and transferred the franchise.

CENTER	OWNER NAME	ADDRESS	PROVIDENCE	COUNTRY	ZIP CODE	PHONE
<b>CANADA (2)</b>						
Store 4004	Pragya Dikshit & Antriksh Chauhan	6465 Millcreek Dr	Mississauga ON	Canada	MGB 1B8	289-468-8468
Store 4005	Rob Lebovic	1735 Bayly St	Pickering ON	Canada	L12W 3G7	647-710-1234

**Total Canadian Resale Tint World® Centers**            **2**            **NOTES:**

**Store 4004** Owners, Pragya Dikshit & Antriksh Chauhan, Sold the business assets to a new franchisee: Tracey Ehl, Luke & Doug Harrison.

**Store 4005** Owner, Rob Lebovic, Sold the business assets to a new franchisee: Tejsingh Matharu.

**EXHIBIT I-4**

LIST OF FRANCHISES WHO HAVE SELF-TERMINATED UN-OPENED LISCENSES  
1/1/2024 to 12/31/24

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
<b>ARAZONA (2)</b>						
*2-Stores	Ramesh Kandasamy, Kavin Kandasamy, Suganya Easwaran	No Address Yet	Deer Valley, Gilbert	AZ	No Zip	469-877-0451
<b>CALIFORNIA (5)</b>						
1-Store	Christopher Thomas	No Address Yet	San Clemente	CA	No Zip	951-479-7611
4-Stores	Zorawar Singh	No Address Yet	Long Beach	CA	No Zip	626-253-7000
<b>COLORADO (1)</b>						
1-Store	Ryan Heinitz	No Address Yet	Castle Rock	CO	No Zip	720-557-6518
<b>FLORIDA (1)</b>						
*1-Store	John Blakley & Jeff Beauplan	No Address Yet	Miramar	FL	33332	941-229-6055
<b>INDIAND (1)</b>						
1-Store	James & Kimberly Richman	No Address Yet	Indianapolis	IN	46062	224-250-4086
<b>NAVADA (2)</b>						
*2-Stores	Scott Moffitt, Hesston Parkins, Jeffrey Stokes	No Address Yet	Enterprise, Henderson	NV	No Zip	435-862-3399
<b>NORTH CAROLINA (3)</b>						
*3-Stores	Shawn McMaster & Jaysen Foreman	No Address Yet	Weddington, Winston-Salem, Asheville	NC	No Zip	704-426-0886
<b>OHIO (3)</b>						
*3-Stores	Bounpone Phetlasymongkhon	60 Rosehill Rd	Reynoldsburg, Canal. Winchester	OH	43068	614-570-0529
<b>SOUTH CAROLINA (4)</b>						
*1-Store	Tom Nixon	No Address Yet	Summerville	SC	No Zip	843-641-7793
*3-Stores	Shawn McMaster & Jaysen Foreman	No Address Yet	Greenville Spartanburg, Columbia	SC	No Zip	704-426-0886
<b>TEXAS (3)</b>						
1-Store	Brent Pounders	No Address Yet	McKinney	TX	No Zip	501-658-4073
*2-Stores	Ramesh Kandasamy, Kavin Kandasamy, Suganya Easwaran	No Address Yet	Saginaw, Shadow Creek	TX	No Zip	469-877-0451
<b>WASHINGTON (1)</b>						
*1-Store	Lewis Pollak & Nathaniel Pollak	No Address Yet	Bellevue	WA	No Zip	571-258-1490

**Total Self-Terminated Un-Opened USA Tint World® Licenses      26      NOTES:**

These Franchises were not opened due to Owners not developing the franchise within the development schedule and any extensions made by request, but later chose to not peruse developing the franchise.

**Canada**

CENTER	OWNER NAME	ADDRESS	PROVIDENCE	COUNTRY	ZIP CODE	PHONE
<b>CANADA (1)</b>						
1-Store	Rammy Kemaleddine	No Address Yet	Edmonton	Canada	No Zip	780-906-2222

**Total Self-Terminated Un-Opened Canadian Tint World® Licenses 1      NOTES:**

These Franchises were not opened due to Owners not developing the franchise within the development schedule and any extensions made by request, but later chose to not peruse developing the franchise.

