

FRANCHISE DISCLOSURE DOCUMENT



NTV 360 LLC
a Nevada limited liability company
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NTV 360 franchisees operate business that find host locations to place TVs which will loop local and/or regional advertising and marketing that is sold by the franchisee to local businesses and through our NTV 360 network (“NTV 360 Business(es)”).

The total investment necessary to begin operation of an NTV 360 franchised business is between \$48,150 and \$120,405. This includes between \$35,000 and \$8085,600 that must be paid to the franchisor or its affiliate(s).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact David Alpert at 1546 Cole Blvd, Bldg 5, Suite 100, Lakewood, Colorado 80401, (720) 763-9094 or franchiseinfo@ntv360.com.

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

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

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

Issuance Date: February 26, 2025

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Colorado. 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 Colorado than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
5. **Inventory Control.** You must make annual component player purchases, even if you do not need that much. Your inability to make these purchases or to maintain the annual development schedule may result in loss of territorial rights.
6. **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.

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

*The population of your territory will be based on numbers derived from the current U.S. Census report and supplemented with other information available and other population statistical sources of our choosing to determine populations.

The Initial Franchise Fee is payment for the pre-opening assistance that we provide to you to allow you to open your NTV 360 Business and also offsets some of our franchise recruitment expenses. The Initial Franchise Fee is uniform, fully earned by us once paid and is non-refundable under any circumstances. You will pay \$5,000 of the Initial Franchise Fee when you sign your Franchise Agreement and the remaining amount is due within 45 days of signing your Franchise Agreement.

During our last fiscal year ended December 31, 2024, we did not collect any initial franchise fees.

Conversion Owner Discount

If you are a Conversion Owner, we offer a reduced Initial Franchise Fee ranging from \$0 to \$75,000. The range of the fee will be based on the territory you purchase, as well as your experience, length of time in business, sales volume, growth, and future potential. Conversion Owners that have been in business longer and have larger sales volume, growth, and potential will qualify for a greater reduction in the Initial Franchise Fee, while those Conversion Owners that have been in business for a short period of time will receive a smaller reduction. Conversion Owners may still be required to purchase Component Players for their NTV 360 Business. We did not sell any conversion NTV 360 Franchises during our last fiscal year.

Additional Component Player Fees

You can purchase additional Component Players for our then-current fee (currently, \$200 per Component Player). You are not required to purchase additional Component Players prior to opening, but will be subject to a minimum purchase requirement during the term of the Franchise Agreement as discussed in Item 6. There is no minimum or maximum number of additional Component Players you are required to purchase before opening your NTV 360 Business. Conversion Owners will be required to purchase a minimum level of Component Players before they open their NTV 360 Business. This fee is uniform and non-refundable under any circumstances.

Additional Field Training Fee

We provide initial training at no charge either virtually or at our corporate headquarters. We offer the option of additional onsite field assistance (“Additional Field Training”) during your opening week for an extra charge (currently \$5,000). The additional field training will last approximately four days. This fee is payable a minimum of 14 days prior to the scheduled Additional Field Training and is uniform non-refundable.

Additional Territory ROFR Fee

You may also purchase up to three rights of first refusal (“Additional Territory ROFR”) to develop other NTV 360 Businesses in separate territories (each a “Reserved Territory”) subject to availability and our approval by paying a reservation fee of \$5,000 (“Additional Territory ROFR Fee”) and signing our “Additional Franchise Reservation Agreement” which is attached as Exhibit G-6 to this Franchise Disclosure Document. The Reserved Territory will be protected for 12 months from the date you sign the Additional Franchise Reservation Agreement. If we receive a bona-fide inquiry regarding an NTV 360 franchise in the Reserved Territory, we will notify you and you will have seven days to provide us with written notice of your election to exercise your Additional Territory ROFR. If you elect to exercise your