## **EXHIBIT J**

### **STATE DISCLOSURE ADDENDA AND FRANCHISE AGREEMENT ADDENDA**

Following this page are addenda to the Franchise Agreement and Multi-Unit Development Agreement for the following states:

1. Arkansas
2. California
3. Connecticut
4. Hawaii
5. Illinois
6. Indiana
7. Iowa
8. Louisiana
9. Maryland
10. Minnesota
11. Missouri
12. Nebraska
13. New Jersey
14. New York
15. North Carolina
16. North Dakota
17. Rhode Island
18. South Carolina
19. South Dakota
20. Washington
21. Wisconsin

You must sign the signature page for the Franchise Agreement and Multi-Unit Development Agreement Addenda if:

- (1) You are an individual resident of any of these states; or
- (2) You are an entity formed in any of these states; or
- (3) You are an entity with your principal place of business in any of these states; or
- (4) Your Designated Territory will be in any of these states.

If none of these conditions applies, then this exhibit is not applicable to you.

**ARKANSAS**

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Arkansas:

1. Any provision of the Agreement that would require you, at the time you enter into the Agreement, to assent to a release, assignment, novation, waiver, or estoppel which would relieve any person from liability imposed by the Arkansas Franchise Practices Act is void to the extent that the provision violates applicable law.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**CALIFORNIA**

“THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.”

1. Neither franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.
2. California Business and Professions Code 20000 through 20043 provide rights to Franchisee concerning termination, transfer or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
3. 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.).
4. The franchise agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
5. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
6. The franchise agreement requires binding arbitration. The arbitration will occur at Broward County, Florida with the costs being borne by each party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
7. The franchise agreement requires application of the laws of the State of Florida. This provision may not be enforceable under California law.
8. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

9. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
10. Our website ([www.tintworld.com](http://www.tintworld.com)) has not been reviewed or approved by the California Department of Financial Protection & Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection & Innovation at [www.dfpi.ca.gov](http://www.dfpi.ca.gov).
11. The highest interest rate allowed by law in California is 10% annually.
12. Franchisees must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and spouse's marital and personal assets at risk if your franchise fails.
13. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.
14. **Registration of this franchise does not constitute approval, recommendation or endorsement by the Commissioner of the Department of Financial Protection and Innovation.**

IN WITNESS WHEREOF, the parties hereto have duly signed this document as of the Effective Date of the Franchise Agreement between the parties.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

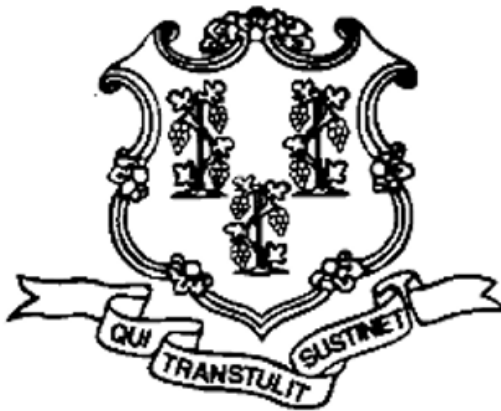
By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**CONNECTICUT**

**DISCLOSURES REQUIRED BY CONNECTICUT LAW**



The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

## BUSINESS OPPORTUNITY DISCLOSURE

The following business opportunity disclosure is provided by Tint World, LLC, a registered business in the State of Connecticut.

Disclosure Document is dated: [[ISSUANCE DATE]]

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Connecticut:

1. The following provision will be added to the Agreement Agent for Service of Process. Our agent in Connecticut authorized to receive service of process is Connecticut Banking Commissioner, 260 Constitution Plaza, Hartford, Connecticut 06103-1800.
2. Under the Agreement, we will lend you one copy of the Manual within 15 days after we sign the Agreement. We are not required to deliver any other items, equipment, supplies or operational guidelines to you prior to your beginning operation of your Development Business.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

### HAWAII

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Hawaii:

1. Any provision of the Agreement that requires you, at the time you enter into the Agreement, to assent to a release, assignment, novation, or waiver which would relieve any person from liability imposed by Hawaii Franchise Investment Law is deleted from the Agreement.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

### ILLINOIS

The following provisions will supersede and apply to all franchises offered and sold in the State of Illinois:

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

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

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

The State of Illinois Attorney General has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Illinois Attorney General has imposed a requirement for us to maintain a surety bond. The surety bond is in the amount of \$249,750 with "United States Fire Insurance Company" and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.