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Additional Territory ROFR Fee ⁽¹⁾	\$0	\$5,000	Lump sum	As incurred	Us
Additional Component Player Fee ⁽²⁾	\$0	\$600	Lump sum	As incurred	Us
Vehicle ⁽³⁾	\$0	\$4,555	Lump sum	As incurred	Third Parties
Inventory, Equipment and Supplies ⁽⁴⁾	\$8,000	\$14,000	As incurred	As incurred	Third Parties
Training Expenses ⁽⁵⁾	\$0	\$5,000	As incurred	On demand	<u>Us or Third Parties</u>
Insurance – 3 Months ⁽⁶⁾	\$150	\$500	As incurred	As incurred	Third Parties
Lease, Utility and Security Deposits, Storage ⁽⁷⁾	\$0	\$750	As incurred	As incurred	Lessor, Third Parties
Additional Funds - 3 Months ⁽⁸⁾	\$5,000	\$15,000	As incurred	As incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT ⁽⁹⁾	\$48,150	\$120,405			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your NTV 360 Franchise. We do not offer direct or indirect financing. Our estimates are based on our experience, the experience of our affiliates, and our current requirements for NTV 360 Franchises. ~~Your costs will depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations.~~ All expenditures payable to us are uniform and non-refundable under any circumstances once paid. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, depending on their policies or your arrangements with them.

1. Initial Franchise Fee and Additional Territory ROFR Fee. See Item 5 for more information. The low end of the Initial Franchise Fee assumes your territory population is less than 150,000 and the high end assumes your territory population is 300,001 or greater. The low end of the Additional Territory ROFR Fee assumes you do not purchase the right to an Additional Territory and the high end assumes you purchase the right to one Additional Territory.
2. Additional Component Player Fee. The low end of this estimate assumes you do not purchase additional Component Players beyond what is included in the Initial Franchise Fee. The high end assumes you purchase three additional Component Players.

3. Vehicle. You must have a suitable vehicle for your NTV 360 Business (“Vehicle”) which can be your personal vehicle so long as it is capable of transporting equipment, supplies, and materials. The high end of this estimate includes the registration costs, down payment and three months of lease payments for one Vehicle. The low end of this estimate assumes you already own the registered Vehicle used for your NTV 360 Business.
4. Inventory, Equipment and Supplies. This item estimates the cost of the start-up initial inventory for your NTV 360 Business, which will include items such as televisions, mounts, cables and associated fees. This figure does not include the cost of inventory provided by us as a part of your Initial Franchise Fee. You will pay the vendor directly for these items.
5. Training Expenses. Initial training is provided at no charge for up to two people, including you and/or, if applicable, your manager. Initial training classes are held whenever necessary to train new franchisees. If your Territory is less than 150,000 persons, your initial training will be done virtually. If your Territory is 150,000 persons or greater, your initial training may be done virtually, or at our corporate headquarters, in which case we will cover the travel expenses of up to two attendees. If you request additional field training at your NTV 360 Business, you must pay us our additional field training fee, which is reflected in the high end of this estimate.
6. Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. If you have had prior issues or claims from previous operations unrelated to the operation of an NTV 360 Business, your rates may be significantly higher than those estimated above.
7. Lease, Utility and Security Deposits, Storage. Most of our franchisees will operate their NTV 360 Businesses out of their Vehicle(s) and their homes, but the NTV 360 Business may be operated from office buildings, business parks, and other commercial real estate locations. If you decide to operate your NTV 360 Business out of an office, you are responsible for compliance with all applicable business ordinances and building codes, and for obtaining all necessary health, building, sign, and other permits, licenses, and bonds as may be required for the operation of the office. While we have no restrictions or requirements for square footage, building type, and/or location of office space, we have found that franchisees who decide to rent office and/or storage space typically rent a self-storage unit and/or move into a small industrial park office sized between 100 sq. ft. to 500 sq. ft. Your actual rent payments may vary depending upon your location and your market’s retail lease rates. You will be required to store the Vehicle(s). If you have adequate storage space at your residence for the Vehicle(s), you may store them there. If you do not have adequate storage space at your residence or office, you will be required to rent such space. The low estimate assumes you will operate the NTV360 Business from your residence. The high end of this estimate is based on renting a storage space at \$250 per month for 3 months.
8. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial three-month start-up phase of your NTV 360 Business. These expenses include payroll costs during the first three months of operation, but not any draw or salary for you. These figures do not include standard pre-opening expenses or Service Fees payable under the Franchise Agreement or debt service, and assume that none of your expenses are offset by any sales generated during the start-up phase. For purposes of this disclosure, we estimated the start-up phase to be three months from the date your NTV 360 Business opens for business.

Our estimates are based on our experience, the experience of our affiliates, and our current requirements for NTV 360 Businesses. ~~These figures are estimates, and we cannot guarantee~~

~~that you will not have additional expenses starting your NTV 360 Business. Your costs will depend on factors such as: how well you follow our methods and procedures; your management skills, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; the sales level reached during the start-up period; and the size of your NTV 360 Business.~~

9. This is an estimate of your initial startup expenses for one NTV 360 Franchise.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your NTV 360 Business according to our System and specifications. This includes purchasing or leasing all products, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the NTV 360 Franchise under our specifications, which may include purchasing these items from: (i) our designees; (ii) approved suppliers; and/or (iii) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the System.