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.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**INDIANA**

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the offering circular, the Agreement, or State of Incorporation law, if these provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as including any material breach of the Agreement, will supersede the provisions of the Agreement to the extent it may be inconsistent with this prohibition.
3. Any provision in the Agreement which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that the provision violates this law.
4. The Agreement will be modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).
5. The following provision will be added to the Agreement:

No Limitation on Litigation. Notwithstanding the foregoing provisions of any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any the contractual provision violates the Indiana Deceptive Franchise Practices Law.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**IOWA**

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Iowa:

1. Any provision in the Agreement which would result in your waiver of any rights under Iowa Business Opportunity Promotions Law before or at the time of signing the Agreement is void to the extent that the provision violates this law.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**LOUISIANA**

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Louisiana:

1. Any condition, stipulation or provision in the Agreement which would result in your wavier of any rights established by Louisiana law is void to the extent that the condition, stipulation, or provision violates this law.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**MARYLAND AMENDMENT TO THE FRANCHISE DISCLOSURE DOCUMENT**

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is supplemented, by the addition of the following:

- A. 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.
- B. A Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- C. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.
- D. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

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.

**MARYLAND AMEDNEMENT TO THE FRANCHISE AGREEMENT,  
AND MULTI-UNIT DEVELOPMENT AGREEMENT**

1. The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
2. 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.
3. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
4. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
5. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
7. The Acknowledgment Section II and III of the Franchise Agreement does not apply to Maryland franchisees.
8. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Maryland amendment to the Tint World, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

## MINNESOTA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Minnesota:

1. Any provision in the Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that the contractual provision violates this law.
2. Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Any provision in the Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any Agreement relating to franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Agreement relating to exclusive mediation.
3. The following language will appear in the Agreement.
4. No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, This Agreement will not in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.
5. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subs. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.
6. We will protect your rights under this Agreement to use the Marks, or indemnify you from any loss, costs or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Agreement and the System standards.
7. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

## MISSOURI

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Missouri:

1. Termination provisions contained in the Agreement will afford you 90 days' written notice in advance of any termination, except that 90 days' notice is not required for termination as a result of your criminal misconduct, fraud, abandonment, bankruptcy, insolvency, or giving a "no account" or "insufficient funds" check to us.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**NEBRASKA**

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Nebraska:

1. No release language set forth in the Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Nebraska.
2. No language set forth in the Agreement will operate to restrict the sale of any equity or debenture issue or the transfer of any securities of any franchise or in any way prevent or attempt to prevent the transfer, sale or issuance of shares of stock or debentures to employees, personnel of the franchisee, or heirs of the principal owner, so long as basic financial requirements of the franchisor are complied with and any sale, transfer or issuance does not have the effect of accomplishing a sale of the franchise.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**NEW JERSEY**

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises subject to the New Jersey Franchise Practices Act:

1. No release language set forth in the Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New Jersey.
2. No language set forth in the Agreement will operate to restrict the sale of any equity or debenture issue or the transfer of any securities of a franchise or in any way prevent or attempt to prevent the transfer, sale or issuance of shares of stock or debentures to employees, personnel of the franchise, or heir of the principal owner, so long as basic financial requirements of the franchisor are complied with and any sale, transfer or issuance does not have the effect of accomplishing a sale of the franchise.
3. Any term or condition which may directly or indirectly violate the New Jersey Franchise Practices Act is deleted from the Agreement.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**NEW YORK**

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of New York:

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS 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 Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of

a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

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

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

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

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

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

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

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

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

8. The following is added to the end of the “Summary” sections of Item 17(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.