Our confidential online “Knowledge Base” states our standards, specifications and guidelines for all products and services we require you to obtain in establishing and operating your NTV 360 Franchise and approved vendors for these products and services. We will notify you of new or modified standards, specifications and guidelines through periodic amendments or supplements to the Knowledge Base or through other written communication (including electronic communication such as email or through a system-wide intranet).

You must purchase, install, maintain in sufficient supply and use fixtures, furnishings, equipment, signs and supplies that conform to the standards and specifications described in the Knowledge Base or otherwise in writing.

We are an approved supplier of digital marketing services but not the only approved supplier. You may choose to use us for your digital marketing services and the costs will vary depending on the type of services you require.

We are currently the only approved supplier of the Component Players used in an NTV 360 Franchise Business. Some of our officers own an interest in us, an approved supplier. The Component Players are set up for various types of digital content and stream the Advertising Services through our SYSTEMTV Network. We will provide digital advertisement templates for you utilizing our graphic design resources. You must provide the content of the Advertising Services for the Component Players and specific directions as to how the content will appear, following our guidelines for advertisement submission in our Knowledge Base, or as directed otherwise by us in writing. We may, in our sole discretion, provide additional content to be streamed on your Component Players during our Reserved Time as described below. We reserve the right to modify, cancel, or add to the format of any advertisement that we utilize at any time in our sole discretion.

We reserve five minutes out of every hour (“Reserved Time”) on the advertising inventory on the Screens used in your NTV 360 Business, which we may use to run advertisements with our clients and/or national accounts. The remaining 55 minutes will be yours to use to sell advertisements to local businesses. We also reserve the exclusive right to contract with state, regional and national aggregators, and to sell programmatic ads. We may establish a buyback program in the future where we offer franchisees the option to sell additional Screen time back to us (“Buyback Time”), provided that any such buyback program will

We may negotiate purchase arrangements with suppliers and distributors for the benefit of our franchisees, and we may receive rebates or volume discounts from our purchase of equipment and supplies that we resell to you. We currently do not have any purchasing or distribution cooperatives.

ITEM 9 FRANCHISEE’S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	<u>N/A</u> Not applicable	Items 7 and 11
b. Pre-opening purchases/leases	Sections 5 and 6	Items 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 5 and 6	Items 7 and 11
d. Initial and ongoing training	Section 4	Items 6, 7 and 11
e. Opening	<u>N/A</u> Not applicable	Items 6, 7, 9 and 11
f. Fees	Sections 4, 5, 6, and 10	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	Sections 2, 5, 6 and 7	Items 8, 11, 12, 14 and <u>Exhibit G</u>
h. Trademarks and proprietary information	Sections 1, 5, and 8	Items 13 and 14
i. Restrictions on products/services offered	Sections 2 and 5	Items 8 and 16
j. Warranty and customer service requirements	Section 4, 5, and 11	Items 1 and 11
k. Territorial development and sales quotas	Section 5	Items 1, 11 and 12
l. Ongoing product/service purchases	Section 6	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Section 5	Items 7, 8 and 11
n. Insurance	Section 5	Items 6, 7 and 8
o. Advertising	Section 4 and 5	Items 11, 13 and 14
p. Indemnification	Section 7	Not Applicable
q. Owner’s participation/management and staffing	Section 5	Items 11, 15 and 17
r. Records and reports	Section 6	Item 11
s. Inspections and audits	<u>N/A</u> Not applicable	Items 6 and 11
t. Transfer	Sections 10	Item 17
u. Renewal	Section 3	Item 17
v. Post-termination obligations	Sections 5 and 10	Item 17
w. Non-competition covenants	Section 5 and 10	Item 17 and <u>Exhibit G-2</u>
x. Dispute resolution	Section 10	Item 17

Advertising

Local Advertising

We do not require you to engage in any local advertising, nor do we operate a system-wide brand fund or similar collective advertising fund. We do not require you to participate in any advertising cooperative. We do not have an advertising council.

System Website

We will assist you in designing your own website for your NTV 360 Business, which you will own and operate separately from our corporate NTV 360 website. You must take down this website no later than 30 days after your Franchise Agreement is terminated or not renewed.

Computer System

You must purchase a tablet for your NTV 360 Business, and we estimate the cost of purchasing the tablet will be between \$200 to \$750. You must report data and information in the manner we specify. You must accept all payment methods that we determine.

We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the tablet, except that we, or our affiliate, operates and maintains the SYSTEMTV Network (Franchise Agreement - Section 4.7). We or our affiliate will also fulfill any warranty claims on Component Players that qualify for such claim. You must arrange for installation, maintenance and support of the Screens and Component Players at your cost. There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance, repairs or upgrades relating to the Screens, Component Players or tablet.

The cost of maintaining, updating, or upgrading the tablet or its components will depend on your repair history, costs of computer maintenance services in your area, and technological advances. We estimate the annual cost will be approximately \$0 to \$100, but this could vary (as discussed above). We may revise our specifications for the tablet periodically.

We reserve the right to upgrade, modify and add new systems and software, which may result in additional initial and ongoing expenses that you will be responsible for. You will be responsible for any increase in fees that result from any upgrades, modifications or additional systems or software and for any increase in fees from third-party providers.

We (or our designee) have the right to independently access the electronic information and data relating to your NTV 360 Business and to collect and use your electronic information and data in any manner, including to promote the System and the sale of NTV 360 Franchises. This may include posting financial information of each franchisee on an intranet website. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your Computer System remotely, in your NTV 360 Business or from other locations.

Training

Initial Training

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Sales 102	1.5	0	Online or at our headquarters in Lakewood, Colorado
Sales 103	1.5	0	Online or at our headquarters in Lakewood, Colorado
Sales 104	1.5	0	Online or at our headquarters in Lakewood, Colorado
TOTAL	18	0	

Notes:

1. We reserve the right to vary the length and content of the initial training program based upon the experience and skill level of the individual attending the initial training program. We will use the Knowledge Base as the primary instruction materials during the initial training program.
2. Jeff Dewey and Quinn Varela currently oversee our training program. Mr. Dewey is a field trainer and has over 14 years' experience in digital out-of-home advertising. Ms. Varela is a specialist in sales and training and has over four years' experience in digital out-of-home advertising. We reserve the right to appoint and substitute other individuals to assist in providing training, but all of our training personnel will have at least one year of experience in the subject matters that they teach.

Ongoing Training

We may periodically require that you or your other employees attend system-wide refresher or additional training courses. Some of these courses may be optional, while we may require attendance at others. You may also request that we provide additional training (either virtually or at your NTV 360 Business). If you request additional field training by a representative of ours at your NTV 360 Business, you will pay us our \$5,000 additional field training fee. The length of the additional field training may vary, but will last at least four days. If we determine that you are not operating your NTV 360 Business in compliance with the Franchise Agreement or the Knowledge Base, we may require that you and other employees attend remedial training.

In addition to participating in ongoing training, you must attend any national or regional meeting or conference of franchisees. You are responsible for any conference fee and all travel and expenses for your attendees.

**ITEM 12
TERRITORY**

~~You will receive a protected territory (“Territory”) which means that during the term of the Franchise Agreement, we will not establish or franchise others to establish another NTV 360 Business within your designated territory, provided you meet your Component Player Development Requirement. In the event you fail to meet your Component Player Development Requirement, you will still be permitted to operate your NTV 360 Business, but will lose the exclusivity of your Territory, meaning we can open or~~

~~license another to open and operate an NTV 360 business within the Territory.~~

~~The Territory~~The “Territory” is determined based on the geographic area and populations properties within that area and other relevant demographic characteristics. Your Initial Franchise Fee, Component Player Development Schedule and Component Player Development Requirement are determined by the size of your Territory according to the tables provided in Item 5 and Item 6, but in no event will your Territory exceed 600,000 persons. The population statistics used in determining your Territory will be based on numbers derived from the current U.S. Census report and supplemented with other information available and other population statistical sources of our choosing to determine populations. In certain densely populated metropolitan areas, the size of the territory may be small if it has a high population density, while franchisees operating in less densely populated suburban or rural areas may have significantly larger areas. ¶

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 will receive a protected Territory which means that during the term of the Franchise Agreement, we will not establish or franchise others to establish another NTV 360 Business within your designated territory, provided you meet your Component Player Development Requirement and meet your Component Player Development Schedule. In the event you fail to meet your Component Player Development Requirement or Component Player Development Schedule, you will still be permitted to operate your NTV 360 Business under your Franchise Agreement, but we can then open or license another to open and operate an NTV 360 business within the Territory. Additionally, if you fail to meet your Component Player Development Schedule, you will be permitted to keep operating your NTV 360 Business at your existing Host Locations, but you will lose the right to add additional Host Locations to your NTV 360 Business, and you will lose the rights to the Territory granted under your Franchise Agreement, meaning that we can operate or license others to operate another NTV 360 Business within the Territory.