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

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

### NORTH CAROLINA

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of North Carolina:

1. Agent for Service of Process. Our agent in the State of North Carolina authorized to receive service of process is the North Carolina Secretary of State, 2 South Salisbury Street, Old Revenue Complex, Raleigh, North Carolina 27601.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**NORTH DAKOTA**

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Covenants not to compete upon termination or expiration of the Agreement are subject to Section 9-08-06, N.D.C.C., and may be generally unenforceable in the State of North Dakota.
2. To the extent the Agreement would otherwise violate North Dakota law, these sections are amended by providing that all litigation by or between you and us, involving a Development Business operating in the State of North Dakota, will be commenced and maintained, at our election, in the state courts of North Dakota or the United States District Court for North Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.
3. North Dakota law applies to this transaction and supersedes any conflicting provisions of the Agreement or State of Incorporation law.
4. Item 17 (c) of the Disclosure Document and Section VII.B of the Franchise Agreement, which require the franchisee to sign a general release upon renewal of the franchise agreement, are hereby deleted.
5. Section XXV.N of the Franchise Agreement requires the franchisee to consent to a waiver of exemplary and punitive damages. This requirement is deleted for Tint World® Centers operated in North Dakota.
6. Section XXIV of the Franchise Agreement is hereby amended by the addition of the following language: “Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
7. Section XXV of the Franchise Agreement is hereby amended by the addition of the following language: “Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee’s business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee’s place of business.”
8. Section XXV of the Franchise Agreement and, if applicable, Article 12 of the Multi-Unit Development Agreement, is hereby amended by the addition of the following language: “Provisions requiring a franchisee to consent to a waiver of trial by jury are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.”
9. Section XXV of the Franchise Agreement and, if applicable, Article 7.8 of the Development Rights Rider, is hereby amended by the addition of the following language: “Provisions requiring a franchisee to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, for North Dakota franchisees, the statute of limitations under North Dakota Law will apply.”
10. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor,

franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

11. The State of North Dakota has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The North Dakota Securities Department has imposed a requirement for us to maintain a surety bond. The surety bond is in the amount of \$50,000 with “Lexington National Insurance Company” and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.

<b>Franchisee</b>	<b>Franchisee</b>	<b>Tint World, LLC</b>
By: _____	By: _____	By: _____
(Signature)	(Signature)	(Signature)
<b>Franchisee</b>	<b>Franchisee</b>	
By: _____	By: _____	
(Signature)	(Signature)	

**RHODE ISLAND**

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Rhode Island:

1. To the extent the Agreement would otherwise violate Rhode Island law, these sections are amended by providing that all litigation by or between you and us, involving a Development Business operating in the State of Rhode Island, will be commenced and maintained, at our election, in the state courts of Rhode Island or the United States District Court for Rhode Island, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

<b>Franchisee</b>	<b>Franchisee</b>	<b>Tint World, LLC</b>
By: _____	By: _____	By: _____
(Signature)	(Signature)	(Signature)
<b>Franchisee</b>	<b>Franchisee</b>	
By: _____	By: _____	
(Signature)	(Signature)	

**SOUTH CAROLINA**

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of South Carolina:

1. Agent for Service of Process. Our agent in South Carolina authorized to receive service of process is the South Carolina Secretary of State, 1205 Pendleton Street, Suite 525, Columbia, SC 29201.

<b>Franchisee</b>	<b>Franchisee</b>	<b>Tint World, LLC</b>
By: _____	By: _____	By: _____
(Signature)	(Signature)	(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**SOUTH DAKOTA**

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of South Dakota:

1. Covenants not to compete upon termination or expiration of the Agreement are generally unenforceable in the State of South Dakota, except in certain instances as provided by law.
2. Franchise registration, employment, covenants not to compete and other matters of local concern will be governed by the laws of the State of South Dakota. As to contractual and all other matters, the Agreement will be and remain subject to the construction, enforcement, and interpretation of the laws of the State of Incorporation.
3. To the extent that the Agreement would otherwise violate South Dakota law, these sections are amended by providing that all litigation by or between you and us, involving a Development Business operating in the State of South Dakota, will be commenced and maintained, at our election, in the state courts of South Dakota or the United States District Court for South Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.
4. Termination provisions covering breach of the Agreement, failure to meet performance and quality standards, and failure to make payments contained in the Agreement will afford you thirty (30) days written notice with an opportunity to cure said default prior to termination.
5. REGISTRATION OF THIS FRANCHISE DOES NOT CONSTITUTE APPROVAL OR RECOMMENDATION OF THE FRANCHISE BY THE DIRECTOR.
6. To the extent this Addendum is deemed to be inconsistent with any terms or conditions of the Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**WASHINGTON**