You are prohibited from directly marketing to, soliciting or providing services to Host Locations whose principal residence are outside of your Territory. With our prior written consent, you may be permitted to market and provide services to customers outside of your Territory provided that it does not infringe on the territory rights of any other NTV 360 franchisee or one of EDM’s authorized dealers. You may also offer digital marketing services to customers within and outside your Territory, including within the territory of other NTV 360 franchisees, and those franchisees may offer those same digital marketing services to customers within your Territory. ~~Because of this, 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 will not receive any compensation for digital marketing services sold by us or other franchisees to customers within your Territory. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales.

If you renew your Franchise, your Territory may be modified depending on the then-current demographics of the Territory, and on our then-current standards for territories. You must follow our extra-territorial policies and procedures, which may prevent you from providing services or selling products outside of your Territory. These policies and procedures may change over the term of the Franchise Agreement and may prevent you from providing services or selling products outside of your Territory.

We retain all territory rights (for ourselves and our affiliates) not expressly granted to you. We may use the Marks or the System to sell any products or services similar to those which you will sell through any alternate channels of distribution within or outside of the Territory. We and our affiliates have the right to operate, and to license others to operate, NTV 360 Businesses or dealerships outside the Territory, even

if doing so will or might affect your operation of your NTV 360 Business. You are not granted any rights to use the internet as a channel of distribution and may not independently market on the internet or conduct e-commerce unless we have expressly allowed you to do so under our online policy. These reservations include the right to advertise on your Screens for a total of five minutes out of every hour, which may include advertisements for our national accounts and partners, as well as advertisements for owning an NTV 360 Business.

We may use trademarks other than the Marks to sell any products or services similar to those which you will sell within or outside of the Territory. We may purchase, be purchased by, merge or otherwise acquire competitive businesses within and outside the Territory. If such a situation occurs, the newly acquired businesses may not operate under the Marks in the Territory but may operate under the System. Although we reserve the rights described, neither we nor any affiliate, operates, franchises or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those offered by you or our other Franchises. We may implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We have the right to issue mandatory policies to coordinate such multi-area marketing programs. We are not required to pay you if we exercise any of our rights within your Territory.

We may also allow you to reserve the right of first refusal to develop another NTV 360 Franchise in an additional territory for 12 months, subject to availability and our approval. If we permit you to reserve the right of first refusal for an additional territory, you must pay the Additional Territory ROFR Fee and sign our Additional Franchise Reservation Agreement which is attached as Exhibit G-6 to this Franchise Disclosure Document. We may permit you to enter into an Additional Franchise Reservation Agreement at any point during the term of your franchise agreement. If you and we have entered into an Additional Franchise Reservation Agreement, and we receive a bona-fide inquiry to open or license another to open an NTV 360 franchise in the Reserved Territory, you will have 7 days to exercise your right of first refusal and 30 days to enter into our then-current franchise agreement. If you exercise your right of first refusal, you must sign our then-current franchise agreement for an NTV 360 Franchise in the Reserved Territory within 30 days of exercising your right of first refusal, and your Additional Territory ROFR Fee will be applied to the Initial Franchise Fee.

If you wish to purchase an additional NTV 360 Franchise, you must apply to us, and we may, at our discretion, offer an additional NTV 360 Franchise to you. We consider a variety of factors when determining whether to grant additional NTV 360 Franchises. Among the factors we consider, in addition to the then-current requirements for new NTV 360 franchisees, are whether or not the franchisee is in compliance with the requirements under their current Franchise Agreement.