**Washington State Addendum to the Franchise Agreement,  
Multi-Unit Agreement and Pre-Closing Questionnaire and any related agreements**

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Washington.

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.

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.

**Use of Franchise Brokers.** The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchise and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experiences with the franchisor.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**WISCONSIN**

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. The Wisconsin Fair Dealership Law, Chapter 135, Stats. supersedes any provisions of the Agreement that are inconsistent with that law.

IN WITNESS WHEREOF, the parties hereto have duly signed this document as of the Effective Date of the Franchise Agreement between the parties.

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Tint World, LLC**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

**Franchisee**

By: \_\_\_\_\_  
(Signature)

## **EXHIBIT K**

### **FRANCHISE APPLICATION AND DEPOSIT RECEIPT**

The undersigned (“Applicant”) hereby submits this application for consideration in connection with the potential grant of a franchise license for the operation of a Tint World<sup>®</sup> Center to be located in the following general area:

---

(the “Market Area”)

Applicant acknowledges and agrees that Tint World, LLC (“Tint World<sup>®</sup>”) has granted no rights whatsoever to the Applicant with respect to the Market Area and that Tint World<sup>®</sup> now or in the future may open and operate, and grant to others the right to own and operate, Tint World<sup>®</sup> Centers anywhere, including within the Market Area, subject to any contrary provisions contained in any now existing or future franchise agreements entered into with Applicant.

Applicant represents and warrants that the information contained in the attached Franchise Application Form is true and correct and fairly reflects Applicant’s financial position as of the date hereof.

Applicant may withdraw this application at any time before Applicant and Tint World<sup>®</sup> enter into a Franchise Agreement and/or Multi-Unit Development Agreement upon written notice to Tint World<sup>®</sup>. Applicant understands that Tint World<sup>®</sup> has the right to deny this application for any reason whatsoever, including without limitation:

1. Tint World<sup>®</sup> determines that the information in the Financial Qualification Form is not true and correct or does not fairly reflect the financial condition of the Applicant, or that the Applicant is not qualified to purchase a Tint World<sup>®</sup> Center franchise; or
2. Tint World<sup>®</sup> determines for whatever reason that the awarding of a Tint World<sup>®</sup> Center franchise would not be in the best interest of the Applicant or Tint World<sup>®</sup>.

Applicant agrees Tint World<sup>®</sup> will have no liability for any denial of the application.

Applicant acknowledges and agrees that, even if Tint World<sup>®</sup> approves Applicant’s application, Tint World<sup>®</sup> may revoke any offer to grant a franchise to Applicant at any time. Applicant acknowledges and agrees that Applicant must wait at least 14 calendar days after Applicant receives Tint World<sup>®</sup>’s franchise disclosure document, and at least seven calendar days after Applicant receives a copy of the Tint World<sup>®</sup> franchise agreement with all material blanks filled in, before Applicant signs any binding agreement with Tint World<sup>®</sup> and before Applicant pays any consideration to Tint World<sup>®</sup> or any of its affiliates.

This application does not confer any rights relating to Tint World<sup>®</sup>’s trademarks or service marks. Any proprietary or Confidential Information provided by Tint World<sup>®</sup> to the Applicant is solely for the purpose of Applicant’s evaluating a Tint World<sup>®</sup> franchise. Applicant acknowledges that any rights to use such Proprietary or Confidential Information may be derived only pursuant to an executed franchise agreement, and that unauthorized disclosure, transfer or use, either direct or indirect, of such information by the Applicant would constitute an infringement of Tint World<sup>®</sup>’s rights thereto and result in irreparable injury to Tint World<sup>®</sup> for which there is no adequate remedy at law.