ITEM 13 TRADEMARKS

The Marks and the System are owned by EDM, and are licensed exclusively to us. EDM has granted us an exclusive license (“Trademark License”) to use the Marks to franchise the System around the world. The Trademark License is for 5 years and began on ~~January 31~~ October 4, 2022. It will automatically renew for subsequent five-year periods so long as we are not in default and do not materially breach the Trademark License by engaging in any activity which damages the Marks or the goodwill of the System. If the Trademark License is terminated, EDM has agreed to license the Marks directly to our franchisees until each franchise agreement expires or is otherwise terminated. Except for the Trademark License, no agreement significantly limits our right to use or license the Marks in any manner material to the NTV 360 Franchise. EDM has registrations with the United States Patent and Trademark Office (“USPTO”) for the following Mark:

Provision	Section in Franchise Agreement	Summary
v. Choice of forum	Section 10.7	All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Lakewood, Colorado), subject to applicable state law.
w. Choice of law	Section 10.7	Colorado law applies, subject to applicable state law.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to disclose 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 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 performance at a particular location or under particular circumstances.

As of December 31, 2024, we had no franchised NTV 360 Businesses and two affiliate-owned NTV 360 Businesses in operation (the “Affiliate Businesses”). One of the Affiliate Businesses operates similarly to how an NTV 360 franchised business will operate (the “Reporting Location”). The other Affiliate Business is located in our principal city, and benefits from being able to sell to national accounts and aggregators, which differs from that of an NTV 360 franchised business. That location also has the benefit of using our corporate marketing team, and hosting trainings for staff at our corporate offices, which typical NTV 360 franchisees will not receive. Similar to a franchised NTV 360 business, the Reporting Location is operated by an individual person and does not receive those same benefits. The table below provides information on the Reporting Location.

The information in the table below is a historical financial performance representation for the Reporting Location for the 2024 calendar year. The financial information was prepared from internal accounting records and reports. The numbers have not been audited, but we have no reason to doubt their accuracy.

The information provided in this Item 19 consists of the actual performance of the Reporting Location. The Reporting Location has operated in New York, New York since 2018, and benefits from brand awareness in the geographic area where it is located. The Reporting Location has not historically operated with a defined territory, but the vast majority of its Host Locations are within an area that would fall within the middle tier population for franchised NTV 360 Businesses. The Reporting Location pays the same Service Fees that franchised NTV 360 Businesses will pay. The Reporting Location offers similar products and faces a similar degree of competition anticipated for the NTV 360 Businesses offered under this Franchise Disclosure Document. The Reporting Location utilizes our System and are substantially

5. “Gross Profit” equals Gross Revenues less Service Fees and digital marketing fees. Gross Profit does not include operating expenses such as accounting expenses, advertising and promotion expenses, bank service charges, charitable contributions, insurance expenses, legal fees, merchant account fees, software expenses, payroll expenses (including payroll taxes), postage and stationary, recruitment expenses, repairs and maintenances, telephone expenses, and website expenses. Gross Profit also does not include any Digital Advertisement Fees paid by the Reporting Location to NTV 360, which services are optional for our franchisees.
6. The financial performance representations in Item 19 do not reflect all expenses such as the taxes, interest and other non-operating expenses that must be deducted from the Gross Revenue figures to obtain your net profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your NTV 360 business.

Some NTV 360 Businesses have earned this amount. Your individual results may differ. There is no assurance you will earn as much.

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

Other than the preceding financial performance representations, ~~we do~~ representation, NTV 360 LLC does not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting David Alperti 13949 W. Colfax Ave., Suite 110, Lakewood, Colorado 80401, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

All year-end numbers appearing in the tables below are as of December 31 in each year.

Table No. 1

Systemwide Outlet Summary For Years 2022 - 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	2	2	2
	2023	2	2	2
	2024	2	2	2

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
New York	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Total Outlets	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2

Table No. 5

Projected Openings as of
December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Colorado	0	1	0
Florida	0	1	0
Iowa	0	1	0
Minnesota	0	1	0
New York	0	1	0
Total	0	5	0

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit D. The name and last known address and telephone number of every current franchisee and every franchisee who has had an NTV 360 Franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one-year period December 31, 2024, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit D. ~~In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the NTV 360 System.~~ During the last three years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the NTV 360 Franchise System. ~~You may wish to speak with current and former franchisees, but know that not all such franchisees can communicate with you.~~ If you buy an NTV 360 Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