### **CONSENT TO BACKGROUND CREDIT CHECK**

The undersigned hereby consents to the conduct of a credit investigation by Tint World<sup>®</sup>, including both personal and commercial credit inquiries, and authorizes Tint World<sup>®</sup> to obtain one or more credit reports. Tint World<sup>®</sup> shall have the right in its sole discretion to disapprove any franchise application based on any information obtained during that investigation or contained in any report or because it is unable to obtain a report from its usual sources.

I hereby request information concerning the Tint World<sup>®</sup> unique proprietary process and service known as the Tint World<sup>®</sup> System and in doing so, I recognize and acknowledge that the information I may learn represents trade secrets which are solely the proprietary of Tint World<sup>®</sup>.

**DEPOSIT RECEIPT**

Tint World, LLC (“Tint World<sup>®</sup>”) acknowledges that it has received a fully refundable deposit in the form of;  
 ACH / EFT  Personal Check  Other \_\_\_\_\_ in the amount of:

\$5,000.00 (USD) for a Franchise Agreement or a Multi-Unit Development Agreement

From:

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

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

Phone: \_\_\_\_\_

We’ve received your application and deposit of a Tint World<sup>®</sup> Franchise. The deposit you paid will, at the time we counter-sign your Franchise Agreement or Multi-Unit Development Agreement, as applicable, be credited to the remainder of the Franchise Fee or Multi-Unit Development Fee (as applicable) due to us under the applicable agreement. We will refund the deposit to you, less any Finance Application Fee (as defined below) if: (a) you do not enter into the Franchise Agreement or Multi-Unit Development Agreement, as applicable, or (b) if we elect not to counter-sign the Franchise Agreement or Multi-Unit Development Agreement, and (c) if the refund is requested in writing within ninety days after the deposit date. The term Finance Application Fee shall mean any and all fees in connection with your loan application, which you authorize. If you apply for a loan through one of our lending sources, you will be required to pay a \$2,500.00 loan packaging service fee to us or a third-party lending source within 30 days after the Franchise Agreement Date. A convenience fee of 4% will be added if paying by credit card.

I agree that I will not disclose or use the knowledge gained from Tint World<sup>®</sup> regarding the trade secrets or other proprietary information and merchandising practices of the Tint World<sup>®</sup> System, nor the contents of Tint World products or services neither for my personal benefit, nor for the benefit of others without Tint World<sup>®</sup> express written consent.

Thank you for your sincere interest in purchasing a Tint World<sup>®</sup> Center. We believe we have assembled the best products, support staff, and system in our industry. We look forward to potentially welcoming you into our franchise system.

Sincerely,

**TINT WORLD, LLC**

**APPLICANT(S):**

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Signature of Franchise Applicant

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

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

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

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

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Signature of Franchise Applicant

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

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

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

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

Please Email This Application to: [Franchise@tintworld.com](mailto:Franchise@tintworld.com)

**FRANCHISEE(S)**  
**Names, Phone Numbers, Addresses, Position to be Held and**  
**Ownership Interest:**

----- First and Last Name		----- Address of Franchisee (Line 1)
----- Phone Number		----- Address of Franchisee (Line 2)
----- Position to be Held	/ ----- Percentage of Ownership	----- Email

---

----- First and Last Name		----- Address of Franchisee (Line 1)
----- Phone Number		----- Address of Franchisee (Line 2)
----- Position to be Held	/ ----- Percentage of Ownership	----- Email

---

----- First and Last Name		----- Address of Franchisee (Line 1)
----- Phone Number		----- Address of Franchisee (Line 2)
----- Position to be Held	/ ----- Percentage of Ownership	----- Email

---

----- First and Last Name		----- Address of Franchisee (Line 1)
----- Phone Number		----- Address of Franchisee (Line 2)
----- Position to be Held	/ ----- Percentage of Ownership	----- Email

---

**BUSINESS ENTITY:** *(It is recommended that you set up an LLC or S Corp before signing a Franchise Agreement)*

-----, a	-----
Name of Franchisee's Corporation, Limited Liability Company or Partnership	State Incorporated
-----,	-----
(Print Name of Main Operating Partner)	(Operating Partner Title)

**EXHIBIT L**

**STATE EFFECTIVE DATES**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
Virginia	
Washington	
Wisconsin	

In the following states, we have filed a notice of exemption from the registration or filing requirements of the state's business opportunity laws with respect to the offering described in this disclosure document:

STATE	EFFECTIVE DATE
Connecticut*	September 15, 2022
Florida*	
Kentucky*	July 2, 2010
Main*	April 20, 2023
Nebraska*	May 3, 2010
North Carolina*	April 20, 2022
South Carolina*	May 2, 2022
South Dakota*	April 23, 2024
Texas*	March 7, 2011
Utah	

\* One-time filing

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**  
**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 Tint World, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate of ours in connection with the proposed franchise sale, or sooner if required by applicable law.

Applicable state laws in New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If Tint World, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state administrator identified in Exhibit A of this Disclosure Document. We authorize the respective state agencies identified in Exhibit B of this Disclosure Document to receive service of process for us in the particular state.

The Issuance Date of this Disclosure Document is: April 28, 2025

The franchise sellers for this offering are:

Name	Principal Business Address	Telephone Number
Charles J. Bonfiglio	1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487	561.353.1050
Michael Glick	1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487	561.353.1050
Anthony Foley	1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487	561.353.1050

I received a Disclosure Document issued on \_\_\_\_\_ that included the following exhibits:

A. List of State Agencies / Agents for Service of Process	I-1. List of Franchisees Open
B. Franchise Agreement	I-2. New Franchise Store Purchases Not Open
C. Multi-Unit Development Agreement	I-3. Franchisees Who Have Left the System
D. Lease Agreement Addendum	I-4. Franchisees Who Have Self-Terminated Un-Opened Licenses
E. Sales Agreement Addendum	J. State Disclosure Addenda and Franchise Agreement Addenda
F. Renewal/Resale/Mutual Release Agreement	K. Franchise Application and Deposit Receipt
G. Financial Statements	L. State Effective Dates
H. Operating Manual Table of Contents	M. Item 23 Receipt

_____	_____	_____
<b>Date</b>	<b>Print Name</b>	<b>Signature</b>
_____	_____	_____
<b>Date</b>	<b>Print Name</b>	<b>Signature</b>
_____	_____	_____
<b>Date</b>	<b>Print Name</b>	<b>Signature</b>
_____	_____	_____
<b>Date</b>	<b>Print Name</b>	<b>Signature</b>

Please sign this copy of the receipt, date your signature, and return it to Tint World, LLC, 1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487.

KEEP THIS COPY FOR YOUR RECORDS - FRANCHISEES APPLICANT COPY



**EXHIBIT M**  
**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 Tint World, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate of ours in connection with the proposed franchise sale, or sooner if required by applicable law.

Applicable state laws in New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If Tint World, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state administrator identified in Exhibit A of this Disclosure Document. We authorize the respective state agencies identified in Exhibit B of this Disclosure Document to receive service of process for us in the particular state.

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Charles J. Bonfiglio	1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487	561.353.1050
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E. Sales Agreement Addendum	J. State Disclosure Addenda and Franchise Agreement Addenda
F. Renewal/Resale/Mutual Release Agreement	K. Franchise Application and Deposit Receipt
G. Financial Statements	L. State Effective Dates
H. Operating Manual Table of Contents	M. Item 23 Receipt

_____	_____	_____
<b>Date</b>	<b>Print Name</b>	<b>Signature</b>
_____	_____	_____
<b>Date</b>	<b>Print Name</b>	<b>Signature</b>
_____	_____	_____
<b>Date</b>	<b>Print Name</b>	<b>Signature</b>
_____	_____	_____
<b>Date</b>	<b>Print Name</b>	<b>Signature</b>

Please sign this copy of the receipt, date your signature, and return it to Tint World, LLC, 1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487.

KEEP THIS COPY FOR YOUR RECORDS - FRANCHISORS COPY