EXHIBIT C
FRANCHISE AGREEMENT



- 9.3.5 Return all copies of all brochures, advertising and promotional materials, forms and any other materials bearing or containing any of the NTV 360 trademarks, copyrights or other identification relating to a Business, and delete or otherwise destroy any electronic materials from the Knowledge Base in Franchisee's possession;
 - 9.3.6 Provide NTV 360 with the then-current customer list and contracts that the Business has entered into and transfer all login information and data from any social media accounts and email addresses from the Business; and
 - 9.3.7 Ensure that any names or registrations related to Franchisee's use of NTV 360's trademarks are canceled, including taking down the Franchisee's website designed by NTV 360 within 30 days of termination or expiration of the Agreement.
- 9.4 Delinquent Payments: Whether or not a default is declared by NTV 360 with respect to any delinquent payment under this Agreement and not paid within thirty (30) days from its due date, Franchisee may be subject to interest on the delinquent amount at the rate the lesser of twelve percent (12%) per annum or the highest rate allowed by law until all principal and interest of such delinquent amount is paid in full. The acceptance of late payments hereunder shall not constitute a waiver of timely payments, nor shall acceptance of payments hereunder cure any default, which might exist. In the event a default is declared and the rights of Franchisee under this Agreement are terminated, all current and future payments required hereunder shall be due to NTV 360 immediately, in full, plus monthly interest from the date due or the date of declaration of default, whichever shall first occur.
- 9.5 Professional Fees and Expenses: Franchisee will reimburse NTV 360 for any legal, accounting or other professional fees that NTV 360 incurs as a result of any breach or termination of this Agreement or as a result of Franchisee's indemnity obligations. Franchisee shall reimburse NTV 360 if NTV 360 incurs any expenses in enforcing its rights against Franchisee under this Agreement.

10. MISCELLANEOUS PROVISIONS

- 10.1 Confidential Information: The parties agree that Confidential Information shall be kept confidential and not disclosed to any third party without the express written permission of the other party hereto. Notwithstanding the foregoing, each party may disclose the terms and conditions of this Agreement (i) as required by any court or other governmental body; (ii) as otherwise required by law (including the required disclosures in NTV 360's Franchise Disclosure Document); (iii) to legal counsel of the parties; (iv) in confidence, to accountants, banks and financing sources and their advisors; (v) in connection with the enforcement of this Agreement or rights under this Agreement; (vi) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.
- 10.2 Assignment; Binding Effect; Third Party Beneficiaries: This Agreement is freely assignable by NTV 360. Franchisee may assign any of its rights or delegate or cause to be assumed any of its obligations under this Agreement, directly or indirectly or by operation of law, with the prior written consent of NTV 360, which NTV 360 may withhold in its sole discretion. In such event, the transferee will sign NTV 360's then-current form of franchise agreement, Franchisee will sign NTV 360's then-current form of waiver and release of claims, and Franchisee shall pay NTV 360 a transfer fee equal to 25% of NTV 360's then-current Initial Franchise Fee for the size of the Territory. Franchisee must pay NTV 360 a \$1,000 non-refundable deposit at the time the transfer application is submitted and the remaining balance at time of approved transfer. Franchisee will also reimburse NTV 360 for its actual costs for commissions, brokers, or other similar fees related to the transfer. This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns, and successors in interest.
- 10.3 Entire Agreement; Modification; Non-Waiver: ~~This Agreement (including Exhibits hereto) constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous agreements, understandings, commitments and communications between the parties and all Exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.~~

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”

Item 17.w, Choice of Law, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

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.

Franchise Fee Deferral

Item 5 and Item 7 of the FDD, and the Franchise Agreement are hereby revised to state that payment of all initial fees, including the Franchise Fee, shall be deferred until after all of Franchisor’s initial obligations are complete and the Franchise is open for business. The Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition.

See the last page of this Exhibit F for your required signature.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise 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 Franchise Agreement relating to arbitration.
4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 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 Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.
5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise 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 Franchise Agreement and our System standards.
6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.
7. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.
8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.
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.~~
10. Fee Deferral: Items 5 and 7 of the FDD and the Franchise Agreement are amended to state: Payment of the Initial Franchise Fee shall be deferred until Franchisor has satisfied its pre-opening obligations to Franchisee and Franchisee has commenced doing business.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending <u>March 25, 2025</u>
Hawaii	Pending <u>March 18, 2025</u>
Illinois	Pending
Indiana	Pending <u>March 14, 2025</u>
Maryland	Pending
Michigan	Pending <u>March 13, 2025</u>
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending <u>March 19, 2025</u>
South Dakota	Pending <u>March 10, 2025</u>
Virginia	Pending <u>May 27, 2025</u>
Washington	Pending
Wisconsin	Pending <u>March 14, 2025</u>

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.